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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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EWV

97-174

EASEMENT

This agreement, made and entered into this 8th day of ~~July~~ August, 2013, by and between Evert N. Klaus and Janice E. Klaus, husband and wife, Grantors, and Farmers Savings Bank, an Iowa banking corporation, Grantee, as follows:

WHEREAS, the Grantors own and have title to certain real estate located in Delaware County, Iowa, described as:

> The North fifty-five (55) feet lots thirteen (13) of the Subdivision of the North West quarter of the South East quarter of Section four (4), Township Ninety (90) North, Range Three (3) West of the Fifth Principal Meridian, according to plat recorded in Plat book 1, page 73 & c, records of Delaware County, Iowa; and

WHEREAS, Grantee desires to acquire a right of way and easement for the installation, maintenance, construction, operation, repair, alteration, inspection, replacement and removal of solar panels, other solar collection systems, wiring, cables, connections and appurtenances to be buried beneath the soil, over and through said real estate; now

THEREFORE, it is agreed as follows:

1. Grantors, for and in consideration of One Dollar ($1.00), and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant, assign and set over to the Grantee a right of way and easement for the construction, operation, maintenance, repair, alteration, inspection, and replacement of solar panels, other solar collection systems, wiring, cables, and connections, together with other attachments and incidental equipment hereon and thereto, and appurtenances over, on, across and under the Grantors' premises.

2. This easement shall terminate fifty years (50) from the date of this easement and shall be for the roofs of all buildings located on the above described real estate, and shall include the right to ingress and egress to the said building roofs, and shall also include a non-specific easement fifteen (15) feet in width to be used to locate the necessary wires and cables below the surface of the ground.

4. Grantee shall give Grantors reasonable written or telephonic notice before entry onto the premises by the Grantee's employees, agents or contractors. Grantee shall be permitted access to the premises twenty-four hours a day, seven days a week.

5. Grantors hereby consent to the installation on the buildings located on the premises and underground, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections. Grantee shall be responsible for all costs and performance of all tasks for installation, repair and maintenance of the solar panels and related equipment, including funding, obtaining all necessary permits and agreements required for the installation and operation of the system. Grantors shall cooperate with the Grantee in obtaining necessary permits and permission for the installation of the solar system on its premises.

6. Title to all improvements placed on the premises by the Grantee shall be held by the Grantee during the term of the easement and all such equipment shall be removed by the Grantee at the Grantee's expense before the last date of the easement term. Grantee shall be responsible for and shall reimburse Grantors for any additional real estate assessed as a result of the installation of Grantee's equipment, and Grantee shall be responsible for all personal property taxes assessed because of the solar system. Grantee shall be solely responsible for the operation and maintenance of the solar system, including the obligation to promptly make or pay the Grantors for all repairs to the premises or buildings to the extent directly caused by the Grantee, its employees, agents or contractors. Grantee shall bear all risk of loss to the solar system, except for actions or negligence by the Grantors or its agents and employees.

7. Each party represents and warrants to the other party that (a) such party is duly organized, validly existing and in good standing under the laws of the state of its formation and has all requisite power and authority to enter into this easement, to perform its obligations hereunder and to consummate the transactions contemplated hereby; (b) the execution and delivery of this easement has been duly authorized by all necessary company action; (c) this easement is a legal, valid and binding obligation of such party enforceable against such party in accordance with its terms.

8. Grantors represent and warrant to Grantee that there are no circumstances known to the Grantors or commitment to third parties that may damage, impair or otherwise adversely affect the solar collection system. Grantors covenant that Grantors have lawful title to the property and premises and full right to enter into this easement and that, subject to Grantors compliance with all material provisions of this easement, Grantee

shall have quiet and peaceful use of the property throughout the term of this easement. Grantors will not initiate or conduct activities that they know or reasonable should know may damage, impair or otherwise adversely affect the solar panels, and solar collection system or its function, including activities that may adversely affect the solar collection system's exposure to sunlight, without Grantee's prior written consent.

9. Grantee shall provide and take reasonable measures for security of the solar panels and collection, including commercially responsible monitor of the site's alarms, if any. The Grantee shall indemnify, defend and hold and save the other party and its employees, directors, officers, managers, members, shareholders, and agents harmless from and against any and all actions or causes of actions, third party claims, claims, suits, demands, liabilities, loss, damages, or expense, but not limited to those arising out of property damage (including environmental claims) and personal injury and bodily injury which shall or may at any time be incurred by reason or in consequence of the use or misuse of the Grantor's property, to the extent cause by the Grantee's (i) material breach of any obligation, representation or warranty contained herein and/or (ii) negligence or willful misconduct.

10. Grantors and Grantee agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). Grantee shall obtain during the term of this easement, Commercial General Liability insurance coverage in the amount of $1,000,000.00 each occurrence and $2,000,000.00 annual aggregate per location. This policy shall be endorsed to include the Grantors as an additional insured.

11. This easement shall run to the employees, licensees, contractors and assigns of the Grantee, and said Grantee's employees, licensees and assigns shall, when necessary, have access to said right of way and solar panels, solar collection system, connections and appurtenances thereon and thereunder for the purposes of operation, maintenance, repair, alteration, inspections, replacement, removal, and for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges thereto, and the Grantee hereby agrees to pay for any damage which may arise to the property or to repair such damage, at the Grantee's option.

12. The Grantee shall restore the ground area in the easement to a condition similar to the conditions immediately prior to construction, reconstruction or repair. Restoration may include replacement of topsoil over excavations, re-grading and reseeding.

13. This easement shall run with the land and shall be binding upon the parties hereto, their heirs, executors, administrators, successors, agents and assigns, during the term of this easement.

Dated this 8th day of ~~July~~ August, 2013

Evert N. Klaus, GRANTOR

Janice E. Klaus, GRANTOR

STATE OF IOWA,)
) ss:
COUNTY OF DELAWARE)

On this 8th day of ~~July,~~ August 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Evert N. Klaus and Janice E. Klaus, husband and wife, to me known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.

NOTARIAL SEAL IOWA
TOM N. KLAUS
COMMISSION NUMBER 740210
My Comm. Exp. 4-14-15

Notary Public in and for
the State of Iowa.

FARMERS SAVINGS BANK, GRANTEE

By: _____
Mark White, President

STATE OF IOWA,)
) ss:
COUNTY OF DELAWARE)

On this 8th day of ~~July~~ August, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mark White, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation executing the within and foregoing document; that said instrument was signed on behalf of said corporation by authority of its board of directors; and that the said Mark White as such officer acknowledged the execution of the said instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

NOTARIAL SEAL IOWA
JEANETTE K. THEIN
COMMISSION NUMBER 139384
My Comm. Exp. 5-1-16

Jeanette K. Thein

Notary Public in and for
the State of Iowa.