Recorded: 10/26/2015 at 3:14:56.0 PM
Fee Amount: $37.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2015 PG: 2926

Prepared by: Kathleen Law, 700 Walnut, Suite 1600, Des Moines, IA 50309; 515-283-3116
Return to: GWE 5 LLC, 102 Balfour Drive, Norwalk, IA 50211

TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT ELECTRIC LINE AND FACILITIES EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That Robert A. Bonert and Leora G. Bonert, husband and wife, as joint tenants and not as tenants in common, whose address is 2171 210th Street, Dyersville, Iowa 52040 and its successors and assigns (collectively, "**Grantor**"), in exchange for valuable consideration as recited herein, hereby grants, bargains, sells, and conveys to GWE 5 LLC, an Iowa limited liability company, whose address is 102 Balfour Drive, Norwalk, IA 50211, and its successors and assigns (collectively "**Grantee**"), its agents, contractors and employees, a temporary construction easement and a permanent easement over a portion of the real property owned by Grantor and described on the attached Exhibit "A" at page 6 ("**Grantor's Property**").

The temporary construction easement shall be for the purpose of staging, hauling, transporting, and storage of materials, vehicles and equipment during the construction and placement of the "Collection Lines" as that term is defined below. The permanent easement shall be for the construction, installation, operation, maintenance, repair, upgrading, relocation, replacement and removal of underground and/or aboveground electrical collection lines, including related telecommunications lines, poles and other related and appurtenant facilities as described in this easement agreement (collectively, "Collection Lines") on Grantor's Property.

The temporary construction easement granted to Grantee herein shall be over, upon, across and under the portion of Grantor's Property described as shown on the attached Exhibit "A" as the "Temporary Easement Area," and shall include the right of ingress and egress across Grantor's Property to and from the Temporary Easement Area, and shall specifically allow Grantee and its agents, contractors and employees the right to access and occupy the Temporary Easement Area in connection with the construction of the Collection Lines, including any other facilities as may be necessary in order to properly support, operate, and maintain the Collection Lines. The permanent easement granted to Grantee herein shall be over, upon, across and under the portion of Grantor's Property described as shown on the attached Exhibit "A" as the "Permanent Easement Area," and shall include the right of ingress and egress over Grantor's Property to and from the Permanent Easement Area, and shall specifically allow Grantee the right to construct, operate, maintain, remove, replace, upgrade,

reconstruct, relocate and repair the Collection Lines and appurtenant facilities and equipment, including without limitation wires, cables, conduit, insulators, footings, anchors, and such other facilities as may be necessary in order to properly support, operate, and maintain the Collection Lines, within the Permanent Easement Area.

1. All materials and equipment and facilities placed by Grantee in either the Temporary Easement Area or the Permanent Easement Area shall be owned by and remain the property of Grantee.

2. Grantee shall construct, operate, and maintain the Collection Lines in accord with the requirements of the National Electric Safety Code, the Iowa Electric Safety Code, and the Rules and Regulations of the Iowa Utilities Board, to the extent that such codes, rules and regulations apply to Grantee.

3. Grantee shall have the right to cut, trim, remove and dispose of trees, vegetation and shrubbery within the Temporary Easement Area and Permanent Easement Area to the extent necessary so that, in the reasonable opinion of Grantee, they will not interfere with or endanger the operation or maintenance of the Collection Lines or with Grantee's exercise of its other rights hereunder.

4. In addition to the easements and easement areas described above, Grantors grant to Grantee the right of ingress and egress over and across Grantor's Property and from the Temporary Easement Area and the Permanent Easement Area in order to permit Grantee to perform construction and maintenance work on the Collection Lines and related facilities and to exercise its other rights hereunder.

5. In consideration for the easement rights granted to Grantee pursuant to this Agreement, Grantee shall pay Grantor the amount shown on Exhibit "B" hereto which exhibit shall not be recorded, which includes compensation for all rights granted to Grantee hereunder including the right granted to Grantee to cut, trim, remove and dispose of trees, vegetation and shrubbery within the Temporary Easement Area and the Permanent Easement Area. In addition to said compensation, Grantee shall also pay Grantor for all damage to Grantor's Property caused by Grantee constructing, maintaining, replacing, rebuilding, repairing, or removing said Collection Lines and related facilities. Payment for damages shall be made at the completion of the work performed by Grantee which resulted in said damages.

PAYMENTS FOR CROP DAMAGE:
DETERMINING EXTENT OF DAMAGE: Damage will equal Price x Yield x Acreage damaged, destroyed, or compacted. The parties shall try in good faith to agree to the extent of damage and acreage affected. If they cannot agree, they shall have the area measured and extent of damage or compaction assessed by an impartial party such as a crop insurance adjuster or extension agent.

CROP PRICES, YIELD AND PAYMENT: Prices for damaged or destroyed crops will be the market value of the crop at the time crop damage is paid. Yield will be the average of the previous three years' yields according to Owner's records for the smallest parcel of land that includes the damaged area. In areas determined to have significant compaction from Grantee's use, compensation will be 1.5 times the value of crops lost or destroyed in the area compacted for each of the first three crop years following construction with no additional compaction damages payable in future years for that episode of compaction. Payment shall be made within 30 days after determining extent of damage.

LIMITATION: In no case shall Grantee be required to pay more than a single, total crop loss in one crop year for any given property.

6. The temporary construction easement created by this Agreement shall temporarily terminate thirty (30) days after the electric line and related facilities have been placed in service, but shall also be effective from time to time in the future during the maintenance, repair, replacement, upgrading, relocation and/or removal of the electric transmission lines and related facilities described herein. The permanent easement created by this Agreement shall be permanent and perpetual. Both the permanent and temporary easements created by this Agreement shall be binding upon Grantors and Grantee, and their respective successors, heirs, beneficiaries, devisees, grantees, tenants, and assigns, and shall run with the land.

7. Grantor agrees that it will not place, or allow to be placed any building, structure, or object of any kind within the Temporary Easement Area during the period of construction without specific written authorization from Grantee, and will not place or allow to be placed any building, structure, or object of any kind within the Permanent Easement Area which will interfere with or endanger the operation or maintenance of the Collection Lines or related facilities.

8. To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless Grantor from and against any and all third party claims and demands for damages to property, and for injury or death to persons, including payments made under any workers' compensation law or under any plan for employees' disability and death benefits, and including all reasonable expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the negligent construction or maintenance activities of Grantee related to the Collection Lines for which this easement is granted.

9. Grantor represents and warrants to Grantee that it owns fee simple title to Grantor's Property, including, but not limited to, the Temporary Easement Area and the Permanent Easement Area, that Grantor's Property is not encumbered by any mortgage or other lien, and that Grantor may execute and deliver this easement, and grant the easements and other rights described herein, without obtaining the consent or approval of any other party.

10. Grantor is aware that Grantee intends to enter into a co-easement agreement with GWE 6 LLC, an Iowa limited liability company and GWE 7 LLC, an Iowa limited liability company which agreement will provide, among other things, for the Collection Lines to also carry power generated by wind turbine(s) owned and operated by GWE 6 LLC and GWE 7 LLC, and that any of GWE 6 LLC, GWE 7 LLC or Grantee, as they may agree among them, may service the Collection Lines.

11. Notwithstanding anything in this easement agreement to the contrary, Grantee may terminate this easement agreement at any time by filing a termination of this easement agreement with the Delaware County Recorder, with a written copy to be sent to Grantor at its last known address. If Grantee terminates the easement agreement, Grantor may keep all payments paid to it prior to the termination date. Upon such termination, within twelve (12) months from the termination date, Grantee shall remove all above-ground facilities and any portion of the Collection Lines located less than 48" deep. Grantee shall restore Grantor's Property to the extent reasonably practicable following such removal.

A spouse if not a title holder does not join in the warranties herein, but executes this instrument solely as a release of dower, homestead, and distributive share.

This Temporary Construction Easement and Permanent Electric Line and Facilities Easement is executed and delivered by Grantor to Grantee this 15th day of April, 2015.

GRANTORS:

Robert A. Bonert
Robert A. Bonert

Leora G. Bonert
Leora G. Bonert

STATE OF Iowa)
) ss.
COUNTY OF Dubuque)

This record was acknowledged before me this 15th day of April, 2015, by Robert A. Bonert and Leora G. Bonert, husband and wife.

JOYCE WESSELS
Commission Number 122849
My Commission Expires 05/12/18

STAMP

Joyce Wessels
Notary Public

Printed Name: Joyce Wessels
My commission expires: 05/12/18

GRANTEE

GWE 5 LLC, an Iowa limited liability company

By: _____

Printed Name: Kurt Sherer

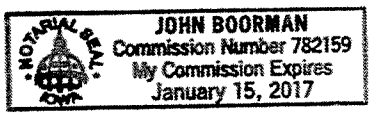
Title: VP

STATE OF Iowa)
) ss.
COUNTY OF Polk)

This record was acknowledged before me this 30 day of April, ~~2014~~ 2015, by Kurt Sherer as VP of GWE 5 LLC, an Iowa limited liability company.

_____
Notary Public

STAMP



Printed Name: John Boorman
My commission expires: 1-15-2017

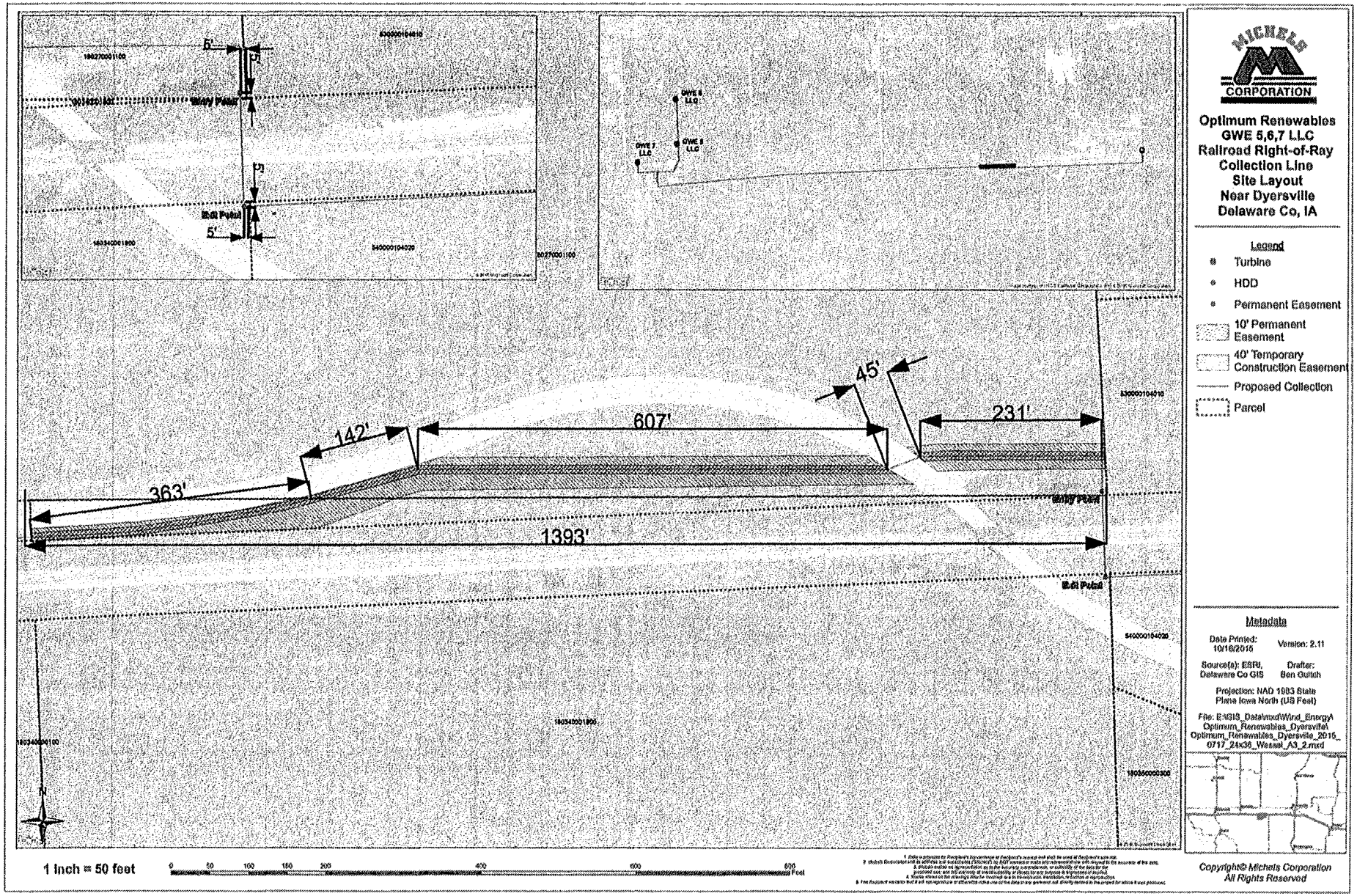
EXHIBIT A

Grantor's Property Legal Description, Map of Temporary Easement Area and Map of Permanent Easement Area

GRANTOR'S PROPERTY – LEGAL DESCRIPTION:

The East one half (E½) of Southeast Quarter (SE¼), and the East one half (E½) of the West one half (W½) of Southeast Quarter (SE¼) of Section Twenty Seven (27), all in Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M., except that part described as commencing at the Southwest corner of the East one-half (E½) of the West one-half (W½) of the Southeast Quarter (SE¼) of said Section Twenty Seven (27), thence East two hundred twenty seven (227) feet, thence North one hundred eighty two (182) feet, thence West two hundred twenty seven (227) feet, thence South one hundred eighty two (182) feet to the point of beginning, and except that part conveyed to State of Iowa by Warranty Deed recorded in Book 62, L.D., Page 284.

See "Exhibit A" site layout for depictions of the Temporary Easement Area and the Permanent Easement Area.



MICHELS CORPORATION

Optimum Renewables GWE 5,6,7 LLC Railroad Right-of-Ray Collection Line Site Layout Near Dyersville Delaware Co, IA

Legend

- Turbine
- HDD
- Permanent Easement
- 10' Permanent Easement
- 40' Temporary Construction Easement
- Proposed Collection
- Parcel

Metadata

Date Printed: 10/16/2015 Version: 2.11

Source(s): ESRI, Delaware Co GIS Drafter: Ben Gulich

Projection: NAD 1983 State Plane Iowa North (US Feet)

File: E:\GIS_Data\mxd\Wind_Energy\Optimum_Renewables_Dyersville\Optimum_Renewables_Dyersville_2015_0717_24x36_Wessel_A3_2.mxd

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