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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

E ✓ **Return & Prepared by:** PA HENRICHSEN, HENRICHSEN LAW OFFICE 10430 NEW YORK AVE SUITE B
URBANDALE IOWA 50322 PHONE 515.727.5330 ; email: pa@henrichsenlawoffice.com

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GEOHERMAL LINE EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this 13th day of October, 2015, by and between JEANNE M HENRICHSEN, (hereinafter referred to as “Grantor”), and JEANNE M HENRICHSEN (hereinafter referred to as “Grantee”).

RECITALS

WHEREAS, Grantor owns certain real property, commonly referred to as “Farm Ground” located in Madison County, Iowa and described in Exhibit “A”.

WHEREAS, Grantee owns certain real property, commonly referred to as “House Ground” located in Madison County, Iowa and described in Exhibit “B”.

WHEREAS, Grantee seeks a permanent easement and right-of-way through and within Farm Ground, for the purpose of locating, establishing, constructing, maintaining, repairing, and operating geothermal lines and mains and the right of ingress and egress in, from and to said easement, for the purpose of inspecting, maintaining, and repairing such geothermal mains and lines for widths of 12 and 15 feet within the line, commonly referred to as “Geothermal Field” and described on Exhibit “C” attached hereto and incorporated herein by reference.

In consideration of the mutual promises and obligations contained herein, the Grantor and

Grantee hereby covenant and agree as follows:

1. Grant of Easement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants unto Grantee its successors and assigns, a permanent easement and right-of-way through and within Grantor property, and as depicted on Exhibit "C", for the purpose of locating, establishing, constructing, maintaining, repairing, and operating geothermal lines and mains and the right of ingress and egress in, from and to said easement for the purpose of inspecting, maintaining and repairing such geothermal mains and lines.

The perpetual easement and right-of-way is hereby given and granted for the sole purpose of maintaining, repairing and operating geothermal lines and mains.

2. Grant Reservation.

Grantor hereby expressly reserves and shall have the right to use and enjoy the property for itself, its successors, assigns, and permittees; the right at all times and for any purpose to go upon, across and re-cross and to use the said easement premises in a manner consistent with the existing nature of the property.

3. Restoration.

Upon completion of any repair or maintenance work contemplated hereunder, Grantee agrees to promptly restore the above-described property owned by Grantor to a condition equal or superior to that existing prior to exercising its rights under this easement. If and when Grantee makes any future repairs to the geothermal lines and/or allied facilities located on the above described property, Grantee shall expediently replace and restore any affected portion of the property to a condition equal or superior to that existing prior to the under-taking of such repairs

and maintenance.

4. Indemnity.

Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor from any and all liability, loss or damage, Grantor may suffer as a result of any and all actions, claims, damages, costs and expenses on account of, or in any way arising out of or from this Agreement, including but not limited to indemnify and save and hold harmless Grantor from any and all losses, claims, actions or judgments for damages or injuries to persons or property arising out of or from, or caused by, the construction, operation, maintenance and use of the aforesaid easements and rights-of-way by Grantee or its agents. This indemnity shall continue so long as this Easement Agreement is in effect.

5. Recitals.

The recitals set forth above are hereby incorporated by this reference.

6. Binding Effect.

The rights and responsibilities set forth in this Agreement shall inure to and bind the parties hereto, their heirs, representatives, successors, and assigns and also constitute covenants running with the land.

7. Attorney Fees.

In the event of any action between the Grantor or Grantee for a breach of or to enforce any provision or right hereunder, the non-prevailing party in such action shall pay to the prevailing party all costs and expenses, expressly including, but not limited to, reasonable attorney fees and costs incurred by the successful party in connection with such action, including without limitation all fees and costs incurred on any appeal from such action or proceeding.

8. Headings.

The headings in this Agreement are intended for convenience only and shall not be used to vary or interpret the intent of the text.

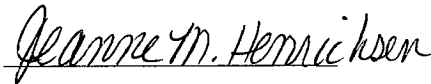
9. Recording.

Grantee shall, record this Easement Agreement in the records of Madison County, Iowa, and shall provide Grantor with conformed copies of the recorded instruments, as well as executed originals of all documents.

IN WITNESS WHEREOF, the parties enter into this Easement Agreement this 13th day of October, 2015.

GRANTOR:

By: JEANNE M HENRICHSEN



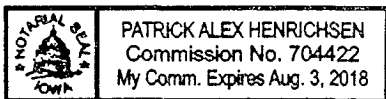
GRANTEE:

By: JEANNE M HENRICHSEN

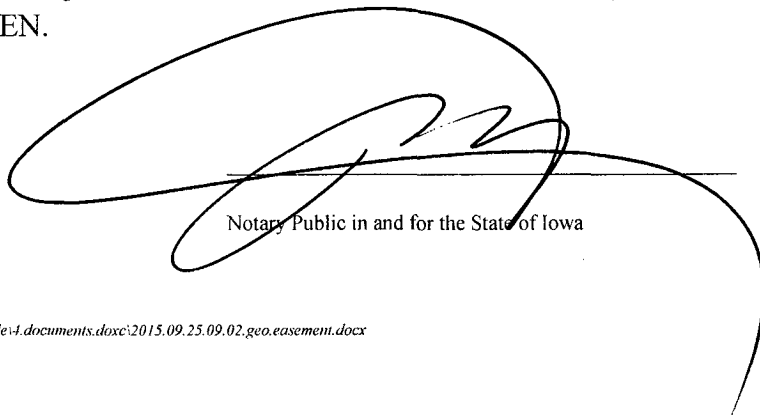


STATE OF IOWA, COUNTY OF POLK

This instrument was acknowledged before me on the above ascribed date by Grantor and Grantee, JEANNE M HENRICHSEN.



«seal»



Notary Public in and for the State of Iowa

EXHIBIT A

Farm Ground

The South Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) and the North Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Thirty-two (32) in Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, EXCEPT Parcel "B" located in the Southwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of said Section Thirty-two (32), containing 16.51 acres, as shown in Plat of Survey filed in Book 2015, Page 2987, on October 9, 2015, in the Office of the Recorder of Madison County, Iowa.



EXHIBIT B

House Ground

Parcel "B" a part the Southwest Quarter of the Northeast Quarter of Section 32, Township 7 6 North, Range 27 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

Beginning at the Northwest Comer of the Southwest Quarter of the Northeast Quarter of Section 32, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa thence South 89°57'33" East 1308.61 feet to the Northeast Comer of said Southwest Quarter of the Northeast Quarter thence South 00°31'18" East 549.97 feet along the East line of said Southwest Quarter of the Northeast Quarier; thence North 89°57'33" West 1307.47 feet to a point on the West line of said Southwest Quarter of the Northeast Quarter; thence North 00°38'25" West 549.98 feet to the Point of Beginning containing 16.51 acres including 0.76 acres of County Road right-of-way.

Also known as:

Parcel "B" located in the Southwest Quarter (¼) of the Northeast Quarter (¼) of Section Thirty-two (32), Township Seventy-six (76) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa, containing 16.51 acres, as shown in Plat of Survey filed in Book 2015, Page 2987, on October 9, 2015, in the Office of the Recorder of Madison County, Iowa.



EXHIBIT C

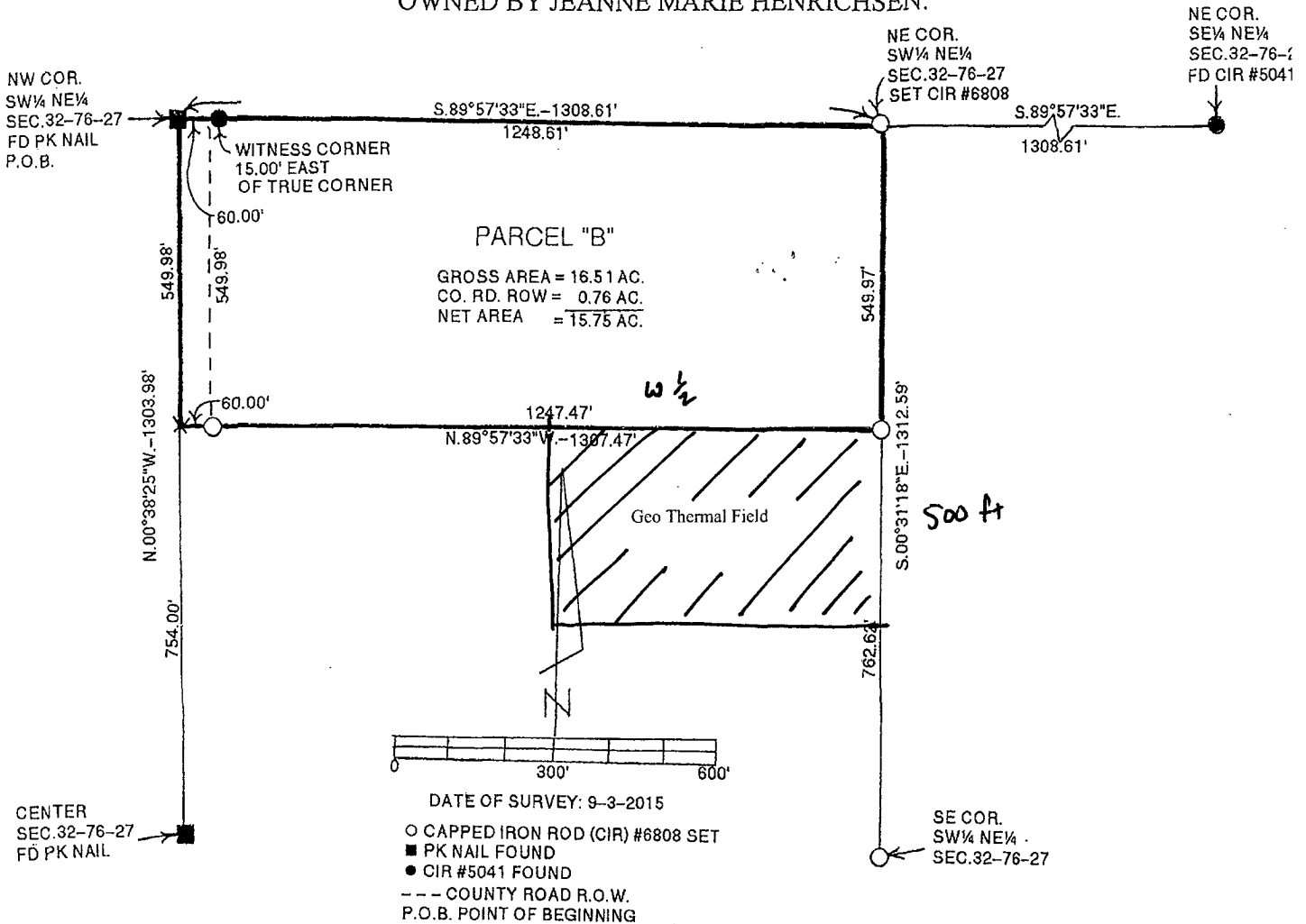
Geothermal Field

The Geo Thermal Field is approximately a rectangle that is appurtenant to the south east corner of the House Ground as drawn out on the following page.

VANCE & HOCHSTETLER, P.C. • CONSULTING ENGINEERS • WINTERSET, IOWA 50273

CHARLES T. VANCE • 110 WEST GREEN ST., WINTERSET, IOWA • (515) 462-3995
 JAMES M. HOCHSTETLER • 110 WEST GREEN ST., WINTERSET, IOWA • FAX: (515) 462-9845

PLAT OF SURVEY IN THE SOUTHWEST QUARTER OF THE NORTHEAST
 QUARTER OF SECTION 32, TOWNSHIP 76 NORTH, RANGE 27
 WEST OF THE 5TH P.M., MADISON COUNTY, IOWA
 OWNED BY JEANNE MARIE HENRICHSEN.



LEGAL DESCRIPTION:

Parcel "B" a part the Southwest Quarter of the Northeast Quarter of Section 32, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa more particularly described as follows:

Beginning at the Northwest Corner of the Southwest Quarter of the Northeast Quarter of Section 32, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa thence South 89°57'33" East 1308.61 feet to the Northeast Corner of said Southwest Quarter of the Northeast Quarter thence South 00°31'18" East 549.97 feet along the East line of said Southwest Quarter of the Northeast Quarter; thence North 89°57'33" West 1307.47 feet to a point on the West line of said Southwest Quarter of the Northeast Quarter; thence North 00°38'25" West 549.98 feet to the Point of Beginning containing 16.51 acres including 0.76 acres of County Road right-of-way.

LICENSED LAND SURVEYOR

J. M.
HOCHSTETLER
#8808

IOWA

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

J. M. Hochstetler

J.M. HOCHSTETLER
 License number 6808 Date 9/16/15
 My license renewal date is December 31, 2015
 Pages or sheets covered by this seal: 1