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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

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(B) GAW

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EASEMENT

This agreement, made and entered into this 9th day of August, 2013, by and between Kermit Construction Company, an Iowa Corporation, d/b/a Kuhlman Construction Company, (land owner) Grantor, Rock Corp., (building owner), Grantor, and Farmers Savings Bank, an Iowa banking corporation, Grantee, as follows:

WHEREAS, the Grantor, Kuhlman Construction Company, owns and has title to certain real estate located in Delaware County, Iowa, described as:

> Lots 9, 10, 11 and 12, and all that portion of all vacated Delaware Street located on the south side of Lots 9, 10, 11 and 12, all in Block 1 of Colony Addition to the Village of Colesburg, Delaware County, Iowa; and

WHEREAS, the Grantor, Rock Corp, owns the building located on the above described real estate, 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 the installation by the Grantee of a roof on the building owed by Grantor, Kuhlman Construction Company, and other valuable consideration, receipt of which is hereby acknowledged, both Grantors 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 and on the said building or property and over, across and under the real estate, 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. This easement shall include the right to move across said property for whatever purpose Grantee deems necessary for the operation of their business.

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 either Grantor 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 Grantor has 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. Grantor will not initiate or conduct activities that it knows 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 Grantor 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 9th day of August, 2013

KERMIT CONSTRUCTION COMPANY D/B/A KUHLMAN CONSTRUCTION COMPANY, GRANTOR

By: Rick Kuhlman Pres

Rick Kuhlman, President

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

On this 9th day of August, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rick Kuhlman, 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 Rick Kuhlman 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.

JANE A KUHLMAN
Notarial Seal - Iowa
Commission # 126309
My Commission Expires 10/10/15

Notary Public in and for
the State of Iowa.

ROCK CORP, GRANTOR

By: Rick Kuhlman Pres
Rick Kuhlman, President

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

On this 9th day of August, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rick Kuhlman, 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 Rick Kuhlman 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.

JANE A KUHLMAN
Notarial Seal - Iowa
Commission # 126309
My Commission Expires 10/10/15

Notary Public in and for
the State of Iowa.

FARMERS SAVINGS BANK, GRANTEE

By: Mark E White Pres.
Mark White, President

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

On this 9th day of 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.

THE FARMERS SAVINGS BANK CORPORATE SEAL

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.