

Recorded: 6/4/2025 at 9:41:22.0 AM  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax: \$0.00  
Delaware County, Iowa  
Daneen Schindler RECORDER  
BK: 2025 PG: 1398

**LEASE TERMINATION AGREEMENT**  
**Recorder's Cover Sheet**

**Preparer Information:** Jennifer Hodge Burkett, 111 E. Grand Avenue, Ste. 301, Des Moines, IA 50309, Phone: (515) 242-8900

**Taxpayer Information:** N/A

**Return Document To:** Jennifer Hodge Burkett, 111 E. Grand Avenue, Ste. 301, Des Moines, IA 50309

**Grantors:** Patrick S. Sperfslage and Frankie K. Sperfslage

**Grantees:** Iowa RSA No. 12 Limited Partnership

**Legal Description:** See Exhibit A

**Document or instrument number of previously recorded documents:** N/A

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## LEASE TERMINATION AGREEMENT

**THIS LEASE TERMINATION AGREEMENT** (the “**Termination Agreement**”) is made and entered into this 30 day of May, 2025 (the “**Effective Date**”) by and between Patrick S. Sperflage and Frankie K. Sperflage, husband and wife, (collectively, “**Landlord**”), Iowa RSA No. 12 Limited Partnership, an Iowa limited partnership, (“**Tenant**”). Landlord and Tenant are collectively referred to herein as the “**Parties**”, or individually as a “**Party**”.

### RECITALS:

A. Landlord and Tenant entered into that certain unrecorded Ground Lease dated as of January 20, 2003, (collectively, the “**Lease**”) relating to all or a portion of certain real property described on the attached Exhibit A (the “**Premises**”).

B. The Parties have entered into an Easement Acquisition Agreement dated as of December 3, 2024, in which Landlord agreed to grant Tenant certain perpetual easements on the Premises.

C. The Parties, therefore, agree to terminate the Lease as of the Effective Date, which shall also be the date of closing of the Easement Acquisition Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporated.** The above stated Recitals are incorporated herein as if fully restated in this paragraph. All capitalized terms used in this Termination Agreement, but not defined herein, shall have the same meanings provided in the Lease.

2. **Easement Acquisition Agreement.** Contemporaneously with the execution of this Agreement, Landlord shall grant Tenant the easements and rights contemplated by the Easement Acquisition Agreement (the “**Easements**”).

3. **Termination.** Provided that Landlord grants the Easements, Tenant and Landlord agree that the Lease shall terminate on the Effective Date and that neither party has any further obligations under the Lease, except those that expressly survive termination.

4. **General Provisions.** The Parties further declare and represent that no promise, inducement or agreement not herein expressed has been made, and that this Agreement contains the entire agreement between the Parties, and that the terms of this Agreement are contractual and not mere recital. If any part or parts of this Termination Agreement shall be held unenforceable for any reason, the remainder of this Termination Agreement shall continue in full force and effect. If any provision of this Termination Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited. The covenants and conditions contained in this Termination Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties. The individual signatories signing below covenant that they have requisite power, right, and authority to enter into and carry out their obligations under this Termination Agreement and that their respective corporate structures are in good standing and accurately referenced herein. This Termination Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument. Signatures transmitted electronically shall be deemed binding on the Parties.

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement as of the date first written above.

Patrick S. Sperfslage

By: Patrick S. Sperfslage

Printed: Patrick S. Sperfslage

Frankie K. Sperfslage

By: Frankie K. Sperfslage

Printed: Frankie K. Sperfslage

**Acknowledgment**

STATE OF IOWA )

) ss:

COUNTY OF Delaware )

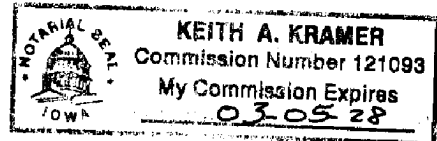
This record was acknowledged before me on the 20<sup>th</sup> day of MAY, 2025, by Patrick S. Sperfslage.

WITNESS my hand and official seal.

Signature: Keith A. Kramer

Notary Public Keith A. Kramer

My Commission Expires: 03-05-28 {Seal}



STATE OF IOWA )

) ss:

COUNTY OF Delaware )

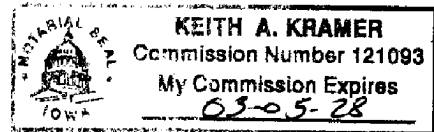
This record was acknowledged before me on the 20<sup>th</sup> day of MAY, 2025, by Frankie K. Sperfslage.

WITNESS my hand and official seal.

Signature: Keith A. Kramer

Notary Public Keith A. Kramer

My Commission Expires: 03-05-28 {Seal}



**Iowa RSA No. 12 Limited Partnership**

By: Farmers Mutual Cellular Telephone Company, Inc.

Its: General Partner

By: *DW*

Printed: Douglas W. Chambers

Its: Vice President

**Acknowledgement**

GRANTEE

STATE OF ILLINOIS           )  
  ) ss:  
COUNTY OF COOK        )

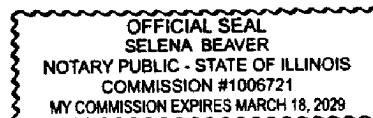
On this the 27<sup>th</sup> day of May, 2025, before me, Selena Beaver, the undersigned Notary Public, personally appeared Douglas W. Chambers proved to me through satisfactory evidence of identity, in which he is personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Vice President, of Farmers Mutual Cellular Telephone Company, Inc., the General Partner of Iowa RSA No. 12 Limited Partnership.

WITNESS my hand and official seal.

*[Signature]*

Notary Public

My Commission Expires: 3/18/2029



{Seal}

**Exhibit "A" – Property**

THE FOLLOWING DESCRIBED REAL ESTATE IN DELAWARE COUNTY, IOWA:  
THE WEST FRACTIONAL ONE-FOURTH (WFR1/4) OF SECTION SEVEN (7), TOWNSHIP EIGHTY SEVEN (87) NORTH, RANGE THREE (3), WEST OF THE FIFTH P.M., EXCEPT THE NORTH THIRTY (30) ACRES THEREOF; AND THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWELVE (12), EXCEPT A PIECE OF LAND DESCRIBED AS BEGINNING AT THE SOUTH QUARTER SECTION CORNER OF SECTION TWELVE (12), AND RUNNING THENCE NORTH SEVEN HUNDRED NINETY EIGHT AND TWO-TENTHS (798.2) FEET, THENCE SOUTH FOURTEEN (14) DEGREES FORTY FOUR (44) MINUTES EAST EIGHT HUNDRED TWENTY FIVE AND THREE-TENTHS (825.3) FEET, THENCE WEST TWO HUNDRED NINE AND NINE-TENTHS (209.9) FEET TO THE PLACE OF BEGINNING ALL BEING IN SECTION TWELVE (12), TOWNSHIP EIGHTY SEVEN (87) NORTH, RANGE FOUR (4), WEST OF THE FIFTH P.M. GRANTORS ALSO GRANT UNTO GRANTEES AN EASEMENT OVER AND ACROSS THE EXISTING ROADWAYS ON THE PREMISES TO PROVIDE ACCESS FROM THE COUNTY ROADWAY TO THE NORTHEAST QUARTER OF SECTION 12-87-3 WHICH SAID EASEMENT RUNS WITH THE LAND AND IS BINDING UPON GRANTORS, HEIRS, SUCCESSORS AND ASSIGNS.

PARCEL ID: 410070000209 (TOWER); 410070000200 (ACCESS); 410129902100 (ACCESS)  
THIS BEING THE SAME PROPERTY CONVEYED TO PATRICK S. SPERFSLAGE AND FRANKIE K. SPERFSLAGE, HUSBAND AND WIFE, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP, AND NOT AS TENANTS IN COMMON FROM DONALD H. DIGMANN AND MARY ANN DIGMANN, HUSBAND AND WIFE IN WARRANTY DEED DATED JANUARY 9, 2007 AND RECORDED JANUARY 16, 2007 IN BOOK 2007 PAGE 144, IN DELAWARE COUNTY, IOWA.