

Recorded: 6/4/2025 at 9:41:39.0 AM
County Recording Fee: \$77.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$80.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2025 PG: 1399

Prepared by and Return to:
Gerry O'Brien
U.S. Cellular
8410 W. Bryn Mawr Ave.
Chicago, IL 60631
Attn: Real Estate Legal Team
Phone:

(Recorder's Use Above this Line)

STATE OF IOWA

Property Parcel No.: _____

COUNTY OF DELAWARE

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") dated as of May 30, 2025, ("Execution Date") by and between Patrick S. Sperflage and Frankie K. Sperflage, husband and wife, (collectively, "Grantor") and Iowa RSA No. 12 Limited Partnership, an Iowa limited partnership ("Grantee").

BACKGROUND

Grantor is the fee simple owner of the real property described on Attachment "A" hereto (the "Property"). Grantor desires to grant to Grantee certain easement rights with respect to the Property, as more particularly described below, and subject to the terms and conditions of this Agreement.

AGREEMENTS

For and in consideration of Ten and No/100ths Dollars (\$10.00), the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Easements.** Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants and conveys unto Grantee and its successors and assigns the easements referenced below (collectively, the "Easements") for the purposes set forth in Section 6 hereof:

- i. a perpetual, exclusive easement (the "Exclusive Easement") in and to that portion of the Property more particularly described on Attachment "B" hereto, for the purpose of the Permitted Use (as such term is defined in Section 6.1 below);
- ii. a perpetual, non-exclusive easement in and to that portion of the Property more particularly described on Attachment "C" hereto (the "Access and Utility Easement"), for the purpose of the Access and Utility Uses (as such term is defined in Section 6.2 below);

2. Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, lessees, licensees, invitees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement, including but not limited to those set forth in Sections 1, 10, 11, 12 and, 23, shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.

4. Duration. The duration of the Easements granted herein (the "Term") shall be perpetual, unless and until Grantee provides written, recordable notice to Grantor of its intent to terminate this Agreement, which Grantee may deliver at any time to Grantor in its sole discretion in which event this Agreement and all obligations of Grantee hereunder shall terminate upon Grantee's delivery of such notice. In the event that the use of the Easements is abandoned (as hereinafter defined as "Abandoned" or "Abandonment") by Grantee, or its successors, then Grantor, or its successors, may terminate the Easements by providing legally sufficient evidence of such Abandonment, and following such termination all right and title to the land constituting the Easements shall revert back to Grantor. Grantee shall be deemed to have Abandoned, and/or Abandonment shall be deemed to have occurred if neither Grantee nor any of its affiliates, subsidiaries, officers, employees, contractors, customers, tenants, subtenants, contractors, agents or invitees or their respective successors or assigns (collectively, the "Grantee Parties") utilize (such use shall be construed broadly to include, but not be limited to, construction, repair, replace, maintenance, inspection, operation and use of the tower system for the broadcast and receipt of telecommunications, data communications or other signals, and any other legally permitted use, and any and all other equipment related thereto (including, without limitation, poles, radios, antennas, wires, cables, guy wires, anchors, brace-poles, fences, generators and other equipment) the tower site or facilities in any manner for a consecutive period of two (2) years, and, following the expiration of such 2 year period, do not respond within forty-five (45) days of Grantor's written notice to Grantee requesting acknowledgement of Grantee's Abandonment, which notice shall assert that non-response will result in termination of the Easements.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneous with the execution of this Agreement, of sufficient consideration and except as specifically provided for in the Easement Acquisition Agreement previously signed by the parties, no additional consideration shall be due during the Term of this Agreement.

6. Permitted Use of Easement Areas.

6.1. Permitted Use. The Exclusive Easement may be used by Grantee and the Grantee Parties for installing, constructing, maintaining, operating, modifying, repairing, replacing and removing

Improvements (as hereinafter defined) and equipment, which may be located on the Exclusive Easement from time to time, for the facilitation of communications and other related uses in connection therewith and any other legally permitted use. Grantee and the Grantee Parties may make any improvements, alterations or modifications to the Easements as are deemed appropriate by Grantee, in its sole discretion. At all times during the Term, Grantee and the Grantee Parties shall have the exclusive right to use, and shall have free access to, the Easements seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the exclusive right to lease, sublease, license, or sublicense any structure or equipment on the Exclusive Easement and shall also have the right to license, lease or sublease to third parties all or any portion of the Easements, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement for any reason and shall not disturb the right of Grantee or a Grantee Party to use the Exclusive Easement in any manner. Grantor and Grantee acknowledge that Grantee and the Grantee Parties may be locating expensive telecommunications equipment and other equipment in the Exclusive Easement and that Grantee, in order to comply with FCC regulations, must and is hereby permitted to construct a fence around all or part of the Exclusive Easement, and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement. All of the foregoing in this Section 6.1 shall constitute the "Permitted Use."

6.2. Access and Utility Uses. The Access and Utility Easement may be used by Grantee and the Grantee Parties for ingress and egress from and to the Exclusive Easement, as well as the construction, installation, operation and maintenance of (a) access drives, and (b) curb cuts. and to connect the same to a publicly dedicated right of way. The Access and Utility Easement may be used by Grantee and Grantee Parties for overhead and underground electric, water, gas, sewer, telephone, data transmission and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, and to connect the same to utility lines located in a publicly dedicated right of way. Grantor shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantee or a Grantee Party; and Grantor shall not utilize the Access and Utility Easement in any manner that interferes with the use of such area by Grantee or a Grantee Party. If the Access and Utility Easement is currently used by Grantor, then Grantee and the Grantee Parties shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantor. All of the foregoing in this Section 6.2 shall constitute the "Access and Utility Uses."

7. Equipment and Fixtures. Grantee or a Grantee Party shall have the right to erect, install, maintain, replace, modify, relocate, remove, and operate on the Exclusive Easement such equipment, improvements, infrastructure, structures, fixtures, towers, guy wires, guy anchors, and antennas (collectively, the "Improvements") and other personal property as Grantee may deem necessary or appropriate, and such Improvements, including the Improvements currently situated on the Exclusive Easement, shall not be deemed to be part of the Property, but shall remain the property of Grantee or such Grantee party. Subject to the provisions in Section 27 of this Agreement, Grantee or a Grantee Party may freely remove their respective Improvements from the Easements at any time during the Term.

8. Assignment. Grantee may assign this Agreement, in whole or in part, to any person or entity, including but not limited to an affiliate, subsidiary, or lender of Grantee at any time without the prior written consent of Grantor. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee shall be automatically relieved of all duties and obligations and released from all liabilities attributable to Grantee pursuant to this Agreement.

9. Covenants and Agreements.

9.1. Grantor represents and warrants that it is the owner in fee simple of the Property, free and clear of all liens and encumbrances, and that it alone has full right to grant the Easements. Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the Easements for the Term without any hindrance, molestation or ejection by any party whomsoever.

9.2. During the Term, Grantor shall pay when due all real property taxes and all other fees and assessments attributable to the Property. If Grantor fails to pay when due any taxes affecting the Property, Grantee shall have the right but not the obligation to pay such taxes and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee. Notwithstanding the foregoing, in Grantee's sole discretion, if the Easements are eligible for a separate assessor's parcel number, then Grantee may apply for and obtain a separate assessor's parcel number and the real property tax bill for the Easements shall be sent directly to and shall be paid by Grantee. Grantee's direct payment of the taxes for the Easements does not relieve the Grantor from its obligation to keep current the taxes assessed against the remainder of the Property.

9.3. Unless the Exclusive Easement already constitutes a separate tract or tax parcel, Grantor shall not cause the area comprising the Easements to be legally or otherwise subdivided from any master tract of which it is a part, nor shall Grantor cause the area comprising the Easements to be separately assessed for tax purposes unless Grantee chooses to do so in its sole discretion. If it is determined by Grantee in its sole judgment at any time during the Term, that the transfer of the Easements set forth herein requires or shall require the subdivision of the Property, and if Grantee, in its sole judgment, determines that it desires to seek subdivision approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in obtaining all necessary approvals for such subdivision.

9.4. Grantor shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title on the Easements.

9.5. Grantor shall not request or agree to amend or modify the current zoning of the Easements without the prior written approval of Grantee. From and after the Execution Date, Grantor shall promptly deliver to Grantee copies of any governmental request or notice affecting the Easements, including any condemnation or rezoning notice.

9.6. Grantor will comply with all laws, ordinances and regulations affecting the Property (including, without limitation, all environmental, health and safety laws) with respect to the Property and shall promptly deliver to Grantee copies of any notices concerning or related to possible or actual violation of any laws, ordinances or regulation. Grantor agrees to promptly address and correct any adverse environmental condition on or affecting the Property, in compliance with applicable environmental, health and safety laws, (other than any adverse environmental condition directly caused by Grantee, which shall remain the responsibility of Grantee).

9.7. Grantor hereby agrees to indemnify, defend and hold harmless Grantee and the Grantee Parties their officers, directors, shareholders, agents and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein or in any agreement executed in connection herewith.

10. Non-Disturbance. During the Term, Grantor will not modify or grant any easement, ground lease, lease, license, sale or other similar interest of or upon the: (i) Easements; or (ii) the Property if, with respect to the Property, such would interfere with the use of the Easements by Grantee or a Grantee Party. Grantee and the Grantee Parties are currently utilizing the Exclusive Easement for the Permitted Use which includes the purpose of transmitting and receiving telecommunication signals, including but not limited to wireless telecommunications signals. Grantor and Grantee recognize that Grantee's use of the Easements set forth in this Agreement would be frustrated if the telecommunications signals were blocked, if an obstruction were built that would cause interference with such transmission, or if access and/or utilities to and from the Exclusive Easement were partially and/or completely inhibited. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing, and shall promptly undertake any remedial action necessary to do so. Grantee shall have the express right to seek an injunction to prevent any of the activity prohibited by this Section 10.

11. Access and Utilities. To the extent not otherwise addressed herein, (or to the extent any access and utility easement specifically referenced herein, including but not limited to the Access and Utility Easement or the Exclusive Easement, if applicable, cannot, does not, or will not fully accommodate the access and utility needs of the Exclusive Easement at any time), Grantor hereby grants and conveys unto Grantee and the Grantee Parties full, complete, uninterrupted and unconditional access to and from the Exclusive Easement, seven (7) days a week, 24 hours a day, over and across the Property and any adjacent property now or hereafter owned by Grantor, for, without limitation, ingress and egress to and from the Exclusive Easement, as well as the construction, installation, location, maintenance, relocation and repair of overhead and/or underground utility connections, including electric, telephone, gas, water, and sewer provided that Grantee shall repair any damages to the Property caused by such access. Grantor agrees, at Grantor's sole cost, to maintain all access roadways from the nearest public right of way to the Exclusive Easement and, Access and Utility Easement in a manner sufficient to allow for pedestrian and vehicular access to the Exclusive Easement at all times. If it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement are not encompassed within the description of the Access and Utility Easement set forth herein, then Grantor and Grantee shall agree to amend the description of the Access and Utility Easement set forth herein to include the description of such areas. If it becomes necessary to relocate any of the utility lines that serve the Exclusive Easement, Grantor hereby consents to the reasonable relocation of such utility lines upon the Property for no additional consideration, and hereby agrees to reasonably cooperate with Grantee to create a revised legal description for the Access and Utility Easement that will reflect such relocation.

12. Mortgagees' Continuation Rights and Notice and Cure. Grantor consents to the granting by Grantee of a lien and security interest in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to the Easements described herein, and furthermore consents to the exercise by any current or future mortgagee of Grantee ("Grantee's Mortgagee") of its rights of foreclosure with respect to its lien and security interest. Provided that Grantee gives Grantor written notice of any such mortgagee, Grantor agrees to recognize Grantee's Mortgagee as Grantee hereunder upon any such exercise by Grantee's mortgagee of its rights of foreclosure. Grantor hereby agrees to give Grantee and Grantee's Mortgagee written notice of any breach or default of the terms of this Agreement within fifteen (15) days after the occurrence thereof at such address as is specified by Grantee in its notice to Grantor of the existence of such Grantee's Mortgagee or to any additional address designated by Grantee or Grantee's Mortgagee in writing. Grantor further agrees that no default under this Agreement shall be deemed to have occurred unless such notice to Grantee's Mortgagee is also given and that, in the event of any such breach or default under the terms of this Agreement, Grantee and Grantee's Mortgagee shall have the right for a period of ninety (90) days after receipt of written notice from Grantor to cure or correct any such

default, and Grantor agrees to accept such payment or performance on the part of the Grantee's Mortgagee as though the same had been made or performed by the Grantee. Grantor agrees that it shall enter into any reasonable amendment hereto requested by any current or future Grantee Mortgagee.

13. Notices. All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth below (or at such other address designated in writing pursuant to the terms hereof):

Grantor: Patrick S. Sperfslage
712 3rd St
Delhi, IA 52223

Grantee: Iowa RSA No. 12 Limited Partnership
8410 W Bryn Mawr Ave.
Chicago, IL 60631
Attention: Real Estate Legal Team

14. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from strikes, acts of God, pandemics, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority and any other cause not within the control of Grantor or Grantee, as the case may be.

15. Recording. This Agreement shall be recorded.

16. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth where the Property is located. Grantor relinquishes, releases and waives all rights of dower, homestead and distributive shares in and to the Easement.

17. Captions and Headings. The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement.

18. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantee.

19. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

20. Severability. If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had

been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the grant of the Easements shall convert to a ground lease for an extended term of 99 years, or the longest term permissible by applicable law between Grantor, as lessor, and Grantee, as lessee, (with the Exclusive Easement area being the leased premises therein for the purpose of the Permitted Use, and the Access and Utility Easement area remaining a non-exclusive easement for the purpose of the Access and Utility Uses) for uses consistent with those set forth in Section 6 hereof, and containing other terms and conditions reasonably acceptable to both parties; provided that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the Exclusive Easement or to permit sublessees or licensees to utilize the Access and Utility Easement; nor shall Grantor be entitled to any additional consideration in connection with such subleases and licenses; and provided that the delivery of the consideration paid by Grantee to Grantor for the Easements at the execution of this Agreement shall constitute the prepayment of rent under such ground lease for an extended term of 99 years, or the longest term permissible by applicable law.

21. Attorneys' Fees. If there is any legal action or proceeding between Grantor or Grantee arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

22. Entire Understanding and Amendment. This Agreement, the Easement Acquisition Agreement by and between Grantor and Grantee, and the closing documents executed in connection therewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement and signed by each of the parties hereto.

23. Zoning. To the extent any Improvements upon the Exclusive Easement do not meet zoning or other land-use requirements, or to the extent such Improvements may otherwise have to be relocated, Grantor hereby consents to the reasonable relocation of such Improvements to accommodate such requirements, at any time during the Term. Grantor hereby agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement and the Access and Utility Easement that will accommodate the requirements for any relocated Improvements, including its access and utility needs. Grantor hereby covenants and agrees that neither Grantor nor an affiliate of Grantor shall at any time file an opposition to a zoning or land use application of Grantee or in any way publicly oppose Grantee at a zoning hearing or other land use proceedings in connection with the Property and the Easements; and that Grantor shall promptly cooperate with Grantee in making application for obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easements.

24. Rule Against Perpetuities. If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof or would limit the time during which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such interest in property shall be effective only

from the date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the state in which the Property is located who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

25. Intentionally Omitted.

26. Further Acts; Attorney-In-Fact. Grantor shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may reasonably require to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor's attorney-in-fact coupled with an interest to prepare, execute and deliver land-use and zoning applications that concern the Improvements, on behalf of Grantor with federal, state and local governmental authorities.

27. Termination by Grantee. Grantee may terminate the Agreement at any time upon prior written notice to Grantor. Within one hundred eighty (180) days of the termination of this Agreement by Grantee or within one hundred eighty (180) days of termination of this Agreement by Grantor as a result of Abandonment (as previously defined) Grantee and Grantee's customers and sublessees shall remove all of their communications equipment and other personal property from the Exclusive Easement, including the removal of any above-ground Improvements, but not including any underground Improvements or utilities which Tenant shall be permitted to abandon in the ground, if any, and restore the Exclusive Easement to its original condition, or as near there to as existed at the time of Grantee's installation of the Improvements as is commercially reasonable, reasonable wear and tear excepted.

28. Insurance.

28.1. Grantee shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, Grantee shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000); and all risk property insurance covering all personal property of Grantee for full replacement value. Grantee shall provide Grantor with evidence of such insurance in the form of a certificate of insurance within fifteen (15) days of written request from Grantor therefore throughout the duration of this Agreement.

28.2. Grantor shall maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, to the extent required by law, Grantor shall maintain worker's compensation in statutory amounts and employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000). Grantor shall provide Grantee with evidence of such insurance in the form of a certificate of insurance within fifteen (15) days of written request from Grantor therefore throughout the duration of this Agreement.

29. Indemnification.

- 29.1. To the extent permitted by law, Grantee agrees to defend, indemnify and save harmless Grantor from and against all claims, losses, costs, expenses, or damages from a third party, arising from
- i. The negligence, willful misconduct or strict liability of Grantee, or its agents, employees, or contractors; or
 - ii. Any material breach by Grantee of any provision of this Agreement. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Grantee will have no liability to Grantor to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Grantor, or of Grantor's agents, employees or contractors.
- 29.2. To the extent permitted by law, Grantor agrees to defend, indemnify and save harmless Grantee from and against all claims, losses, costs, expenses, or damages from a third party, arising from
- i. The negligence, willful misconduct or strict liability of Grantor or its agents, employees, or contractors; or
 - ii. Any material breach by Grantor of any provision of this Agreement. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Grantor will have no liability to Grantee to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Grantee, or of Grantee's, agents, employees or contractors.

30. Environmental Laws.

30.1. Grantee represents, warrants and agrees that it will conduct its activities on the Easements in compliance with all applicable Environmental Laws (as defined in Section 30.5 below)

30.2. Grantor represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property and Easements in compliance with all applicable Environmental Laws.

30.3. Grantee agrees to defend, indemnify and hold the Grantor harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorneys' fees that Grantor may suffer due to any noncompliance with Environmental Laws by Grantee or attributable to Grantee's operations, or due to any spill or release of Hazardous Substances (as defined in subsection 30.6 below) attributable to Grantee's operations on the Easements.

30.4. Grantor agrees to defend, indemnify and hold the Grantee harmless from and against any and all claims, causes of action, demand and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorneys' fees that Grantee may suffer due to any non-compliance with Environmental Laws or the presence or release of Hazardous Substances on the Property or Easements, in each case that are not attributable to Grantee's operations on the Easements. The indemnifications in this Section 30 specifically include direct costs incurred in connection with any investigation of Property conditions or any cleanup, remedial, removal or restoration work required by any governmental authority of the Property or Easements.

30.5. As used in this Agreement, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., the Clean Air Act, 42 U.S.C. §§ 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§ 2701, et seq., the National Environmental Policy Act of 1999, including all FCC rules and regulations implementing such act or any other comparable local, state or federal statute or ordinance pertaining to the human health and the environment and all regulations pertaining thereto.

30.6. As used in this Agreement, "Hazardous Substance" means any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by Environmental Laws; and any petroleum products and their by-products.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

GRANTOR:

Patrick S. Sperfslage

By: Patrick S. Sperfslage

Printed: Patrick Sperfslage

Frankie K. Sperfslage

By: Frankie K. Sperfslage

Printed: Frankie K. Sperfslage

Acknowledgment

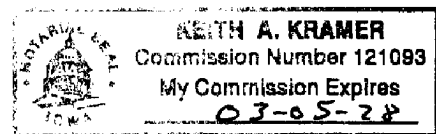
GRANTOR

STATE OF IOWA)
) ss:
COUNTY OF Delaware)

This record was acknowledged before me on the 20th 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}

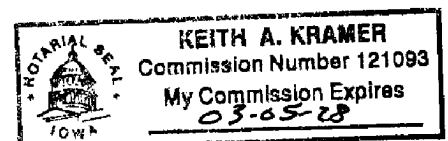


STATE OF IOWA)
) ss:
COUNTY OF Delaware)

This record was acknowledged before me on the 20th 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}



GRANTEE:

Iowa RSA No. 12 Limited Partnership
By: Farmers Mutual Cellular Telephone Company, Inc.
Its: General Partner

By: DMWC
Printed: Douglas W. Chambers
Its: Vice President

Acknowledgement

GRANTEE

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On this the 27th 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}

Attachments:

Attachment "A" – Property
Attachment "B" – Exclusive Easement
Attachment "C" – Access and Utility Easement

Attachment "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.

Attachment "B" – Exclusive Easement

PART OF THE SOUTHWEST 1/4 OF SECTION 7, TOWN 87 NORTH, RANGE 3 WEST AND SOUTHEAST 1/4 OF SECTION 12, TOWN 87 NORTH, RANGE 4 WEST, 5TH PRINCIPAL MERIDIAN, SOUTH FORK TOWNSHIP, DELAWARE COUNTY, IOWA DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12 ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 01°49'22" WEST ALONG THE LINE COMMON TO SAID SECTION 12 AND SAID SECTION 7 A DISTANCE OF 903.26 FEET TO THE POINT OF BEGINNING; THENCE NORTH 73°56'12" WEST A DISTANCE OF 250.86 FEET; THENCE NORTH 16°03'48" EAST A DISTANCE OF 370.00 FEET; THENCE SOUTH 73°56'12" EAST A DISTANCE OF 131.45 FEET TO A POINT ON SAID COMMON LINE; THENCE CONTINUING SOUTH 73°56'12" EAST A DISTANCE OF 208.55 FEET; THENCE SOUTH 16°03'48" WEST A DISTANCE OF 370.00 FEET; THENCE NORTH 73°56'12" WEST A DISTANCE OF 89.14 FEET TO THE POINT OF BEGINNING. CONTAINING 125,800 SQUARE FEET OR 2.888 ACRES.

Attachment "C" – Access and Utility Easement

AN EASEMENT FOR INGRESS/EGRESS OVER/UNDER AND ACROSS ALL THAT PART OF THE SOUTHWEST 1/4 OF SECTION 7, TOWN 87 NORTH, RANGE 3 WEST AND SOUTHEAST 1/4 OF SECTION 12, TOWN 87 NORTH, RANGE 4 WEST, 5TH PRINCIPAL MERIDIAN, SOUTH FORK TOWNSHIP, DELAWARE COUNTY, IOWA DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 12 ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 01°49'22" WEST ALONG THE LINE COMMON TO SAID SECTION 12 AND SAID SECTION 7 A DISTANCE OF 903.26 FEET TO THE SOUTH LINE OF AN EXCLUSIVE EASEMENT; THENCE NORTH 73°56'12" WEST ALONG SAID SOUTH LINE A DISTANCE OF 250.86 FEET TO THE SOUTHWEST CORNER OF SAID EXCLUSIVE EASEMENT; THENCE NORTH 16°03'48" EAST ALONG THE WEST LINE OF SAID EXCLUSIVE EASEMENT A DISTANCE OF 340.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 74°27'54" WEST A DISTANCE OF 494.36 FEET; THENCE NORTH 54°36'30" WEST A DISTANCE OF 279.62 FEET; THENCE NORTH 76°48'27" WEST A DISTANCE OF 61.93 FEET; THENCE SOUTHERLY A DISTANCE OF 186.36 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 125°37'10", AND CHORD BEARING SOUTH 40°22'58" WEST 151.21 FEET; THENCE SOUTH 22°25'37" EAST A DISTANCE OF 236.99 FEET; THENCE SOUTHERLY A DISTANCE OF 56.63 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 81°07'08", AND CHORD BEARING SOUTH 18°07'57" WEST 52.02 FEET; THENCE SOUTH 58°41'32" WEST A DISTANCE OF 1809.97 FEET TO THE EAST RIGHT OF WAY OF IOWA HIGHWAY 38 (120' WIDE/PUBLIC); THENCE NORTH 17°58'57" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 30.87 FEET; THENCE NORTH 58°21'51" EAST A DISTANCE OF 1,759.04 FEET; THENCE NORTHERLY A DISTANCE OF 89.38 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 63.49 FEET, A CENTRAL ANGLE OF 80°39'18", AND CHORD BEARING NORTH 18°02'12" EAST 82.18 FEET; THENCE NORTH 22°25'37" WEST A DISTANCE OF 233.68 FEET; THENCE NORTHERLY A DISTANCE OF 192.94 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 88.00 FEET, A CENTRAL ANGLE OF 125°37'10", AND CHORD BEARING NORTH 40°22'58" EAST 156.55 FEET; THENCE SOUTH 76°48'27" EAST A DISTANCE OF 118.38 FEET; THENCE SOUTH 58°29'27" EAST A DISTANCE OF 345.61 FEET; THENCE SOUTH 74°27'54" EAST A DISTANCE OF 422.71 FEET TO THE NORTHWEST CORNER OF SAID EXCLUSIVE EASEMENT; THENCE SOUTH 16°03'48" WEST ALONG THE WEST LINE OF SAID EXCLUSIVE EASEMENT A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.