LEASE

This Lease is made and entered into the 25th day of January, 1990 by and between HELEN M. RYAN and RICHARD C. RYAN, her husband, Rural Route 2, Box 137, Manchester, Iowa 52057 (the "Lessors"), and UNITED STATES CELLULAR CORPORATION, a Delaware corporation, 8410 W. Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631, Attention: Real Estate Department (the "Lessee").

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Lease of Premises. Lessors hereby lease to Lessee the following described Leasehold Parcel:

> The Southerly 660 feet of the Westerly 660 feet of the Northeast Quarter of Section 33, Township 90 North, Range 5 West, Delaware County, Iowa, containing ten (10) acres, more or less.

2. Grant of Easement Parcel. Lessors hereby grant to Lessee the following described Easement Parcel appurtenant to the Leasehold Parcel:

> An easement for ingress, egress, and utilities through a strip of land 30 feet in width and extending from the Leasehold Parcel to the dedicated north-south public highway which runs along the Easterly line of Section 33 aforesaid.

3. Grant of Easement Rights. To effect the purposes of this Lease, Lessors hereby grant to Lessee the following Easement Rights: (a) the right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcel, and to improve the Easement Parcel with an Access Road; (b) the right to run power, telephone, and transmission lines and conduits either overhead or underground within the Easement Parcel; (c) the right to enter and temporarily rest upon Lessors' other property for the purposes of installing, repairing, replacing, and removing the leasehold improvements (the "Improvements") and any other personal property of Lessee upon the Leasehold Parcel and improving the Easement Parcel, including the right to bring in and use all necessary tools and machinery; and (d) the right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and through the Easement Parcel. The Leasehold Parcel, Easement Parcel, and Easement Rights are collectively referred to herein as the "Premises."

FILE No. 37-470
RECORDING FEE $ 40.00
TRANSFER FEE $

FILED FOR RECORD THE 24 DAY OF August, 1990 AT 10:14 O'CLOCK A. M. BOOK 2 PAGE 67

STATE OF IOWA, DELAWARE COUNTY
Joan Sheppard, Recorder
MISC. CM 31

4. Survey and Legal Description. Lessee shall, at Lessee's own expense, cause a survey or site plan and legal description of the Premises to be made, which legal description shall become attached hereto as Exhibit "A," and shall be the controlling description of the real estate which comprises the Premises.

5. Use of the Premises. Lessee shall be entitled to use the Premises to construct, operate, and maintain thereupon a telecommunications antenna tower, access road, equipment buildings, site power plant (including power line, rectifier, batteries, generator, and fuel storage tank), together with all necessary lines, anchors, connections, fixtures, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage.

6. Term of Lease. This Lease shall commence on the date hereof and shall expire on January 31, 2010.

7. Option to Renew. Lessee shall have the option to renew this Lease for two (2) additional terms of five (5) years each by giving written notice thereof to Lessors at least sixty (60) days before the expiration of the most recent unexpired Lease term.

8. Option to Terminate. Lessee shall have the option to terminate this Lease without penalty by giving written notice thereof to Lessors at least sixty (60) days before the effective date of such termination. Lessee shall not be entitled to receive any refund of prepaid rent if Lessee exercises this right.

9. Rent. Lessee shall pay to Lessors as cash consideration for use of the Premises during the term of this Lease the sum of One Thousand Dollars ($1,000) per year during the first ten (10) Lease years; the sum of Twelve Hundred Dollars ($1,200) per year during the eleventh (11th) through fifteenth (15th) Lease years; and the sum of Thirteen Hundred Fifty Dollars ($1,350) per year during the sixteenth (16th) through twentieth (20th) Lease years. During any renewal term of this Lease, the Rent shall be Fifteen Hundred Dollars ($1,500) per year without further adjustment. Rent is payable in advance on the first day of May each calendar year.

10. Entry Before Possession. Prior to taking possession of the Premises and commencing work to construct Improvements, Lessee shall be entitled to visit and enter upon the Premises to cause engineering studies to be made with respect thereto, including surveys, soil tests, radio wave propogation and field strength tests, and such other analyses and studies of the Premises as Lessee determines to be necessary or desirable.

11. Right to Farm. As further consideration for this Lease, Lessors shall have the right to use all unfenced and unimproved portions of the Premises for agricultural purposes, specifically the cultivation and harvesting of growing crops and the grazing of livestock, subject however to the right of Lessee to modify its fencing, expand its improvements, and to take, reduce, exclude, and remove any part of the Premises from agricultural use in accordance with Lessee's own needs during the term of this Lease, as the same may be extended.

12. Utilities. Lessee shall be responsible for all costs of providing utility services to the Premises.

13. Taxes. Lessors shall pay all general and special real estate taxes levied against the Premises, and Lessee shall pay all personal property taxes and assessments, if any, levied against the Improvements. Lessors agree to join with Lessee in an application requesting the appropriate taxing authority to perform a tax parcel division and create a separate tax number for the Premises, if such a division is available. Lessors shall deliver evidence satisfactory to Lessee of payment of real estate taxes affecting the Premises at least ten days before such real estate taxes would otherwise become delinquent. If Lessors fail to provide such evidence of payment, Lessee may, at Lessee's option, pay any unpaid real estate taxes then due. Lessors shall immediately reimburse Lessee for such payment or, at Lessee' option, Lessee may offset the amount of real estate taxes paid by Lessee against any amounts due or to become due to Lessors under this Lease.

14. Repairs. Lessee shall be responsible for all repairs of the Improvements, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises.

15. Clearing Timber. Lessors shall, if requested by Lessee, cause a sufficient amount of timber, in Lessee's exclusive opinion, to be cleared from the wooded area at the Southerly end of the Leasehold Parcel to accomodate the unobstructed placement of Lessee's tower guy line and guy line anchor into the woods.

16. Mutual Indemnification. Lessee shall indemnify and hold Lessors harmless from any loss, damage, or injury caused by, or on behalf of, or at the fault of the Lessee. Lessors shall indemnify and hold Lessee harmless from any loss, damage, or injury caused by, or on behalf of, or at the fault of the Lessors. Nothing in this Article shall require a party to indemnify the other party for such other party's own willful or negligent actions. Lessee agrees to maintain, at Lessee's expense, commercial general liability insurance in an amount not less than One Million Dollars ($1,000,000) per occurrence covering Lessee's operations on

the Premises, and to periodically throughout the term of this Lease provide Lessor with a Certificate of Insurance evidencing that such coverage is still in force.

17. Monetary Default. The Lessee shall be in default of this Lease if Lessee fails to make a payment of rent when due and such failure continues for fifteen (15) days after Lessors notify Lessee in writing of such failure.

18. Opportunity to Cure Nonmonetary Defaults. If Lessors or Lessee fails to comply with any nonmonentary provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional 30 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

19. Assignment of Rents by Lessors. The right to receive Rent under this Lease shall be freely assignable by the Lessors, and Lessors shall notify Lessee in writing of the name and address of any Assignee of Rents.

20. Assignment of Lease by Lessee. This Lease and the Premises hereunder shall be freely assignable by the Lessee to any other party without the consent of the Lessors. Lessee's right to effect an outright transfer of the Premises, and the right of any Collateral Assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes described in Article 5 hereof. Lessee shall notify Lessors in writing of the name and address of any Assignee or Collateral Assignee.

21. Subleasing. Lessee shall have the unreserved and unqualified right to sublet tower, building, and ground space upon the Premises to subtenants without the Lessors' consent.

22. Execution of Other Instruments. Lessors agree to execute, acknowledge, and deliver to Lessee other instruments respecting the Premises, such as a Memorandum of Lease in recordable form, a Landlord's Consent to Lessee's giving a leasehold mortgage, and such other instruments as Lessee or Lessee's lender may reasonably request from time to time, and to request and direct any mortgagee of the underlying land to execute similar lienholder's consents, letters, or memoranda.

23. Subordination This Lease is and shall be subject and subordinate to all mortgages which may now or hereafter affect the land underlying the Premises, provided that the

holders of such mortgages specifically agree in writing to recognize this Lease and that Lessee may quiety enjoy the Premises hereunder so long as Lessee is not in default hereof.

24. Removal of Improvements. The Improvements are agreed to be Lessee's personal property and shall never be considered fixtures to the real estate. Lessee shall at all times be authorized to remove all Improvements from the Premises, and within three (3) months after expiration or earlier termination of this Lease, Lessee shall be obligated, at Lessee's expense, to remove the Improvements from the Premises.

25. Conditions Precedent. This Lease and all rights and obligations hereunder, including Lessee's obligation to pay rent, are expressly conditioned upon and subject to the following:

a. Lessee must receive all necessary local, state, and federal governmental approvals relating to Lessee's intended use of the Premises.

b. Lessee's technical reports must establish to Lessee's exclusive satisfaction that the Premises are capable of being suitably engineered to accomplish Lessee's intended use of the Premises.

c. Lessee's title insurer must determine that the Lessors possess good and clear marketable title to the real estate underlying the Premises, and that such title is free from encumbrances and restrictions which would interfere with Lessee's intended use of the Premises or would impair Lessee's ability to pledge the leasehold estate as collateral to secure debt financing.

26. Condition Subsequent. Lessors' obligations under this Lease shall expire on May 31, 1990, unless on or before that date Lessee notifies Lessors that all of the Conditions Precedent have been satisfied or waived and that Lessee is prepared to begin paying Rent. Lessee may extend such May 31, 1990 date by paying Fifty Dollars ($50) per month for each month extended, such right to be exercised by notice to Lessors, and Lessee shall be entitled to apply any such payments made as a credit against Rent.

27. Quiet Enjoyment. Lessors covenant that Lessee shall have quiet and peaceable possession of the Premises throughout the Lease term as the same may be extended, and that Lessors will not admit persons to the Premises who are not authorized by the Lessee to have admittance.

28. Binding Effect. All of the terms, covenants and conditions of this Lease Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, subsidiaries, affiliates, sublessees, successors and/or assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto bind themselves to the provisions of this Lease the day and year first above written.

LESSORS:

HELEN M. RYAN

Helen M Ryan

RICHARD C. RYAN

Richard C. Ryan

LESSEE:

UNITED STATES CELLULAR CORPORATION, a Delaware corporation

By: _____

H. Donald Nelson,
President

STATE OF IOWA)
)
COUNTY OF DELAWARE)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that HELEN M. RYAN and RICHARD C. RYAN, known to me to be the same persons whose names are subscribed to the foregoing Lease, appeared before me this day in person and severally acknowledged that they signed said Lease as their free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this 26th day of January, 1990.

Teresa J. Greve

Notary Public

NOTARIAL SEAL
TERESA J. GREVE
MY COMMISSION EXPIRES
02-19-90

EXHIBIT "A"

Leasehold Parcel:

A portion of the Northeast Quarter and the Southeast Quarter of Section 33, Township 90 North, Range 5 West of the Fifth Principal Meridian, Delaware County, Iowa, further described as follows:

Beginning at a point on the south line of the Northeast Quarter of Section 33 that is North 89 degrees 6 minutes 55 seconds West 682.77 feet from the southeast corner of the Northeast Quarter of Section 33; thence South 3 degrees 18 minutes 55 seconds East 389.50 feet; thence South 86 degrees 41 minutes 5 seconds West 636 feet; thence North 3 degrees 18 minutes 55 seconds West 436.23 feet to the South line of the Northeast Quarter of Section 33; thence continuing North 3 degrees 18 minutes 55 seconds West 119.77 feet; thence North 86 degrees 41 minutes 5 seconds East 636 feet; thence South 3 degrees 18 minutes 55 seconds East 166.50 feet to the point of beginning. Contains 8.12 acres.

Easement Parcel:

An easement for ingress, egress, and utilities, over, under, upon, across, and through a strip of land 30 feet in width, with a center line described as follows:

Beginning at a point on the east line of the Northeast Quarter of Section 33 that is North 4 degrees 3 minutes 33 seconds East 460 feet from the Southeast corner of the Northeast Quarter of Section 33; thence North 85 degrees 56 minutes 27 seconds West 50 feet; thence South 41 degrees 36 minutes 42 seconds West 455 feet; thence South 67 degrees 39 minutes 52 seconds West 335.44 feet; thence North 89 degrees 6 minutes 56 seconds West 357 feet to the easterly line of the aforesaid Leasehold Parcel. Contains 0.6 acres more or less.

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that H. Donald Nelson, President of UNITED STATES CELLULAR CORPORATION, a Delaware corporation, known to me to be the same person whose name is subscribed to the foregoing Lease, appeared before me this day in person and acknowledged that, pursuant to authority of the Board of Directors of said corporation, he signed said Lease as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein stated.

Given under my hand and seal this 7 day of March, 1990.

Tracy Wagner

Tracy Wagner

" OFFICIAL SEAL "
TRACY WAGNER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/29/91

LESSEE'S CORPORATE SEAL:

