DELAWARE COUNTY IOWA
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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$16.00

Graybill Electronics, Inc.
Attn: Kevin Graybill
98 Emmons St.
Manchester IA
52033-1109

Preparer: Michael H. Irvine, Attorney and Counselor at Law 417 1st Ave SE
CEDAR RAPIDS, IA 52404 (319) 366-8016

COMMUNICATION TOWER EASEMENT

Donald Ochampaugh and Carolyn Ochampaugh, his wife, for valuable consideration this receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to Graybill Electronics, Inc., a corporation organized under the laws of the State of Iowa, and to its successors and assigns, an easement for a term of 99 years to enter upon the lands of the Grantors situated in the County of Delaware, Manchester, Iowa, legally described as follows:

> That part of the Southwest Quarter (SW¼) of Section Thirty One (31), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M. described more particularly as follows: commencing at the Southeast corner of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section Thirty One (31), thence North 33.0 feet to the point of beginning, thence North 234.5 feet, thence North 89° - 29' West 109.8 feet, thence South 235.5 feet, thence East 109.7 feet to the point of beginning; said parcel containing approximately .6 of an acre

and to erect, operate, maintain, repair and rebuild a communication tower and all pertinent wires, poles, cables and appliances necessary in connection therewith, to-wit:

1. Grantors grant to Graybill Electronics, Inc. during the term above-stated the right to license, permit or otherwise agree to the joint use or occupancy of the communication tower by any other person, association or corporation. The consideration to be paid by Graybill Electronics, Inc. shall consist of the following:

a) Graybill Electronics, Inc. will install, maintain and supply a two-way radio antenna for the benefit of Grantors to be used in connection with the base radio maintained by the Grantors on the subject premises. As long as the Grantors maintain the use of this aerial, no additional fee shall be paid by Graybill Electronics, Inc. for the tower, subject to paragraphs i & ii hereunder:

i. In the event that Graybill Electronics, Inc. does lease or sublease any portion of the tower for use for the benefit of another party, Grantors shall be paid the sum of $10.00 per month throughout the term of said usage by one or more persons.

ii. Provided that in the event that the Grantors in their sole discretion cease to use the aerial supplied by Graybill Electronics, Inc. and abandon their use of the tower, an agreed rental in the sum of $10.00 per month shall be paid, not to be paid as an additional fee to paragraph i.

b) Graybill Electronics, Inc. shall indemnify and save harmless the Grantors, their successors or assigns, against all loss or damage, or against all suits, actions or other proceedings that may accrue or arrise in any manner whatsoever as a result of the installation, use, operation or presence of the subject communications tower on the above described premises.

Each party hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under the insurance.

c) Graybill Electronics, Inc. shall at all times during the term of this easement, at its expense, provide general liability insurance which will keep the subject tower on the above-described premises insured to cover the legal liability of Graybill Electronics, Inc. and/or the Grantors occasioned by the persence of the subject tower.

d) The Grantors agree that all poles, wires and towers or other facilities installed in connection with the subject communications tower shall be at the expense of Graybill Electronics, Inc. and shall remain the property of Graybill Electronics, Inc. removable at their option. Grantors covenant to and with the Graybill Electronics, Inc. that subject to existing easements, if any, for public highways or roads, etc. or electrical transmission or distribution lines covering the land herein described, that Grantors are lawfully seized and possessed of said lands and have a good and lawful right and power to sell and convey them subject to existing encumbrances and that Grantors will, during the term above-stated, warrant and defend the title to said easement and the quiet enjoyment thereof against the lawful claims and demands of all persons whomsoever.

e) Graybill Electronics, Inc. shall at all times during the term of this Easement be responsible for all personal property taxes, use taxes and/or real estate taxes, or other taxes attributable to the subject tower. The Grantors shall supply information to Graybill Electronics, Inc. in connection with taxation expense and it shall be paid within thirty (30) days of the date of invoice.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 5th day of December, 1978.

Donald Ochampaugh

Carolyn Ochampaugh

GRAYBILL ELECTRONICS, INC.

By Charles A. Graybill PRESIDENT

STATE OF IOWA)
) SS:
COUNTY OF LINN)

On the 5th day of December, 1978, before me the undersigned a Notary Public in and for the State of Iowa, personally appeared Donald Ochampaugh and Carolyn Ochampaugh, husband and wife, to me personally known, and upon being sworn on oath did say that they as Grantors executed the within and

foregoing instrument to which this is attached, and acknowledged that the execution of said instrument is their voluntary act and deed by them voluntarily executed.

/s/ Michael H. Irvine
Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF LINN)

On the 12th day of December, 1978, before me the undersigned a Notary Public in and for the State of Iowa, personally appeared Charles A. Graybill, to me personally known, and upon being sworn on oath did say that he is the President of Graybill Electronics, Inc., an Iowa corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that the said Charles A. Graybill as President did acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.

/s/ Michael H. Irvine
Notary Public in and for the State of Iowa