DELAWARE COUNTY IOWA
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BOOK 2004 PAGE 1550
DEBORAH L. PEYTON
DELAWARE CO RECORDER
19.00

PREPARED BY: CARROLL J. REASONER, SHUTTLEWORTH & INGERSOLL, P.C., P.O. Box 2107, Cedar Rapids, IA 52406-2107, (319) 365-9461

AGREEMENT

The undersigned, being first duly sworn or affirmed states:

1. That on or about March 22, 2000, Daniel C. Deutmeyer and Heidi Deutmeyer, as Grantors, executed a certain Easement ("***Access Easement***") naming "Redwood Wireless Wisconsin, LLC, d/b/a Cellcom" which is a Wisconsin limited liability company (hereafter "***RWW***") as "Grantee" and the Access Easement was filed for record in the Delaware County Recorder's office on March 22, 2000, being recorded in Book 2000, Page 894, granting Grantee an access easement across certain real estate described as:

Part of the Southeast Quarter of the Northeast Quarter of Section 35, Township 89 North, Range 3 West of the 5th Principal Meridian, and part of the South Half of the Northwest Quarter of Section 36, Township 89 North, Range 3 West of the 5th Principal Meridian, all in Delaware County, Iowa, described as follows:

Commencing at the East Quarter Corner of Section 35, Township 89 North, Range 3 West of the 5th Principal Meridian; thence N 1°43'25" W, along the East line of the Northeast Quarter of said Section 35, 567.15 feet; thence S 88°16'35" W 368.76 feet to the Point of Beginning; thence continuing S 88°16'35" W 20.00 feet; thence Northeasterly 637.62 feet along the arc of a 410.00 foot radius curve, concave Southeasterly, (chord bears N 42°49'45" E, 575.28 feet); thence N 87°22'55" E, 2040.55 feet; thence Southeasterly 153.14 feet along the arc of a 110.00 foot radius curve, concave Southwesterly, (chord bears S 48°30'15" E, 153.14 feet); thence Southeasterly 214.18 feet along the arc of a 140.00 foot radius curve, concave Northeasterly, (chord bears S 48°13'00" E, 193.89 feet); thence N 87°57'25" E, 257.67 feet to the West right of way line of 332nd Avenue; thence S 2°05'10" E, along said West right of way, 20.00 feet; thence S 87°57'25" W, 257.88 feet; thence Northwesterly 244.77 feet along the arc of a 160.00 foot radius curve, concave Northeasterly, (chord bears N 48°13'00" W, 221.59 feet; thence Northwesterly 138.59 feet along the arc of a 90.00 foot radius curve, concave Southwesterly, (chord bears N 48°30'15" W, 125.30 feet); thence 87°22'55" W, 2040.55 feet; thence Southwesterly 606.52 feet along the arc of a 390.00 foot radius curve, concave Southeasterly, (chord bears S 42°49'50" W, 547.22 feet to the Point of Beginning.

2. That there is an error in the name of the grantee for the Access Easement. RWW should not have been named as the grantee. RWW does not have or own any right, title

or interest in the Access Easement. The Grantee should have correctly been identified as "Iowa RSA #12, LLC", a Wisconsin limited liability company.

3. That on or about March 22, 2000, Daniel C. Deutmeyer and Heidi Deutmeyer, as Grantors, executed a certain Easement ("***Utility Easement***") naming RWW as "Grantee" and the Utility Easement was filed for record in the Delaware County Recorder's office on March 22, 2000, being recorded in Book 2000, Page 896, granting Grantee a utility easement across certain real estate described as:

Part of the Southeast Quarter of the Northeast Quarter of Section 35, Township 89 North Range 3 West of the 5th Principal Meridian, and part of the South Half of the Northwest Quarter of Section 36, Township 89 North Range 3 West of the 5th Principal Meridian, all in Delaware County, Iowa described as follows:

Beginning at the East Quarter Corner of Section 35, Township 89 North, Range 3 West of the 5th Principal Meridian; thence N 88°25'05" E along the South line of the Northwest Quarter of Section 36, Township 89 North, Range 3 West of the 5th Principal Meridian, 2569.99 feet to the West right of way of 332nd Avenue; thence N 2°05'10" W, along said West right of way, 20.0 feet; thence S89°24'15" W, 2839.08 feet; thence N 10°28'25" W, 47.73 feet; thence S88°16'35" W, 20.24 feet; thence S 10°28'25" E, 67.97 feet to the South line of the Northeast Quarter of said Section 35; thence N 88°16'20" E, along said South line, 286.38 feet to the Point of Beginning.

4. That there is an error in the name of the grantee for the Utility Easement. RWW should not have been named as the grantee. RWW does not have or own any right, title or interest in the Utility Easement. The Grantee should have correctly been identified as "Iowa RSA #12, LLC", a Wisconsin limited liability company.

5. That on or about April 21, 2000 Daniel C. and Heidi J. Deutmeyer, as Lessors, granted a Lease ("***Lease***") to "Cellcom", as Lessee, for a cell tower site, on property located in part of the Southeast Quarter of the Northeast Quarter of Section 35, township 89 North, Range 3 West of the 5th Principal Meridian, Delaware County, Iowa, described as follows:

A part of the Southeast Quarter of the Northeast Quarter of Section 35, Township 89 North, Range 3 West of the 5th P.M., Delaware County, Iowa, and being more particularly described as follows:

Commencing at the East Quarter (E-1/4) corner of Section 35, Township 89 North, Range 3, West of the 5th Principal Meridian; Thence North 01°43'25" West, along the East line of said Northeast Quarter (NE-1/4) of said Section 35, 567.15 feet; Thence South 88°16'35" West 128.76 feet to the Point of Beginning; thence continuing South 88°16'35" West 540.00 feet; Thence South 01°43'25" East 500.00 feet; thence North 88°16'35" East 540.00 feet; thence North 01°43'25" West 500.00 feet to the Point of Beginning

6. That a Memorandum of the Lease was recorded in the Delaware County Recorder's office on May 8, 2000 in Book 2000, Page 1422

7. That it was an error to name "Cellcom" as the Lessee in the Lease as "Cellcom" is a fictitious name and not a legal entity. The Lessee should have correctly been identified as "Iowa RSA #12, LLC", a Wisconsin limited liability company, which does business as Cellcom.

8. That neither RWW nor "Cellcom" has any rights, title or interest in the above referenced Access Easement, Utility Easement or Lease, the property subject to the above referenced Access Easement, Utility Easement or Lease, or the improvements located on such property. RWW has never placed Cellular equipment on the tower, nor has it ever utilized the property or the Access Easement or the Utility Easement. Further, RWW filed a disclaimer with

the Delaware County Recorder's Office on May 6 2004, in Book 2004 Page 1549, . Said Disclaimer, disclaims and waives all of RWW's rights, title and interest in the above referenced Access Easement, Utility Easement and Lease.

9. That since March of 2000, Iowa RSA #12, LLC, a Wisconsin Limited Liability Company, d/b/a Cellcom has continuously owned and operated a Cellular Tower on the property described in the Lease and has utilized the rights granted under the Access Easement and Utility Easement for ingress and egress to and utilities servicing the tower site and has paid all rents and other payments under the Lease, the Access Easement and Utility Easement. Further, Iowa RSA #12, LLC acknowledges that it owns and has been operating a telecommunications tower on the property described in the Lease and has been paying the rent under the Lease to Daniel C and Heidi J. Deutmeyer and has been performing the obligations of the Lessee under the Lease since the inception of the Lease.

10. That Daniel C. and Heidi J. Deutmeyer acknowledge and agree that they have received rent payments from Iowa RSA #12, LLC and have looked to Iowa RSA #12, LLC as Lessee under the Lease since the inception of the Lease and grantee under the Access Easement and Utility Easement since the granting of such Easements.

11. That Daniel C. and Heidi J. Deutmeyer, as Lessors, Iowa RSA #12, LLC, as Lessee, and agree that (i) RWW is not now and never was either the Lessee under the Lease or the Grantee under the Access Easement or the Utility Easement, and (ii) Iowa RSA #12, LLC is now and has at all times since inception of the Lease, the Access Easement and the Utility Easement been the Lessee under the Lease and the Grantee under the Access Easement and Utility Easement.

12 This Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument. The signature and acknowledgement of a party to any counterpart may be removed and attached to any other otherwise identical counterpart. Any counterpart containing the signatures of all parties shall constitute an original of this Agreement and may be recorded as such

[Signatures and Acknowledgements follow]

The parties have executed this Agreement effective as of October 15, 2003.

Iowa RSA #12, LLC,
A Wisconsin limited liability company

BY: Patrick D Riordan
Patrick D. Riordan, President

Daniel C. Deutmeyer

Heidi J. Deutmeyer

the Delaware County Recorder's Office on May 6 2004, in Book 2004 Page 1549. Said Disclaimer, disclaims and waives all of RWW's rights, title and interest in the above referenced Access Easement, Utility Easement and Lease.

9. That since March of 2000, Iowa RSA #12, LLC, a Wisconsin Limited Liability Company, d/b/a Cellcom has continuously owned and operated a Cellular Tower on the property described in the Lease and has utilized the rights granted under the Access Easement and Utility Easement for ingress and egress to and utilities servicing the tower site and has paid all rents and other payments under the Lease, the Access Easement and Utility Easement. Further, Iowa RSA #12, LLC acknowledges that it owns and has been operating a telecommunications tower on the property described in the Lease and has been paying the rent under the Lease to Daniel C and Heidi J. Deutmeyer and has been performing the obligations of the Lessee under the Lease since the inception of the Lease.

10. That Daniel C. and Heidi J. Deutmeyer acknowledge and agree that they have received rent payments from Iowa RSA #12, LLC and have looked to Iowa RSA #12, LLC as Lessee under the Lease since the inception of the Lease and grantee under the Access Easement and Utility Easement since the granting of such Easements.

11. That Daniel C. and Heidi J. Deutmeyer, as Lessors, Iowa RSA #12, LLC, as Lessee, and agree that (i) RWW is not now and never was either the Lessee under the Lease or the Grantee under the Access Easement or the Utility Easement, and (ii) Iowa RSA #12, LLC is now and has at all times since inception of the Lease, the Access Easement and the Utility Easement been the Lessee under the Lease and the Grantee under the Access Easement and Utility Easement.

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[Signatures and Acknowledgements follow]

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Iowa RSA #12, LLC,
A Wisconsin limited liability company

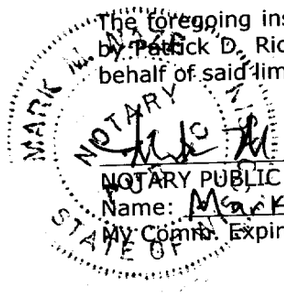
BY:_____
Patrick D. Riordan, President

Daniel C. Deutmeyer

Heidi J. Deutmeyer

STATE OF WISCONSIN)
)ss
COUNTY OF BROWN)

The foregoing instrument was acknowledged before me on the 1st day of April, 2004, by Patrick D. Riordan, as President of Iowa RSA 12, LLC, a Wisconsin Limited Liability Company, on behalf of said limited liability company.



NOTARY PUBLIC
Name: Mark M. Naze
My Comm. Expires: 2-8-2008

STATE OF IOWA)
)ss
COUNTY OF DELAWARE)

On this _____ day of _____, 2004 before me the undersigned, a Notary Public in and for the above State, personally appeared Daniel C. Deutmeyer and Heidi J. Deutmeyer, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument acknowledged that they executed the instrument as their voluntary act and deed.

_____
NOTARY PUBLIC
Name: _____
My Comm. Expires: _____

STATE OF WISCONSIN)
)ss
COUNTY OF BROWN)

The foregoing instrument was acknowledged before me on the ___ day of _____, 2004, by Patrick D. Riordan, as President of Iowa RSA 12, LLC, a Wisconsin Limited Liability Company, on behalf of said limited liability company.

_____
NOTARY PUBLIC
Name: _____
My Comm. Expires: _____

STATE OF IOWA)
)ss
COUNTY OF DELAWARE)

On this 19th day of April, 2004 before me the undersigned, a Notary Public in and for the above State, personally appeared Daniel C. Deutmeyer and Heidi J. Deutmeyer, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument acknowledged that they executed the instrument as their voluntary act and deed.

_____
NOTARY PUBLIC
Name: Randy J. Ludwig
My Comm. Expires: 9-20-06.

