

BK: 2022 PG: 1472
Recorded: 5/19/2022 at 10:58:12.0 AM
Pages 23
County Recording Fee: \$117.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$120.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

THIS INSTRUMENT WAS DRAFTED BY:

DYKEMA GOSSETT PLLC
Giuliano D. Mancini, Esq.
400 Renaissance Center
Detroit, Michigan 48243
(313) 568-6800

AFTER RECORDING, RETURN TO:

WHEN RECORDED RETURN TO:

OLD REPUBLIC TITLE

ATTN: POST CLOSING

530 SOUTH MAIN STREET

SUITE 1031

AKRON, OH 44311
01-22014419 Mac

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

See Exhibit "A" for Legal Description, Common Address and Parcel ID No.

Facilities: F1/WINTERSET/JOHNSON FARM / 876972
Street Address: 1525 Hwy. 92 West
City: Winterset
County: Madison
State: Iowa

between

CROWN CASTLE TOWERS 09 LLC,
a Delaware limited liability company ("Crown")
with a mailing address of c/o Crown Castle USA Inc., General Counsel, Attn: Legal – Real
Estate Dept., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317

and

MICHAEL K. JOHNSON,
a married man ("Grantor")
with a mailing address of 223 S 6th Ave, Winterset, Iowa 50273

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the “Easement”) is made effective this 16 day of MAY, 2022, by and between **MICHAEL K. JOHNSON**, a married man (“Grantor”), with a mailing address of 223 S 6th Ave, Winterset, Iowa 50273; and **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company (“Crown”), with a mailing address of c/o Crown Castle USA Inc., General Counsel, Attn: Legal – Real Estate Dept., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Description of Grantor’s Property. Grantor is the owner of that certain land and premises in Madison County, Iowa, the description of said property is attached hereto as **Exhibit “A”** (hereinafter “Grantor’s Property”).

2. Description of Easement. For good and valuable consideration, the sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Crown, its successors and assigns, forever, an exclusive, perpetual easement for the use of a two thousand five hundred (2,500) square foot portion of Grantor’s Property (the “Easement Area”), as such Easement Area is more particularly shown in the Site Plan attached hereto as **Exhibit “B”** and described by metes and bounds in **Exhibit “C”** attached hereto. The Grantor also grants to Crown, its successors and assigns, as part of this Easement, an exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, fiber, conduits and pipes (the “Access Easement”), as is more particularly shown in the Site Plan attached hereto as **Exhibit “B”** and described by metes and bounds in **Exhibit “C”** (hereinafter the term “Easement Area” shall be deemed to also include the Access Easement unless stated to the contrary). In the event a public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in a form satisfactory to Crown, to Crown or at Crown’s request, directly to a public utility, at no cost and in a location acceptable to Crown (the “Additional Utility Easement”). For any such Additional Utility Easement to be effective, such easement shall be recorded among the public records of Madison County, Iowa. Also, Grantor hereby grants to Crown, its successors and assigns a non-exclusive construction and maintenance easement over a portion of Grantor’s Property that is reasonably necessary, in Crown’s discretion, (the “Maintenance Easement”) for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), including storing and staging of equipment and materials during periods of construction. The Maintenance Easement shall be utilized in a manner to minimize disruption to the Grantor and Crown shall restore the Maintenance Easement to its original condition after its use of the construction and maintenance easement.

3. Easement Area. The Easement Area shall be used for (i) constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, fencing, cabinets, meter boards, buildings, antennas, cables, fiber, equipment and (ii) uses incidental thereto, including without limitation, testing of any kind, and equipment to accommodate new technologies or future innovations for receiving and transmitting signals for Crown’s use and the use of its lessees, licensees, and/or sub-easement holders (the “Permitted Use”). It is the intent of the parties that Crown’s communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements

to be constructed by Crown on the Easement Area which are consistent with the Permitted Use. If requested by Crown, Grantor will execute, at Crown's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Crown in Crown's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Crown. In furtherance of the foregoing, Grantor hereby appoints Crown as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

4. **Perpetual Easement.** This Easement and Crown's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

5. **Purchase Price, Down Payment and Installment Payments.** The purchase price for the rights and interest granted to Crown pursuant to this Easement is reflected on **Exhibit "D"** ("Purchase Price"). Upon full execution of this Easement by both parties, (i) Crown shall pay to Grantor the first payment in the amount and on the date set forth in **Exhibit "D"** attached hereto (the "Down Payment"). Thereafter, Crown shall pay the remainder of the Purchase Price in installment payments (each an "Installment Payment"). The due dates, amounts, number of Installment Payments are set forth in the payment schedule in **Exhibit "D"** (the "Payment Schedule"). Grantor and Crown agree that all rights granted to Crown in this Easement shall be fully vested in Crown upon full execution of this Easement by both parties even though the Purchase Price will be paid in installments. Grantor acknowledges that there is not a stated interest rate in this Easement and that a portion of the Purchase Price and each Installment Payment may be treated for tax purposes as imputed interest under the Internal Revenue Code. **Exhibit "E"**, attached, is the Estimated Tax Reporting Schedule which reflects the estimated interest income per year associated with the Transaction, based upon the Applicable Federal Rate (AFR) then in effect on the date of Closing. In the event the Grantor's Property is sold, transferred or otherwise conveyed to a third party ("Successor Grantor") prior to full payment of the Purchase Price, the parties acknowledge and agree that any remaining Installment Payments due or to become due after the date of such transfer of ownership shall be paid by Crown directly to the Grantor pursuant to **Exhibit "D"**. Although any Successor Grantor shall take subject to this Easement, such Successor Grantor shall not be entitled to any remaining Installment Payments unless specific written direction is provided by Grantor to Crown.

6. **Hazardous Materials.**

(a) Crown shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Crown shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on the Easement Area if caused by Crown or persons acting under Crown. Crown shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning

Crown's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

(b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold Crown harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on Grantor's Property unless caused by Crown or persons acting under Crown. Grantor shall execute such affidavits, representations and the like from time to time as Crown may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

(c) For purposes of this Easement, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

7. **Insurance.** At all times, Crown, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Crown's business upon the Easement Area. At a minimum, said insurance shall include Commercial General Liability coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and shall name Grantor as an additional insured on the policy. The required limits recited herein may be met by primary and excess or umbrella policies covering other locations. Crown shall provide Grantor with a copy of the certificate of insurance evidencing this insurance coverage following Grantor's written request, but not more than once per calendar year.

8. **Removal of Obstructions.** Crown has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Crown's use of the Easement Area.

9. **Assignment of Lease Agreement.** The parties hereby acknowledge that STC Five LLC, a Delaware limited liability company ("STC"), as lessee, and Grantor, as lessor, are the current parties to that certain PCS Site Agreement dated as of October 30, 2001, originally by and between Sprint Spectrum L.P., a Delaware partnership ("Sprint"), as tenant, and Michael K.

Johnson and Mary Elizabeth Johnson (the “Johnsons”), together as landlord, a memorandum of which was recorded on March 25, 2002 in Book 2002, Page 1388 in the Public Records of Madison County, Iowa, as amended by that certain First Amendment to PCS Site Agreement dated as of May 12, 2016, a memorandum of which was recorded on November 14, 2016 in Book 2016, Page 3396 in the Public Records of Madison County, Iowa, as affected by that certain Partial Release of PCS Site Agreement Lease recorded on March 17, 2017 in Book 2017, Page 848 in the Public Records of Madison County, Iowa (as amended or assigned, the “Lease Agreement”). STC is the successor in interest under the Lease Agreement to Sprint. Grantor is the successor in title and successor in interest under the Lease Agreement to the Johnsons. Grantor hereby assigns to Crown all of Grantor’s right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by Crown, but at all times subject to and limited by the terms and conditions of this Easement. Crown hereby indemnifies and agrees to hold Grantor harmless of and from any and all claims, actions and damages (including court costs and reasonable attorneys’ fees) arising after the date of this Easement and brought against or suffered by Grantor by reason of any default, or breach by Crown, of the obligations imposed upon Crown as the successor to Grantor under the Lease Agreement by virtue of this Easement. Grantor hereby indemnifies and agrees to hold Crown harmless of and from any and all claims, actions and damages (including court costs and reasonable attorneys’ fees) brought against or suffered by Crown by reason of any default, or breach by Grantor of the obligations imposed under the Lease Agreement arising from actions or occurrences that occurred on or before the date of this Easement. If necessary for recording or if requested by Crown in its sole discretion, this section shall be removed from this Easement and the parties will execute a separate Assignment of Lease Agreement to be prepared on Crown’s standard form.

10. INTENTIONALLY DELETED.

11. Real Estate Taxes. Grantor shall pay all real estate taxes on Grantor’s Property; provided Crown agrees to reimburse Grantor for any documented increase in real estate taxes levied against Grantor’s Property that are directly attributable to the presence of wireless communications facilities within the Easement Area. Grantor agrees to provide Crown any documentation evidencing the increase and how such increase is attributable to Crown’s use. Crown reserves the right to challenge any such assessment, and Grantor agrees to cooperate with Crown in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor’s Property prior to such taxes becoming delinquent, Crown may, at its option, pay such real estate taxes (the “Delinquent Taxes”) and Crown shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of 12% per annum (calculated from the date Crown pays the Delinquent Taxes until Grantor repays such sums due to Crown) and shall have a lien against Grantor’s Property with respect thereto. Notwithstanding any language in this section to the contrary, Crown shall not be obligated to reimburse the Grantor for any applicable taxes unless Grantor requests such reimbursement within one (1) year after the date such taxes became due. Using good faith and commercially reasonable efforts, Crown shall attempt to cause all applicable governmental authorities to impose real estate and personal property taxes on the Easement Area and Crown’s personal property (including its wireless communications facilities) as a separate tax parcel; Grantor agrees to in good faith cooperate with such efforts to obtain a separate tax parcel ID number.

12. **Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

13. **Limitation on Damages.** In no event shall either party be liable to the other for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

14. **Recording.** Grantor acknowledges that Crown intends to record this Easement with the appropriate recording officer upon execution of this Easement. Grantor agrees that Crown may remove **Exhibit "D"** and **Exhibit "E"** to this Easement prior to recording.

15. **Hold Harmless.** Crown hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by Crown of any representation, warranty, or covenant of Crown contained herein or (ii) any negligent act or omission of Crown, excepting however such damages as may be due to or caused by the acts of Grantor or its agents. Grantor hereby indemnifies, holds harmless, and agrees to defend Crown against all damages asserted against or incurred by Crown by reason of, or resulting from: (i) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of Crown or its agents.

16. **Grantor's Covenant of Title.** Grantor covenants: (a) Grantor has the right and authority to grant this Easement; (b) subject to the terms and conditions of this Easement, Crown shall have quiet possession, use and enjoyment of the Easement Area; (c) that Grantor shall execute such further assurances thereof as may be required.

17. **Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), Crown and its lessees, licensees and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or (ii) any condition on Grantor's Property which interferes with Crown's Permitted Use. Each of the covenants made by Grantor in this Section is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof. Notwithstanding the foregoing, nothing herein shall be deemed to prohibit Grantor from installing facilities for telephone, video and data transmission or other electronic services and facilities which are customary or incidental for residential, commercial and industrial buildings, provided that (a) such equipment does not interfere with the equipment and facilities located within the Easement area, and (b) all such facilities and operations comply with all non-interference rules of any and all federal, state and local laws, including without limitation the Federal Communications Commission.

18. **Eminent Domain.** If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to Crown.

19. **Grantor's Property.** Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property in any manner that will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects Crown's ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit Crown from using the Easement Area for the Permitted Use.

20. **Entire Agreement.** Grantor and Crown agree that this Easement contains all of the agreements, promises and understandings between Grantor and Crown. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Crown in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

21. **Construction of Document.** Grantor and Crown acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

22. **Applicable Law.** This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement Area is located. The parties agree that the venue for any litigation regarding this Easement shall be in the state where the Easement Area is located.

23. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Michael K. Johnson
223 S 6th Ave
Winterset, Iowa 50273

Crown Castle Towers 09 LLC
General Counsel
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

24. **Assignment.** The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. Crown has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, Crown has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon Crown sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve Crown from any further liability or obligation accruing hereunder on or after the date of the assignment.

25. **Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

26. **Mortgages.** Upon Grantor's prior written request, Crown agrees to subordinate this Easement to any mortgage, deed of trust, pledge or other security interest in Grantor's Property given by Grantor (each a "Mortgage") which, from time to time, may encumber all or a portion of Grantor's Property, including the Easement Area; provided, however, that Crown's obligation to subordinate this Easement is conditioned upon any such Mortgage holder providing Crown with a commercially reasonable non-disturbance agreement in a form reasonably satisfactory to Crown which, in substance, agrees that its occupancy of the Easement Area, including any rights of access and/or utilities related thereto, for the use and purposes herein described and all rights granted to Crown hereunder will not be disturbed and will remain in full force and effect throughout the term of this Easement.

27. **Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of Crown and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and Crown's rights hereunder.

28. **Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

29. **Default.**

(a) **Notice of Default; Cure Period.** In the event that there is a default by Grantor or Crown (the "Defaulting Party") with respect to any of the provisions of this Easement or Grantor's or Crown's obligations under this Easement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any non-monetary default and ten

(10) days to cure any monetary default. The Defaulting Party shall have such extended periods as may be required if the nature of the cure is such that it reasonably requires more than the stated time period to cure, and Defaulting Party commences the cure within the timeframe provided and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effectuate any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(b) Consequences of Crown's Default. In the event Crown fails to cure any violation of the terms of this Easement within the time period provided, Grantor shall have the right to injunctive relief, to require specific performance of this Easement, and to pursue an action for damages (including, without limitation, Grantor's reasonable attorneys' fees and all reasonable costs and expenses incurred by Grantor as a result of such violations). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof. Notwithstanding anything to the contrary in this Easement, in no event may Grantor terminate this Easement as a result of Crown's failure to cure any violation of the terms contained herein; however, such violation remaining uncured beyond any applicable cure period shall entitle Grantor to any monetary damages allowed by law.

(c) Consequences of Grantor's Default. In the event Grantor fails to cure any violation of the terms of this Easement within the time period provided, Crown shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in Crown's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by Crown as a result of such violation (including, without limitation, Crown's reasonable attorneys' fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

30. IRS Form W-9. Grantor agrees to provide Crown with a completed IRS Form W-9 or its equivalent (the "W-9 Form") upon execution of this Easement and at such other times as may be reasonably requested by Crown. Grantor's failure to provide the W-9 Form within thirty (30) days after Crown's request shall be considered a default and Crown may take any action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from the Installment Payments.

31. Crown's Right To Terminate. In the event that the Lease Agreement expires or terminates for any reason, Crown shall have the unilateral right, but not the obligation, to terminate this Easement. Upon termination of this Easement, Grantee shall pay the remaining balance of the Purchase Price in accordance with the terms set forth in this Easement and the parties shall have no further obligations to each other; provided, however, that Crown shall, within a reasonable time, remove all of its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted. Said termination shall be effective upon Crown providing written notice of termination to Grantor.


32. Option for Additional Easement Area. Crown shall have the irrevocable right and option (the "Option"), exercisable at any time, and from time to time, following the execution of this Easement, to amend this Easement for no additional consideration except as provided herein, to include up to a maximum of two thousand (2,000) square feet of real property adjacent to the Easement Area in a location as generally shown on **Exhibit "B"** attached hereto (the "Additional Easement Area"). Crown may conduct any reasonable due diligence activities on the Additional Easement Area at any time after full execution of this Easement. Crown may exercise the Option for the entire Additional Easement Area in a single exercise, or may exercise the Option multiple times in increments, by providing written notice to Grantor at any time; provided, however, that following Crown's delivery of notice to Grantor, Crown may at any time prior to full execution of the Additional Easement Area Documents (as defined herein) withdraw its election to exercise the Option if Crown discovers or obtains any information of any nature regarding the Additional Easement Area which Crown determines to be unfavorable in its sole discretion. Within thirty (30) days after Crown's exercise of the Option, Grantor agrees to execute and deliver an amendment to this Easement, a memorandum of amendment (each of which may include a metes and bounds description of the Additional Easement Area), and any other documents necessary to grant and record Crown's interest in the Additional Easement Area ("Additional Easement Area Documents"). In addition, within thirty (30) days after Crown's exercise of the Option, Grantor shall obtain and deliver any documentation necessary to remove, subordinate or satisfy any mortgages, deeds of trust, liens or encumbrances affecting the Additional Easement Area to Crown's satisfaction.

In the event that Crown exercises the Option, and thereafter leases, subleases, licenses or grants a similar right of use or occupancy in the Additional Easement Area to a future subtenant (each a "Future Subtenant"), Crown shall pay to Grantor forty five percent (45%) of the rental, license or similar payments actually received by Crown from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Crown) (the "Future Sublease Fee") within thirty (30) days after receipt of said payments by Crown. Crown shall have no obligation for payment to Grantor of the Future Sublease Fee if such rental, license or similar payments are not actually received by Crown. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under this Easement. Crown shall have sole discretion as to whether, and on what terms, to lease, sublease, license or otherwise allow occupancy of the Additional Easement Area. There shall be no express or implied obligation for Crown to lease, sublease, license or otherwise allow occupancy of the Additional Easement Area.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor and Crown, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement and Assignment of Lease as of the day and year first written above.

GRANTOR:



 MICHAEL K. JOHNSON, a married man

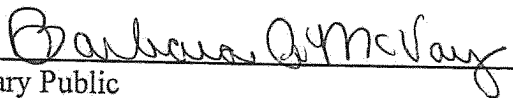
Date: 05/10/2022

ACKNOWLEDGEMENT

STATE OF Iowa)
) SS
 COUNTY OF Madison)

On this, the 10 day of May, 2022, before me, the undersigned Notary Public, personally appeared Michael K. Johnson, a married man, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Grant of Easement and Assignment of Lease, and acknowledged that each executed the same for the purposes therein contained.

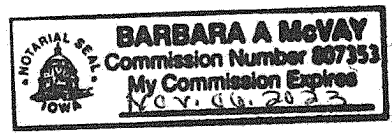
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



 Notary Public
 State of Iowa, County of Madison
 Acting in the County of Madison
 My Commission Expires: Nov. 06. 2023

[SEAL]

[Spousal Acknowledgment to Follow]



SPOUSAL ACKNOWLEDGEMENT

I, Carolyn K. Johnson, a married woman, wife of Michael K. Johnson, hereby acknowledge and ratify the above Grant of Easement and Assignment of Lease and further acknowledge that Michael K. Johnson owns Grantor's Property as his separate property and that I do not claim and hereby waive any rights that I might have to such property.


CAROLYN K. JOHNSON, a married woman

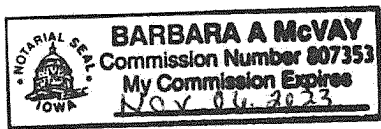
STATE OF Iowa)
) SS
COUNTY OF Madison)

On this, the 10 day of May, 2022, before me, the undersigned Notary Public, personally appeared Carolyn K. Johnson, a married woman, known to me (or satisfactorily proven) to be the person who executed the foregoing Spousal Acknowledgment as her free and voluntary act, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

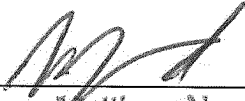
Notary Public, State of Iowa, County of Madison
Acting in the County of Madison
My Commission Expires: NOV. 06. 2023

[SEAL]



CROWN:

CROWN CASTLE TOWERS 09 LLC,
a Delaware limited liability company

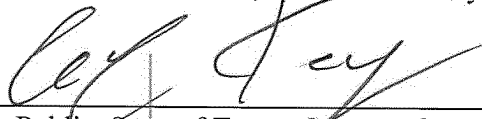
By: 
Name: Matthew Norwood
Title: Sr. Manager Nat'l Transactions
Date: 5/16/2022

ACKNOWLEDGEMENT

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

On this, the 16 day of May, 2022, before me, the undersigned Notary Public, personally appeared Matthew Norwood, who acknowledged him/herself to be the Sr. Manager Nat'l Transactions of Crown Castle Towers 09 LLC, a Delaware limited liability company, and that he/she, being authorized to do so, executed the foregoing Grant of Easement and Assignment of Lease for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public, State of Texas, County of Harris
My Commission Expires: 3/10/2024

[SEAL]

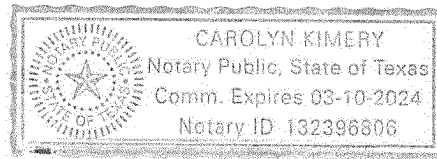


EXHIBIT "A"

GRANTOR'S PROPERTY

Land situated in Madison County, Iowa, more particularly described as follows:

THE SOUTHWEST QUARTER (1/4) EXCEPT A TRACT OF LAND COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER (1/4), RUNNING THENCE WEST 80 RODS, THENCE SOUTH 46 RODS, THENCE EAST 80 RODS, THENCE NORTH 46 RODS TO THE PLACE OF BEGINNING IN SECTION TWENTY-FIVE (25), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA,

AND

THAT PART OF THE NORTH ONE-HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION TWENTY-FIVE (25) LYING WEST OF CEDAR CREEK AS IT NOW FLOWS THROUGH THE SAME, CONTAINING 63 1/4 ACRES MORE OR LESS, IN SECTION TWENTY-FIVE (25), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA AND A TRACT OF LAND COMMENCING ON THE SOUTH BANK OF CEDAR CREEK 26 RODS SOUTH OF THE NORTHWEST CORNER OF THE SOUTH HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION TWENTY-FOUR (24), IN TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA THENCE FOLLOWING SAID SOUTH BANK OF SAID CREEK IN A SOUTHEASTERLY DIRECTION TO A POINT ON THE SOUTH LINE OF SAID SECTION 42 RODS EAST OF THE SOUTHWEST CORNER THEREOF, THENCE WEST 42 RODS, THENCE NORTH 54 RODS, TO THE POINT OF BEGINNING, ALL IN SECTION TWENTY-FOUR (24), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.

Tax Parcel Identification Number: 340062566010000

Common Address: 1525 Hwy 92 W, Winterset, Iowa 50273

EXHIBIT "B"

SITE PLAN

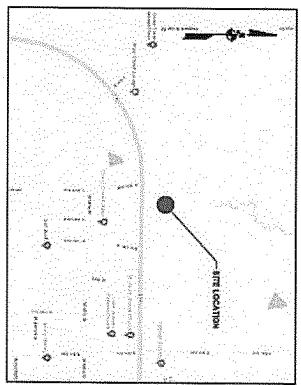
TOWER SURVEY

876972

F1/WINTERSET/JOHNSON FARM

**1525 HWY. 92 WEST
WINTERSET, IA 50273
MADISON COUNTY**

VICINITY MAP



AREA SUMMARY

AREA	SO. FT.	ACRES
PARENT PARCEL	1,462,794	33.62
TOWER EASIMENT	2,200	0.0504
ACCESS & UTILITY EASEMENT	18,890.2	0.4290
UTILITY EASEMENT	14,713.64	0.3333

CONTENTS

COVER SHEET	1
PROPERTY OWNER	1
SITE CORNER	1
LEGAL DESCRIPTIONS	1

SURVEY PROCEDURES & EQUIPMENT

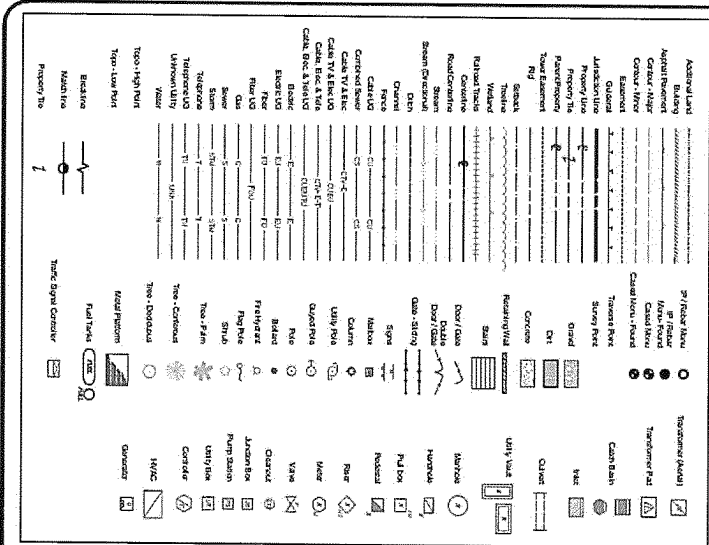
The accuracy of the survey is based on the following procedures and equipment used:

COORDINATES

LABEL	LAT. LONG.
MON #1	41°20'45.53" - 89°01'34.49"
MON #2	41°20'46.53" - 89°01'33.14"
MON #4	41°20'46.03" - 89°01'34.49"

ABBREVIATIONS

PC	POINT OF CORNER
POB	POINT OF BEGINNING
BNM	BIRTH OF NEW



STATE OF IOWA
CROWN CASTLE
 LICENSED LAND SURVEYOR
 CAROL G. KASTLER
 5543

Carol G. Kastler

TOWER SURVEY
 COVER SHEET

DATE: 12/21/2011
 TIME: 1:55 PM
 LOCATION: WINTERSET, IA 50273
 COUNTY: MADISON COUNTY

PROPERTY INFORMATION

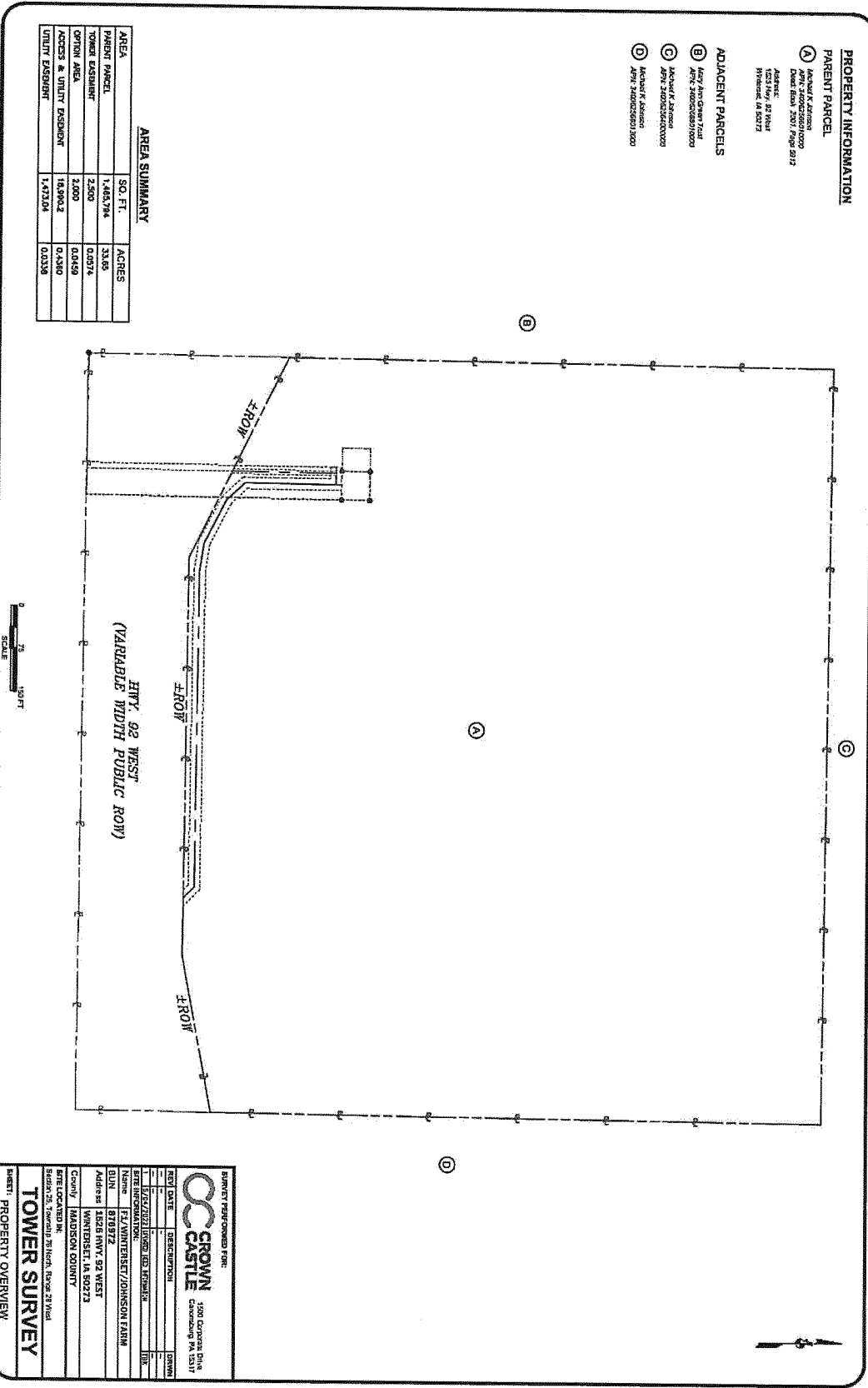
PARENT PARCEL


(A) Michael F. Johnson
 14251 Hwy. 92 West
 Dumas Area 2001 Rwp# 8912
 Address:
 14251 Hwy. 92 West
 Winterset, LA 70772

ADJACENT PARCELS

- (B)** Mary Ann Grant Tait
 APN: 240024801000
- (C)** Michael F. Johnson
 APN: 240024400000
- (D)** Michael F. Johnson
 APN: 240026501300

AREA SUMMARY		
AREA	SQ. FT.	ACRES
PARENT PARCEL	1,463,798	33.66
TOWER ENCASMENT	2,500	0.0574
OPTION AREA	2,000	0.0459
ACCESS & UTILITY ENCASMENT	16,900.2	0.3860
UTILITY ENCASMENT	1,413.4	0.0326




CC CROWN CASTLE 1500 Exchange Blvd
 Chesapeake, VA 23041

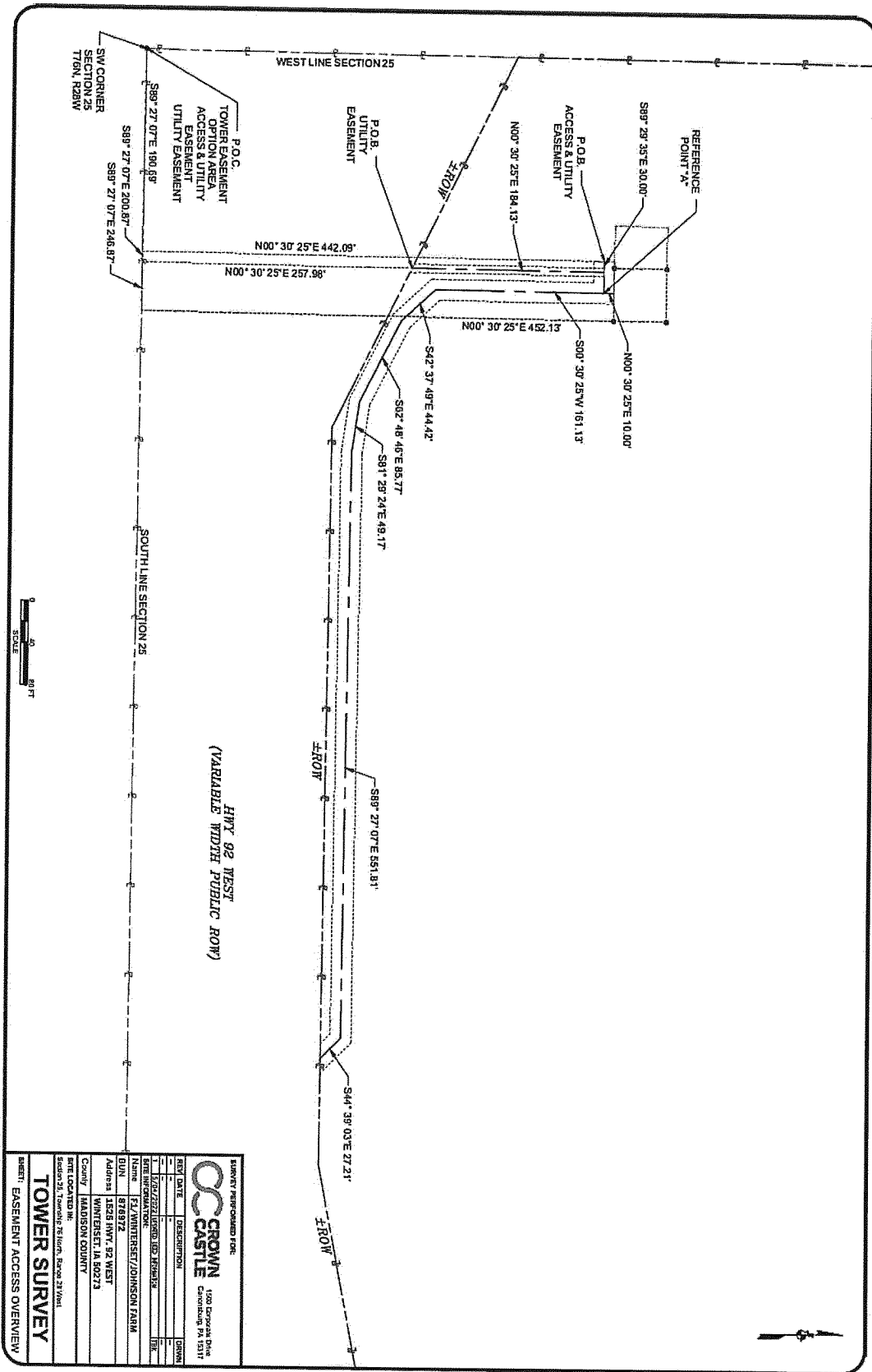
REV	DATE	DESCRIPTION	BY	CHK
1	8/25/22	ISSUED FOR PERMITS		

Name: F1/WINTERSET/JOHNSON FARM
 BUN: 876972
 Address: 14251 HWY. 92 WEST
 WINTERSSET, LA 70772
 County: MADISON COUNTY

SITE LOCATED BY: [Redacted]
 SURVEY 75' TOWARD BY HIGHWAY, REUSE 23' W/ADJ.

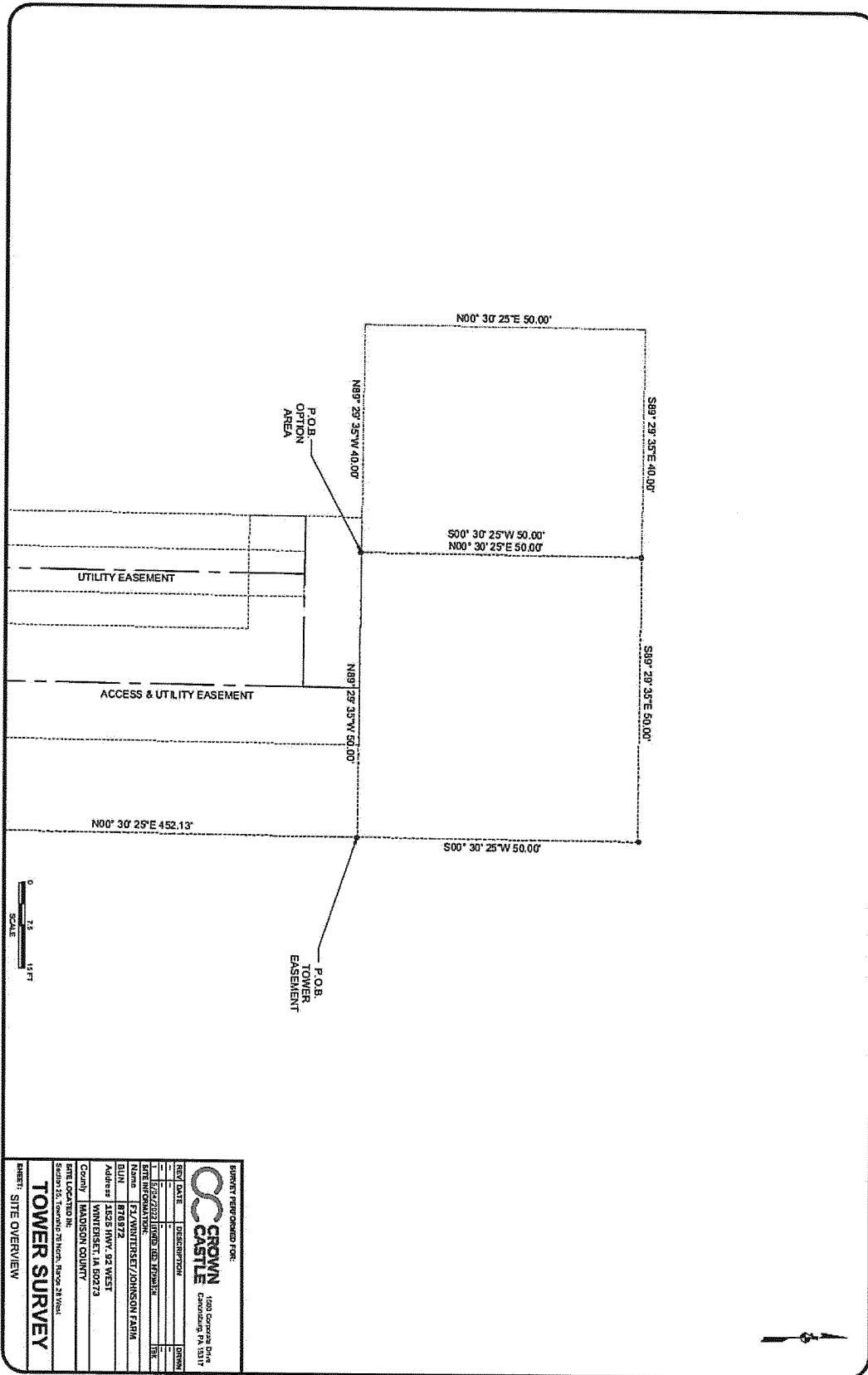
TOWER SURVEY
 SHEET: PROPERTY OVERVIEW

Site: F1/WINTERSET/JOHNSON FARM
 BUN: 876972
 101460.003518 4882-5072-1811.3



CLIENT PROVIDED FOR: OC CROWN CASTLE 1100 Empire Park Cranberry, PA 15117	DATE: 08/27/2018 TIME: 10:00 AM BY: J. WINTERSET/JOHNSON FARM
PROJECT: TOWER SURVEY DESCRIPTION: EASEMENT ACCESS OVERVIEW	CLIENT: WINTERSET, J.A. ADDRESS: 1428 HWY. 92 WEST WINTERSET, PA 15073 COUNTY: HADISON COUNTY
SECTION: 25 TOWNSHIP: 7 RANGE: 18	DATE: 08/27/2018 TIME: 10:00 AM BY: J. WINTERSET/JOHNSON FARM

Site: F1/WINTERSET/JOHNSON FARM
 BUN: 876972
 101460.003518 4882-5072-1811.3



PERFORMED FOR:

CROWN CASTLE 1450 Corporate Park
Chesham, PA 15317

REV	DATE	DESCRIPTION	DRN
1	08/27/2013	FINAL 100 PERMITS	THE
SITE INFORMATION			
Name	F1/WINTERSET/JOHNSON FARM		
BUN	876972		
Address	1425 HWY. 92 WEST		
County	WINTERSET, PA 02273		
County	MADISON COUNTY		
SITE LOCATION IN:			
S42°19' 15" TORWARD TO NECN, TOWNS 24 WEST			

TOWER SURVEY

SHEET: SITE OVERVIEW

**TOWER EASEMENT
AS PROVIDED BY CLIENT**

A 30 FOOT WIDE TOWER EASEMENT, SIMILAR IN SECTION 23, TOWNSHIP 74 NORTH, RANGE 24 WEST, MADISON COUNTY, IOWA, HERE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST CORNER OF SECTION 23, TOWNSHIP 74 NORTH, RANGE 24 WEST, MADISON COUNTY, IOWA, THENCE S 89°27'00" E, 142.00 FEET TO THE POINT OF BEGINNING, THENCE S 89°27'00" E, 142.00 FEET TO THE POINT OF BEGINNING, THENCE S 89°27'00" E, 142.00 FEET TO THE POINT OF BEGINNING, THENCE S 89°27'00" E, 142.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2,000 SQUARE FEET OR LESS.

OPTION AREA

AS CREATED BY THIS OFFICE
A 30 FOOT WIDE TOWER EASEMENT, SIMILAR IN SECTION 23, TOWNSHIP 74 NORTH, RANGE 24 WEST, MADISON COUNTY, IOWA, HERE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST CORNER OF SECTION 23, TOWNSHIP 74 NORTH, RANGE 24 WEST, MADISON COUNTY, IOWA, THENCE S 89°27'00" E, 142.00 FEET TO THE POINT OF BEGINNING, THENCE S 89°27'00" E, 142.00 FEET TO THE POINT OF BEGINNING, THENCE S 89°27'00" E, 142.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2,000 SQUARE FEET OR LESS.

**ACCESS & UTILITY EASEMENT: NON-EXCLUSIVE
AS PROVIDED BY CLIENT**

A 10 FOOT WIDE ACCESS & UTILITY EASEMENT, SIMILAR IN SECTION 23, TOWNSHIP 74 NORTH, RANGE 24 WEST, MADISON COUNTY, IOWA, HERE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST CORNER OF SECTION 23, TOWNSHIP 74 NORTH, RANGE 24 WEST, MADISON COUNTY, IOWA, THENCE S 89°27'00" E, 142.00 FEET TO THE POINT OF BEGINNING, THENCE S 89°27'00" E, 142.00 FEET TO THE POINT OF BEGINNING, THENCE S 89°27'00" E, 142.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2,000 SQUARE FEET OR LESS.

UTILITY EASEMENT

AS PROVIDED BY CLIENT
A 10 FOOT WIDE UTILITY EASEMENT, SIMILAR IN SECTION 23, TOWNSHIP 74 NORTH, RANGE 24 WEST, MADISON COUNTY, IOWA, HERE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST CORNER OF SECTION 23, TOWNSHIP 74 NORTH, RANGE 24 WEST, MADISON COUNTY, IOWA, THENCE S 89°27'00" E, 142.00 FEET TO THE POINT OF BEGINNING, THENCE S 89°27'00" E, 142.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2,000 SQUARE FEET OR LESS.

SURVEY PERFORMED FOR:

CROWN CASTLE 1500 Drovers Drive
Chandlers, PA 15017

REV	DATE	DESCRIPTION	BY
1	5/07/2022	ISSUE FOR PERMITS	DMW

DATE OF SURVEY: 5/17/2022
DATE OF RECORDING: 5/17/2022
FILE NUMBER: 1500 DROVERS DRIVE
ADDRESS: 1500 DROVERS DRIVE
CITY: CHANDLERS, PA 15017
COUNTY: BUTLER COUNTY, PA
STATE: PA
PROJECT: TOWER SURVEY

EXHIBIT "C"

EASEMENT AREA AND ACCESS EASEMENT

Land situated in Madison County, Iowa, more particularly described as follows:

EASEMENT AREA

TOWER EASEMENT

A 50 FOOT BY 50 FOOT TOWER EASEMENT, SITUATED IN SECTION 25, TOWNSHIP 76 NORTH, RANGE 28 WEST, IN MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE ALONG THE SOUTH LINE OF SAID SECTION 25, S 89°27'07" E, 246.87 FEET; THENCE LEAVING SAID SOUTH LINE, N 00°30'25" E, 452.13 FEET TO THE POINT OF BEGINNING; THENCE N 89°29'35" W, 50.00 FEET; THENCE N 00°30'25" E, 50.00 FEET; THENCE S 89°29'35" E, 50.00 FEET; THENCE S 00°30'25" W, 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2,500 SQUARE FEET OR 0.0574 ACRES, MORE OR LESS.

ACCESS EASEMENT

ACCESS & UTILITY EASEMENT: NON-EXCLUSIVE

A 20 FOOT WIDE ACCESS & UTILITY EASEMENT, SITUATED IN SECTION 25, TOWNSHIP 76 NORTH, RANGE 28 WEST, IN MADISON COUNTY, IOWA, LYING 10.00 FEET EACH SIDE OF AND COINCIDENT WITH A CENTERLINE DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE ALONG THE SOUTH LINE OF SAID SECTION 25, S 89°27'07" E, 190.69 FEET; THENCE LEAVING SAID SOUTH LINE, N 00°30'25" E, 442.09 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE S 89°29'35" E, 30.00 FEET TO REFERENCE POINT "A"; THENCE N 00°30'25" E, 10.00 FEET TO THE POINT OF TERMINATION; ALSO BEGINNING AT SAID REFERENCE POINT "A"; THENCE S 00°30'25" W, 161.13 FEET; THENCE S 42°37'49" E, 44.42 FEET; THENCE S 62°48'46" E, 85.77 FEET; THENCE S 81°29'42" E, 49.17 FEET; THENCE S 89°27'07" E, 551.81 FEET; THENCE S 44°39'03" E, 27.21 FEET TO THE NORTH RIGHT OF WAY LINE OF HIGHWAY 92 WEST AND THE POINT OF ENDING. CONTAINING 18,990.2 SQUARE FEET OR 0.4360 ACRES, MORE OR LESS

UTILITY EASEMENT

AN 8 FOOT WIDE UTILITY EASEMENT, SITUATED IN SECTION 25, TOWNSHIP 76 NORTH, RANGE 28 WEST, IN MADISON COUNTY, IOWA, LYING 4.00 FEET EACH SIDE OF AND COINCIDENT WITH A CENTERLINE DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 25; THENCE ALONG THE SOUTH LINE OF SAID SECTION 25, S 89°27'07" E, 200.87 FEET; THENCE LEAVING SAID SOUTH LINE, N 00°30'25" E, 257.98 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; THENCE N 00°30'25" E, 184.13 FEET TO THE POINT OF ENDING. CONTAINING 1,473 SQUARE FEET OR 0.0338 ACRES, MORE OR LESS

Part of Tax Parcel Identification Number: 340062566010000

Common Address: 1525 Hwy 92 W, Winterset, Iowa 50273

EXHIBIT D
PAYMENT SCHEDULE

EXHIBIT D HAS BEEN REMOVED FOR RECORDING PURPOSES

EXHIBIT E

ESTIMATED TAX REPORTING SCHEDULE

EXHIBIT E HAS BEEN REMOVED FOR RECORDING PURPOSES