

COMPUTER
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GROUND LEASE

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FILED NO. 2717
BOOK 42 PAGE 173
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MICHELLE UTSLER
RECORDER
MADISON COUNTY, IOWA

This Lease is made and entered into the 16th day of August 1993, by and between DAVID E. ENOS and MARY LOU ENOS, husband and wife, Route 1, Cumming, Iowa 50061 ("Lessor") and UNITED STATES CELLULAR OPERATING COMPANY - DES MOINES, an Iowa corporation, Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631 ("Lessee").

In consideration of Five Hundred Dollars (\$500) to be paid by Lessee upon the execution hereof by Lessor, it is covenanted and agreed as follows:

1. Demise of Premises. Lessor hereby lets and demises unto Lessee, and Lessee hereby receives and accepts from Lessor, the following described Premises:

A parcel of land containing four (4) acres, more or less, in the South 13.45 acres of the East Half of the Northwest Quarter of Section 1, Township 77 North, Range 26 West of the Fifth Principal Meridian, in Madison County, Iowa, to be improved primarily west of the waterway ravine, as shown on the exhibit attached hereto.

2. Use of the Premises. Lessee shall be entitled to use the Premises to construct, operate, and maintain thereupon a communications antenna tower (including aviation hazard lights), an access road, one or more equipment buildings, and a security fence, together with all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage (collectively, the "Improvements").

3. Term of Lease. This Lease shall commence on October 1, 1993 and shall expire twenty (20) years thereafter on September 30, 2013.

4. Option to Renew. Lessee shall have the option to renew this Lease for up to three (3) additional terms of five (5) years each, upon a continuation of all the same provisions hereof, by giving written notice to Lessor of Lessee's exercise of this option at least sixty (60) days before the expiration of the term then present at the time of such notice.

5. Option to Terminate. Lessee shall have the unilateral right to terminate this Lease at any time by giving written notice to Lessor of Lessee's exercise of this option and paying Lessor an amount of liquidated damages equal to one-half the rent which would otherwise be payable during the unexpired portion of the term then present, at the rate of rent then in effect at the time of such notice.

6. Base Rent. Lessee shall pay Base Rent to Lessor in the amount of Twenty-Five Hundred Dollars (\$2,500) per year, which shall be due on the first day of October each calendar year.

7. Adjusted Rent. On October 1, 1998, and on the first day of October every fifth (5th) year thereafter during the term of this Lease, as the same may be renewed and extended, the Base Rent shall be increased (never decreased) in proportion to the cumulative change in the latest published Consumer Price Index compared to the same index as shown for the historical month of October 1993, and Lessee shall pay the amount of rent as so adjusted. "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, 1982-84 = 100, (U.S. Department of Labor, Bureau of Labor Statistics). If the said Index ceases to be published, then a reasonably comparable index shall be used.

8. Possession of Premises. Lessee shall not be entitled to take possession of the Premises and commence work to construct the Improvements until Lessee makes the first payment of rent. Lessee shall, however, be permitted to enter upon the Premises to cause engineering studies to be made with respect thereto, including surveys, soil tests, radio wave propagation and field strength tests, and such other analyses and studies of the Premises as Lessee determines to be necessary or desirable without being deemed to have taken possession.

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

10. Taxes. Lessee shall pay all real and personal property taxes levied against the Premises and the Improvements. Lessor agrees to join 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. If such a division is not available and real estate taxes must continue to be paid on Lessor's undivided land in Lessor's own name, then Lessee shall contribute Lessee's proportionate share of such taxes, and Lessor shall deliver evidence satisfactory to Lessee of payment of such taxes at least ten days before they

would otherwise become delinquent. If Lessor fails to provide such evidence of payment, Lessee may, at Lessee's option, pay any unpaid taxes then due. Lessor shall immediately reimburse Lessee for the amount of Lessor's taxes paid by Lessee or, at Lessee's option, Lessee may offset the amount of Lessor's taxes paid by Lessee against any amounts due or to become due to Lessor under this Lease.

11. 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.

12. Mutual Indemnification. Lessee shall indemnify and hold Lessor harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Lessee, or resulting from the structural failure of Lessee's tower. Lessor shall indemnify and hold Lessee harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Lessor. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

13. Insurance. Lessee shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of not less than One Million Dollars covering Lessee's work and operations upon Lessor's lands. Lessee shall deliver to Lessor a certificate of insurance evidencing said coverage and naming Lessor as an additional insured.

14. Monetary Default. 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 Lessor notifies Lessee in writing of such failure.

15. Opportunity to Cure Non-Monetary Defaults. If Lessor or Lessee fails to comply with any non-monetary 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.

16. Assignment of Rents by Lessor. Lessor shall be entitled to sell the land underlying the Premises and assign the Lessor's interest under this Lease to the buyer.

17. Assignment of Lease by Lessee. This Lease and the Premises hereunder shall be freely assignable by the Lessee to any other party without the necessity of obtaining Lessor's consent. 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 2 hereof. Lessee shall notify Lessor in writing of the name and address of any assignee or collateral assignee.

18. Subleasing. Lessee shall have the unreserved and unqualified right to sublet tower, building, and ground space upon the Premises to subtenants without the necessity of obtaining Lessor's consent.

19. Execution of Other Instruments. Lessor agrees 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.

20. 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 the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Lessee shall, at Lessee's sole expense, remove all Improvements from the Premises to a depth of at least four (4) feet below ground level, and restore the Premises to a condition suitable for normal farming purposes. Lessor shall be entitled to demand and receive prorata rent for any holdover period during which the Improvements have not been removed, at the rate of rent last in effect prior to such holdover.

21. Conditions Precedent. This Lease and Lessee's obligations hereunder, including the obligations to pay rent or liquidated damages, 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; and

c. Lessee's title insurer must determine that Lessor owns good and clear marketable title to the land 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.

22. Condition Subsequent. Lessor's obligations under this Lease shall expire on November 2, 1993, unless by that date and no later Lessee begins paying rent. Upon such expiration without the first rental payment being made by Lessee, this Lease shall be null and void, and neither Lessor nor Lessee shall have any further obligations hereunder.

23. Quiet Enjoyment. Lessor covenants that Lessee shall have quiet and peaceable possession of the Premises throughout the Lease term as the same may be extended, and that Lessor will not intentionally disturb Lessee's enjoyment thereof as long as Lessee is not in default under this Lease.

24. Nuisances. Lessee covenants to limit its use of a standby power generator upon the Premises to those times of actual interruption of commercial electric utility service. Lessee hereby acknowledges Lessor's particular interest in the good state of repair of Lessee's air conditioner and generator due to the noise and/or exhaust nuisances they have the potential to cause.

25. Environmental Warranty. Lessor hereby represents and warrants to Lessee that Lessor has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Leasehold Parcel, and that Lessor has no knowledge of such uses historically having been made of the Leasehold Parcel or such substances historically having been introduced thereupon.

26. Environmental Covenant. Lessee hereby covenants that Lessee's use of the Premises shall never result in the spilling, dumping, or transmission of any hazardous waste or hazardous substance into or upon Lessor's lands. Lessee agrees to bear full responsibility for curing any breach of this covenant by causing all necessary cleanup and recovery of such substances to be performed to the satisfaction of the appropriate governmental authorities at Lessee's sole cost and expense. This covenant shall survive the expiration or earlier termination of this Lease, and shall apply with equal force and effect to contamination discovered subsequently thereto, if the same is attributable to Lessee's historical presence on Lessor's lands.

27. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

28. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

29. Modifications. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

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

LESSOR:

LESSEE:

DAVID E. ENOS

UNITED STATES CELLULAR
OPERATING COMPANY -
DES MOINES, an Iowa
corporation

David E. Enos

By: Michael P. O'Rourke

MARY LOU ENOS

Michael P. O'Rourke
Director of Network Operations
Midwest Region
United States Cellular

Mary Lou Enos

Prepared by, and when recorded please return to:

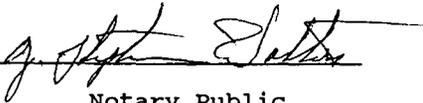
United States Cellular
Attn: Real Estate
8410 W. Bryn Mawr
Suite 700
Chicago, IL 60631

STATE OF IOWA)
COUNTY OF Madison)

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

Given under my hand and seal this 17th day of August, 1993.




Notary Public

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

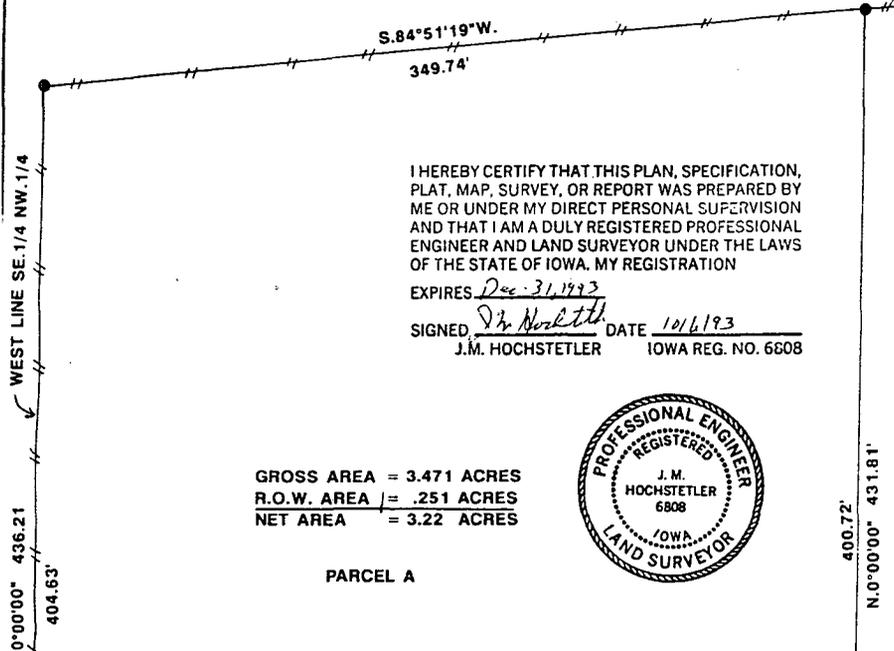
I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Michael P. O'Rourke, Director of Network Operations, Midwest Region, of United States Cellular, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act, and as the free and voluntary act and deed of the Lessee UNITED STATES CELLULAR OPERATING COMPANY - DES MOINES, an Iowa corporation, for the uses and purposes therein stated.

Given under my hand and seal this 31 day of August, 1993.




Notary Public

PLAT OF SURVEY FOR U.S. CELLULAR
 IN THE SE. 1/4 OF THE NW. 1/4
 OF SECTION 1, T77N, R26W
 OF THE 5TH P.M., MADISON COUNTY, IOWA.



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION,
 PLAT, MAP, SURVEY, OR REPORT WAS PREPARED BY
 ME OR UNDER MY DIRECT PERSONAL SUPERVISION
 AND THAT I AM A DULY REGISTERED PROFESSIONAL
 ENGINEER AND LAND SURVEYOR UNDER THE LAWS
 OF THE STATE OF IOWA. MY REGISTRATION

EXPIRES Dec. 31, 1993
 SIGNED J.M. Hochstetler DATE 10/6/93
 J.M. HOCHSTETLER IOWA REG. NO. 6608

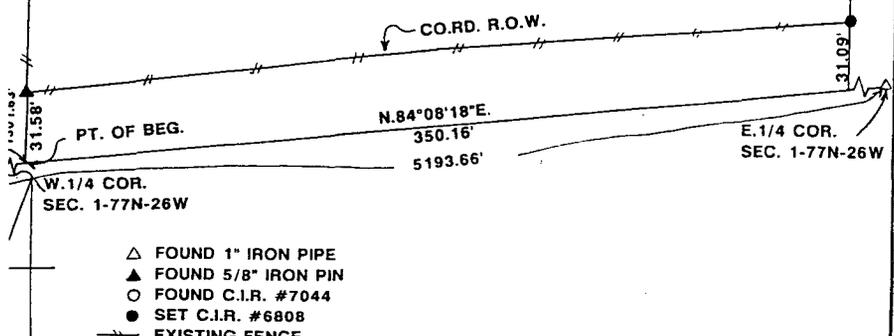
GROSS AREA = 3.471 ACRES
 R.O.W. AREA = .251 ACRES
 NET AREA = 3.22 ACRES



PARCEL A

DESCRIPTION:

A parcel in the South Thirteen and one-half (13½) Acres of the SE. Quarter of the NW Quarter of Section 1, Township 77 N, Range 26W of the 5th Principal Meridian, Madison County, Iowa more precisely described as follows: Commencing at the West Quarter corner of said Section 1, then North 84°08'18" East along the South line of the Northwest Quarter of said Section, 1301.63 feet to the Point of Beginning; thence continuing North 84°08'18" East 350.16 feet; thence North 0°00'00" 431.81 feet; thence South 84°51'19" West 349.74 feet; thence South 0°00'00" 436.21 feet to the Point of Beginning, containing 3.471 acres, including 0.251 acres of County Road Right of Way.



- △ FOUND 1" IRON PIPE
- ▲ FOUND 5/8" IRON PIN
- FOUND C.I.R. #7044
- SET C.I.R. #6808
- EXISTING FENCE

SCALE: 1" = 50'



VANCE & HOCHSTETLER, P.C.
 CONSULTING ENGINEERS
 71 JEFFERSON
 WINTERSSET, IOWA 50273