

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT ("Agreement"), made as of the ____ day of _____ 2025, between Alltel Corporation, a Delaware corporation d/b/a Verizon Wireless, with an address at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("VERIZON WIRELESS") and the City of Oelwein Iowa, with a mailing address of City of 20 2nd Ave SW, Oelwein, IA 50662 (hereinafter referred to as "LICENSOR").

WITNESSETH:

WHEREAS, LICENSOR owns or has the rights to certain real property in Fayette County, Iowa as identified in Exhibit A attached hereto and incorporated herein (the "Site"), and has the authority to grant the access permitted by this agreement, to the Site where VERIZON WIRELESS desires to construct a communications tower or collocate on an existing structure and to install related equipment;

WHEREAS, VERIZON WIRELESS and LICENSOR are in the process of negotiating an agreement for the lease or purchase of the Site, and in order for VERIZON WIRELESS to determine the viability and feasibility of the Site, VERIZON WIRELESS desires to enter upon and inspect the Site and/or to temporarily locate communications equipment on the Site to conduct short term radio propagation tests such that it can determine the suitability of the Site for its intended use;

WHEREAS, as an accommodation to VERIZON WIRELESS, LICENSOR is willing to grant permission to VERIZON WIRELESS, its employees, agents or contractors, to enter onto the Site in order to conduct such investigations, under the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. LICENSOR grants to VERIZON WIRELESS a right of entry and license to enter upon the Site as identified on Exhibit A attached hereto and incorporated herein to conduct and perform boundary surveys, tree surveys, environmental testing, and radio propagation studies (the "Permitted Activities"). VERIZON WIRELESS' entry rights are specifically limited to the Permitted Activities and to the Site and shall not include any other activities or any other portion of the real property surrounding the Site. VERIZON WIRELESS shall be responsible for any and all costs related to the Permitted

Activities, including installation, operation and removal of equipment on the Site.

2. VERIZON WIRELESS agrees to comply with all local, state and federal laws, rules and ordinances applicable to the Permitted Activities. VERIZON WIRELESS further agrees to exercise due care in the performance of all Permitted Activities on the Site, and not to unreasonably interfere with LICENSOR or any other party's activities on the Site.
3. VERIZON WIRELESS agrees to indemnify and save LICENSOR, its employees, agents or contractors, harmless from and against any and all liability, damage, expense, claims, liens or judgments, resulting from injury to person or damage to property to the extent caused by the activities of VERIZON WIRELESS, its agents, employees, contractors, or invitees, upon the Site or any property surrounding the Site, including without limitation, the Permitted Activities, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the LICENSOR, or its employees, contractors or agents. This indemnification obligation shall survive the expiration or termination of this Agreement. Licensor shall: Provide prompt notice of any claim; reasonably cooperate with VERIZON WIRELESS in the management and defense of covered claims; and allow VERIZON WIRELESS to defend and manage any claim with employees, consultants, contractors and attorneys of its choosing.
4. The term of this Agreement shall be from the date on which this Agreement has been executed by both LICENSOR and VERIZON WIRELESS to the earlier of LICENSOR and VERIZON WIRELESS entering into a Lease Agreement or consummation of a purchase with respect to the Site, or a decision by VERIZON WIRELESS that the site is unsuitable.
5. In the event this Agreement expires or is terminated without the existence of a fully executed lease agreement or consummation of a purchase for the Site, VERIZON WIRELESS will promptly remove any and all of its equipment from the Site and restore the Site to the a condition substantially similar to that which existing immediately prior to VERIZON WIRELESS' entry, damage not caused by VERIZON WIRELESS, reasonable wear and tear, excepted.
6. LICENSOR will ensure that VERIZON WIRELESS, its agents, employees, invitees, are granted access to the Site at the scheduled time(s) that the Permitted Activities will be performed.
7. VERIZON WIRELESS shall not take any actions that unreasonably interrupt the normal operations of LICENSOR on the Site. VERIZON WIRELESS agrees

that its Permitted Activities shall not cause interference to the use or enjoyment of the property of LICENSOR and any other parties or licensees located at the Site or neighboring landowners, including, but not necessarily limited to interference with radio communication facilities. In the event that VERIZON WIRELESS' equipment or Permitted Activities cause such interference to such use or enjoyment, VERIZON WIRELESS agrees to promptly cease operations until such interference is removed by VERIZON WIRELESS, at its sole expense.

8. Neither party shall be responsible for lost profits or other consequential damages that may arise out of a breach of this agreement.
9. This Agreement constitutes the entire understanding between the parties with respect to the activities contemplated by this Agreement. All prior agreements or understandings, whether oral or written, are superseded. This Agreement may be amended only by a witnessed document executed by the parties.
10. This Agreement shall be governed by the laws of the State wherein the Site is located.

[SIGNATURE PAGE IMMEDIATELY FOLLOWING]

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

VERIZON WIRELESS:
D/B/A VERIZON WIRELESS

By: _____

Print Name: _____

Title: _____

Date: _____

LICENSOR:
CITY OF OELWEIN

By: _____

Print Name: Brett DeVore

Title: Mayor

Date: June 23, 2025

EXHIBIT A

SITE TO BE TESTED

<u>SITE NAME</u>	<u>SITE ADDRESS</u>
IA12 DT OELWEIN	222 SOUTH FREDERICK AVE, OELWEIN IOWA 50662

