

PREPARED BY AND
WHEN RECORDED MAIL TO:

John Pietila
Dentons Davis Brown PC
4201 Westown Parkway, Ste 300
West Des Moines, IA 50266
515-288-2500

_____ SPACE ABOVE THIS LINE FOR RECORDER'S USE _____

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is entered into as of 2/14/2026 2026 (the "**Effective Date**"), and is between THE CITY OF OELWEIN, an Iowa incorporated municipality ("**Grantor**") and HAWKEYE INTERCONNECT COMPANY, an Iowa corporation ("**Grantee**").

WHEREAS, Grantor is the owner of that certain real property located at or about 200 3rd Street NE, Oelwein, Iowa ("**Property**"), which Property is legally described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Grantee plans to construct and operate a fiber optic communications network within the city limits of Grantor;

WHEREAS, Grantor has agreed to convey to Grantee certain perpetual rights to use and occupy the Property in accordance with the terms herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Grantor and Grantee hereby agree and covenant to and with each other the following:

1. Recitals. The recitals and definitions set forth above are incorporated herein by reference and made a part of this Agreement.

2. Grant of Site Easement and Access Easement.

a. Site Easement. Grantor hereby extends, grants and conveys to Grantee, a permanent, perpetual, and exclusive easement and right of way (the "**Site Easement**") in, to, under and over a portion of the Property (the "**Facilities Site**") as legally described on Exhibit B attached hereto and made a part hereof (the "**Site Easement Area**"). The Site Easement may be used and enjoyed by Grantee for the purpose of surveying, constructing, locating, inspecting, repairing, enlarging, altering, maintaining, replacing and removing the following on and within the Facilities Site: one (1) equipment shelter approximately 20'x 20', for the purposes of installing and operating appurtenant services for telecommunications and advanced communications services, including but not limited to internet, broadband, cable, television, fiber optic, and similar services ancillary thereto (collectively, the "**Facilities**"). Grantee may temporarily use additional workspace adjacent to the Site Easement, at certain locations where needed during any construction, repair, maintenance or removal of its Facilities.

b. Access and Utility Easements. Grantor hereby further extends, grants, and conveys to Grantee a permanent, perpetual, and non-exclusive easement ("**Access and Utility Easement**") in, to, under and over reasonably necessary portions of the Property, such Access and Utility Easement being 10' in total width, the centerline of which shall be Lessee's fiber optic cable and any necessary appurtenances thereto, as finally installed by Grantee (the "**Access Easement Area**"). The Access and Utility Easement may be used and enjoyed by Grantee for purposes of ingress and egress to and from the Site Easement and a publicly dedicated roadway, and for the construction, installation, maintenance, repair, replacement, improvement, operation and removal of utilities, fiber and other facilities as necessary or convenient for providing service to and from the Site Easement and the Facilities, and any related activities and uses. Grantee acknowledges such rights are not exclusive to it and that Grantor, its tenants, successors, transferees and assigns shall have and retain permanent but non-exclusive ingress and egress rights in, over, on, and through the Access Easement to Grantor's Property outside of the Site Easement Area.

c. Easements Run with the Land. The Site Easement and Access and Utility Easement are collectively referred to herein as the "**Easements,**" and the Site Easement Area and Access Easement Area are collectively referred to herein as the "**Easement Areas.**" The Easements and the terms of this Agreement relating thereto shall run with the land and be binding upon and inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

d. Description of Easements. Grantee may at any time, at Grantee's sole cost, obtain a survey of the Easements, in which case the applicable exhibits to this Agreement may be supplemented with or replaced by the legal description set forth in such land survey and/or construction drawings of the Facilities, once complete and received by Grantee.

3. Use of Easement.

(a) Grantor shall provide Grantee the quiet enjoyment and use of the Easements and Easement Areas. Without limiting the preceding, (i) Grantee shall have the unrestricted right to lease, sublease, license, transfer, assign or encumber, in whole or in part, or grant the use of the Easements and/or Grantee's rights under this Agreement to third parties and (ii) Grantee shall have the right to enter and access the Easements at any time, twenty-four (24) hours a day, seven (7) days a week.

(b) Grantee shall be responsible, at its sole cost and expense, for all installation, operations, maintenance, repair, restoration, and replacement costs for the Facilities, including any costs or liabilities incurred in connection with the licensing or permitting for the installation and operation of the Facilities.

(c) Grantee may construct improvements in, to, under and over the Easements, all of which shall be deemed part of the Facilities. The Facilities shall remain the personal property of Grantee, and Grantor shall possess no right, title or interest therein. Grantee covenants that it shall keep the Facilities in good repair and in a clean and safe condition, including, without limitation, installing, constructing, maintaining, repairing, restoring, replacing and removing the Facilities as needed, at Grantee's sole cost and expense, and repairing and restoring the adjacent portions of the Property in connection therewith. Grantee's foregoing restoration and repair of the Property shall occur promptly after completion of any work, and shall include, without limitation, the removal of all debris, and the restoration of the Property to substantially the same condition as existed immediately prior to such work, and repair of any damage caused by such work.

(d) Grantee covenants that it shall comply with all laws, ordinances, rules and regulations applicable to the Property, the Facilities, and the use, operation, and maintenance of either. Grantee covenants that it shall conduct its business on the Property and exercise its rights under this Agreement in accordance with generally accepted safety standards for similar operations.

4. Consideration. As consideration for the Easements, Grantee will make a one-time payment in the amount of one dollar (\$1.00).

5. Term. This Agreement and the Easements shall commence on the Effective Date and shall continue perpetually, unless abandoned and terminated in accordance with the terms herein.

6. Abandonment; Termination. In the event Grantee ceases all use of all portions of the Easements for a period of more than five (5) consecutive years (for reasons other than casualty or force majeure), the Easements shall be deemed abandoned and this Agreement shall be terminated. Limited or partial use of the Easements by Grantee or any tenants or sublessees shall not be deemed a surrender or abandonment of the Easements, or any unused portion thereof, nor prevent Grantee from benefiting from the full use and enjoyment of the entirety of the Easements. Grantee may terminate this Agreement upon written notice to Grantor. This Agreement may not be terminated by Grantor. Upon termination Grantee and Grantor shall cooperate in the execution and recordation of any document reasonably required to evidence such termination. Upon termination, this Agreement shall become null and void and the parties shall have no further obligations to each other under this Agreement. However, upon termination, and for a period of 180 days thereafter, Grantee shall retain possession of its non-exclusive ingress and egress rights to the Easement Area via the Access Easement for the sole purpose of restoring each Easement Area to its original grade and condition. Said restoration shall be completed by Grantee within the 180-day time period and at the 181st day said ingress and egress rights shall terminate.

7. Warranties of Ownership and Quiet Enjoyment. Grantor covenants to Grantee that Grantor is the owner of the Property and has full right to enter into this Agreement.

8. Title to Improvements. All Facilities and other improvements installed, modified, repaired, reconstructed or maintained by Grantee shall remain the property of Grantee. Grantee shall have the right and obligation to remove same upon termination of this Agreement.

9. Costs of Installation and Maintenance. All costs and expenses incurred in the installation, operation and maintenance of the Facilities and other improvements and equipment installed by Grantee at the Facilities Site shall be paid by Grantee.

10. Compliance with Laws. Grantee shall comply with all laws, rules and regulations of state and federal authorities, and their respective agencies and departments in connection with the installation,

maintenance and operation of the improvements and equipment installed by Grantee within the Facilities Site and Easement.

11. Interference. Grantee shall have the right to remove any obstructions including, but not limited to, trees and vegetation, which may encroach upon, interfere with, or present a hazard on the Easement Areas. Grantor will not interfere with Grantee's permitted use of the Easement Areas and will not place permanent structures within or block Grantee's access to the Easement Areas. Neither Grantee nor Grantor shall place any obstructions within the Access Easement. In addition, Grantor shall not install or permit to be installed any structure or equipment which causes measurable interference to the equipment of Grantee, or otherwise permit any portion of the Property to be used in a manner which materially interferes with the operations of Grantee. Grantor and Grantee acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, each party shall have the right to specifically enforce the provisions herein in a court of competent jurisdiction.

12. Taxes. All real estate taxes attributable to Grantee's installation, modification, reconstruction, repair or maintenance of the Facilities or other improvements at the Facilities Site pursuant to this Agreement shall be the responsibility of and shall be paid by Grantee. All other taxes for the Property shall be the responsibility of and shall be paid by Grantor.

13. Memorandum of Easement. At Grantee's request, Grantor shall execute a Memorandum of Easement, in a form acceptable to both parties, which may be recorded at the option of Grantee in the Office of the County Recorder for Fayette County.

14. Utility Easements. Grantee may require and Grantor shall enter into reasonable agreements with utility companies creating easements in favor of such companies as are required to service the improvements on the Facilities Site and utilizing the Access Easement. Grantor covenants and agrees, without assuming any out-of-pocket expense, to consent thereto and to execute any and all documents, agreements and instruments, and to take all other actions in order to effectuate the same.

15. Environmental Covenants and Indemnity. Neither Grantor nor Grantee will introduce or use any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation ("**Hazardous Materials**") on, under or about the Property or the Easement Areas in violation of any applicable law or regulation. Grantor and Grantee shall each indemnify, defend and hold the other party harmless from and against any and all losses, costs, claims, enforcement actions and expenses, including reasonable attorneys' fees, arising out of the presence of Hazardous Materials upon or affecting the Property or the Easement Areas and caused by the indemnifying party. The foregoing indemnity shall survive any termination of this Agreement.

16. General Indemnification. Grantor and Grantee shall each indemnify, defend and hold the other party harmless from and against any and all losses, costs, claims and expenses, including reasonable attorneys' fees, arising out of (i) the breach of any representation, warranty or covenant of such indemnifying party set forth herein, or (ii) the use and/or occupancy of the Property or the Easement Areas by the indemnifying party, except to the extent arising from the negligence or more culpable misconduct of the indemnified party. The foregoing indemnity shall survive any termination of this Agreement.

17. Transfer of the Property; Assignment. The provisions and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the parties and their respective successors and assigns. Should Grantor sell or otherwise convey all or any part of the Property, such sale or conveyance shall be under and subject to the terms contained in this Agreement and Grantee's rights hereunder. Notwithstanding the foregoing, this Agreement and the Easements are for the benefit of Grantee

and its successors and assigns, rather than for the benefit of any other tract of land, and may be assigned freely, in whole or in part, by Grantee and its successors and assigns.

18. Estoppel Certificate. Each party shall, within ten (10) days after request by the other party, execute and deliver to the requesting party a statement certifying (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether, to the responding party's knowledge, either party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each default; and (iii) any other information reasonably requested concerning this Agreement or the Property.

19. Condemnation. In the event of any condemnation of the Easement Areas in whole or in part, Grantee shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Property so taken on which the Easements are located, business dislocation expenses and any other award or compensation to which Grantee may be legally entitled.

20. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Grantor and Grantee as set forth on the signature pages. Either party may change its notice address by providing notice as set forth herein.

21. Insurance. Grantee agrees to maintain in full force and effect, at its own expense, commercially appropriate and customary types and levels of insurance with financially sound and reputable insurers in accordance with the following parameters:

(i) Workers' compensation, errors and omissions, property, liability, and other forms of insurance customary in the industry in which Grantee operates or determined necessary or appropriate by Grantee, with commercially reasonable policy limits determined based on the industry in which Grantee operates and Grantee's operations.

(ii) Commercial general liability insurance with limits no less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate, including bodily injury and property damage and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Grantee, its affiliates, and its subcontractors and personnel in connection with this Agreement and their conduct at, on, or within Grantor's facilities.

(iii) On the date of this Agreement and thereafter upon Grantor's request, Grantee shall provide Grantor with certificates of insurance from Grantee's insurer evidencing the insurance coverage specified in this Agreement. The certificates of insurance shall name Grantor as an additional insured.

(iv) Grantee shall provide Grantor with thirty (30) days' advance written notice in the event of a cancellation or material change in such insurance policies.

(v) Except where prohibited by law, Grantee shall require its insurer to waive all rights of subrogation against Grantor, its insurers, and its affiliates.

22. Miscellaneous.

(a) this Agreement, including all exhibits attached hereto and the Memorandum of Easement (if any), constitutes the entire agreement and understanding of both parties with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements, and any amendments to this Agreement must be in writing and executed by both parties;

(b) this Agreement is governed by the laws of the State of Iowa;

(c) in the event that either party fails to pay when due any taxes, loans, judgments or payments attributable to or encumbering the Property, Easement Areas, or this Agreement, the other party shall have the right, but not the obligation, to pay such sums on behalf of the non-paying party, and the non-paying party shall thereafter reimburse the paying party for the full amount of such sums paid within five (5) business days of the non-paying party's receipt of an invoice from the paying party;

(d) in the event Grantee encumbers, pledges or otherwise assigns the Easements and/or Grantee's rights under this Agreement as collateral to secure any debt or other obligation of Grantee, (i) Grantor consents to such collateral assignment, (ii) the applicable holder of such collateral and its administrative agents shall be third party beneficiaries of such Grantor consent, and (iii) such Grantor consent may not be amended without the consent of the holder and its administrative agents;

(e) if any provision of this Agreement is held to be void, invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the minimum extent necessary to be operative, valid and enforceable to most closely reflect the intent of the parties as expressed herein, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement and the other provisions of this Agreement shall remain in full force and effect;

(f) the parties shall perform, execute and/or deliver promptly any and all such further acts and documents as may be reasonably required to consummate and continue to effectuate the transaction contemplated in this Agreement, including but not limited to the execution of any applicable zoning or land use forms, utility easements, and transfer and recordation forms for this Agreement and the transaction contemplated herein;

(g) the section headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement;

(h) this Agreement has been negotiated at arm's-length, and in the event of any ambiguity in any of the terms and provisions, this Agreement shall be interpreted in accordance with the intent of the parties and shall not be interpreted against or in favor of either Grantor or Grantee;

(i) any party, at its own expense, may record this Agreement upon the full execution hereof; and

(j) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, and intending to be legally bound, Grantor and Grantee have executed this Agreement.

Grantor:

CITY OF OELWEIN

Signature: _____

Printed Name:
Title: Mayor

Address:
20 2nd Ave SW
Oelwein, IA 50662

Attest:

Signature: _____

Printed Name:
Title: City Clerk

STATE OF IOWA)
) SS:
COUNTY OF FAYETTE)

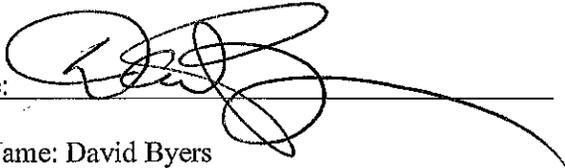
On this _____ day of _____, _____, before me, a Notary Public, personally appeared _____, and _____, who acknowledged himself/herself to be a duly elected and authorized officer or official of **The City of Oelwein**, an Iowa incorporated municipality, and that he or she, as such authorized officer or official, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his or her name on behalf of said municipality by himself or herself, as such officer or official, by authority of its City Council.

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

Notary Public
My Commission Expires:

Grantee:

HAWKEYE INTERCONNECT COMPANY

Signature: 

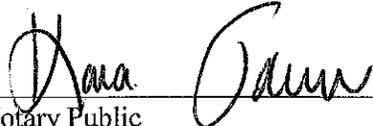
Printed Name: David Byers
Title: General Manager

Address:
115 W Main St.
Hawkeye, IA 52147

STATE OF IOWA)
) SS:
COUNTY OF FAYETTE)

On this 14th day of February, 2006, before me, a Notary Public, personally appeared **David Byers**, who acknowledged himself to be the **General Manager of Hawkeye Interconnect Company**, an Iowa corporation, and that he, as such authorized officer or person, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name on behalf of said entity by himself as such officer or authorized person.

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



Notary Public
My Commission Expires:



Exhibit B

Legal Description of Site Easement Area

A 20-FOOT BY 20-FOOT PERMANENT EASEMENT ON A PART OF THE WEST PART OF BLOCK 20 OF WING'S SECOND ADDITION TO THE CITY OF OELWEIN THAT IS LYING EAST OF THE FORMER RY RAILROAD AND WEST OF 3RD AVE NE AND A PART OF THE 100-FOOT OF FORMER RY RAILROAD RIGHT-OF-WAY BETWEEN 2ND STREET NE AND THIRD STREET NE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE ROAD RIGHT-OF-WAY AT THE NORTHWEST QUADRANT OF SECOND STREET NORTHEAST AND THIRD AVENUE NORTHEAST INTERSECTION IN THE CITY OF OELWEIN, IOWA;

THENCE WEST, 115.00 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SECOND STREET NORTHEAST TO THE POINT OF BEGINNING;

THENCE CONTINUING WEST, 20.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE;

THENCE NORTH, 20.00 FEET;

THENCE EAST, 20.00 FEET;

THENCE SOUTH, 20.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 400 SQUARE FEET, SUBJECT TO OTHER EASEMENTS AND RESTRICTIONS OF RECORD.