

DRAFTED BY
AND RETURN TO:
Moss & Barnett (AAD)
150 South Fifth Street, Suite 1200
Minneapolis, MN 55402
(Site Name: **IA07 Earlham SMACRO**)
(Prepared by Cheryl S. Sheldon, Telephone No. (612) 877-5392)
Parcel Id. No. 850002500062100
Legal Description on Page 5

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MEMORANDUM OF LAND LEASE AGREEMENT

THIS MEMORANDUM OF LAND LEASE AGREEMENT is made this 22nd day of October 2021 between City of Earlham, Iowa, with its principal offices located at 140 S. Chestnut Ave, Earlham, IA 50072, hereinafter referred to as LESSOR, and RSA 7 Limited Partnership d/b/a Verizon Wireless, with its address for notice located at 180 Washington Valley Road, Bedminster, New Jersey 07920, hereinafter referred to as LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on October 22 2021, for an initial term of five (5) years, commencing on the Commencement Date. The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment. The term of the Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term.
2. Pursuant to the Agreement, LESSOR granted to LESSEE the right to install, maintain and operate communications equipment (the "Use") upon the Premises (as described in the Agreement), which are a part of that real property owned by LESSOR near Northeast 6th Street, in the City of

Earlham, County of Madison, State of Iowa (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof.

LESSEE also has a non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 20 foot right-of-way ("Easement"). LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services.

3. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, extend to and are binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

Signatures on following page

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IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date written herein below.

LESSOR:

City of Earlham, Iowa

By: [Signature]

Name: Jeff Lillie

Its: Mayor

Date: 9-27-21

By: Mary Sue Hibbs

Name: Mary Sue Hibbs

Its: Clerk

Date: 9-27-21

LESSEE:

RSA 7 Limited Partnership
d/b/a Verizon Wireless

By: Cellco Partnership

Its: General Partner

By: [Signature]

Name: Jeffrey Armour

Its: Sr. RE Manager

Date: 10/22/21

Acknowledgments on following page

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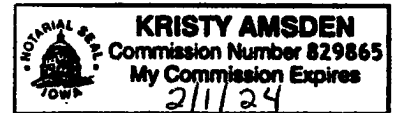
IA07 Earlham SMACRO
Memorandum of Land Lease Agreement
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ACKNOWLEDGMENTS
LESSOR ACKNOWLEDGMENT

STATE OF IOWA)
) ss.
COUNTY OF MADISON)

On this 27th day of September, 2021, before me, Kristy Amsden a Notary Public in and for the State of Iowa, personally appeared Jeff Lillie and Mary Sue Hibbs, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Earlham, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No. 21-45 Resolution No. of the City Council on the 27th day of September, 2021, and that Jeff Lillie and Mary Sue Hibbs acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

LESSEE ACKNOWLEDGMENT



Kristy Amsden

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

On this 22nd day of October, 20 , before me, the undersigned, a Notary Public in and for the State of Minnesota, duly commissioned and sworn, personally appeared Jeffrey Armour to me known to be the Sr. RE Manager of Cellco Partnership the General Partner of RSA 7 Limited Partnership d/b/a Verizon Wireless, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of RSA 7 Limited Partnership d/b/a Verizon Wireless, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Susan Blixrud
Print or Type Name: Susan Blixrud
Notary Public in and for the State of Minnesota
My appointment expires: 1/31/25

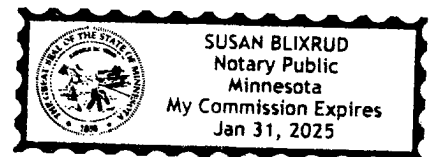


Exhibit "A"

Legal Description

Tract No. 1: The East 1000 feet of the North 850 feet of the South 1550 feet of the West Half (1/2) of the Northeast Quarter (1/4) of Section Six (6), Township Seventy-seven (77), North of Range Twenty-eight (28) West of the 5th P.M., containing 19.51 acres, more or less, all now being in and forming a part of Madison County, Iowa;

Tract No. 2: The East 50 feet of the South 700 feet of the West Half (1/2) of the Northeast Quarter (1/4) of Section Six (6), Township Seventy-seven (77) North of Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa;

Tract No. 3: Parcel "B" being a part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and a part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ all being in Section 6, Township 77 North, Range 28 West of the 5TH P.M., Madison County, Iowa and described as follows: Commencing at the center of the section of said Section 6; thence South $89^{\circ}40'36''$ East along the South line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 6, 1320.27 feet to the Southwest Corner of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence North $00^{\circ}08'03''$ East along the West line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, 700.01 feet to the point of beginning; thence continuing North $00^{\circ}08'03''$ East along said West line, 673.14 feet; thence South $82^{\circ}46'56''$ East, 39.06 feet; thence South $41^{\circ}59'15''$ East, 77.85 feet; thence South $59^{\circ}40'16''$ East, 198.70 feet; thence North $80^{\circ}02'45''$ East, 98.81 feet; thence South $00^{\circ}08'03''$ West, 529.14 feet; thence North $89^{\circ}40'36''$ West, 360.00 feet to the point of beginning and containing 4.74 acres (206,401 S.F.) more or less.

Madison County, Iowa