

**BK: 2016 PG: 3396**  
**Recorded: 11/14/2016 at 8:16:52.0 AM**  
**Fee Amount: \$32.00**  
**Revenue Tax:**  
**LISA SMITH RECORDER**  
**Madison County, Iowa**

This document was prepared by:

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**RECORDING REQUESTED BY AND  
AFTER RECORDING RETURN TO:**

UPF WASHINGTON INC  
12410 E MIRABEAU PKWY #100  
SPOKANE VALLEY WA 99216  
REF # 442176

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**MEMORANDUM OF FIRST AMENDMENT TO PCS SITE AGREEMENT**

See Exhibit "A" for Legal Description and Parcel Nos.

**THIS MEMORANDUM OF FIRST AMENDMENT TO PCS SITE AGREEMENT**  
(this "Memorandum") is made this 12 day of May, 2016, by and between **MICHAEL K. JOHNSON** ("Landlord"), having a mailing address of 223 S. 6<sup>th</sup> Avenue, Winterset, Iowa 50273, and **STC FIVE LLC**, a Delaware limited liability company ("Tenant"), by and through its attorney-in-fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

**RECITALS**

**WHEREAS**, Landlord and Tenant are the current parties under that certain PCS Site Agreement dated as of October 30, 2001, with a commencement date of October 30, 2001, originally by and between Sprint Spectrum L.P., a Delaware limited partnership ("Sprint"), as tenant, and Michael K. Johnson and Mary Elizabeth Johnson, husband and wife (together, the "Johnsons"), 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 (the "Lease");

**WHEREAS**, Landlord is the successor in title to the Johnsons;

**WHEREAS**, Tenant is the successor in interest to Sprint;

**WHEREAS**, the parties have modified the terms of the Lease by that certain First Amendment to PCS Site Agreement dated the same date as this Memorandum (the "First Amendment"), by and between Landlord and Tenant, and wish to provide record notice of the existence of the Lease as amended thereby (hereafter, the Lease is referred to as the "Amended Lease") and the status of certain rights and interests thereunder through the recording of this Memorandum in the Public Records of Madison County, Iowa; and

**WHEREAS**, the Amended Lease pertains to certain real property leased to Tenant (the "Leased Premises") together with access and utility easements granted to Tenant more particularly described in the Amended Lease, located on a portion of Landlord's property that is more particularly described on Exhibit "A" attached hereto and incorporated by this reference ("Landlord's Property").

### **OPERATIVE PROVISIONS**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. The recitals hereinabove are true and correct and are incorporated herein by this reference.
2. Landlord hereby acknowledges, ratifies, and confirms Tenant's interest in and to the Amended Lease.
3. The terms and provisions of the Amended Lease are hereby restated and incorporated herein by this reference.
4. The Amended Lease provides that the initial term of the Amended Lease is five (5) years, commencing on October 30, 2001, with eight (8) renewal terms of five (5) years each. The term of the Amended Lease, including all renewal terms, if exercised, will expire on October 29, 2046.
5. The Amended Lease pertains to a portion of that certain real property described on Exhibit "A" attached hereto.
6. The Amended Lease provides Tenant with a right of first refusal with respect to the Leased Premises, upon the terms and conditions more particularly set forth in the First Amendment.
7. The Amended Lease provides Tenant with an irrevocable option to lease up to a maximum of two thousand (2,000) additional square feet of Landlord's Property adjacent to the Leased Premises, upon the terms and conditions more particularly set forth in the First Amendment.

8. The parties consent to the recording of this Memorandum in the public records of the county in which the Leased Premises is situated, and agree that this Memorandum shall be executed in recordable form.
9. This Memorandum may be executed in counterparts, each of which shall constitute an original instrument.

[Remainder of page intentionally left blank; signatures begin on the following page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first written above.

**LANDLORD:**

Michael K. Johnson  
Michael K. Johnson

Date: 4/25/2016

**ACKNOWLEDGEMENT**

STATE OF Iowa )  
 ) SS  
COUNTY OF Dallas )

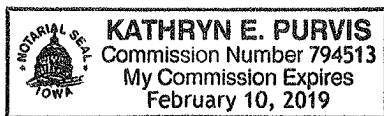
On this, the 25 day of April, 2016, before me, the undersigned Notary Public, personally appeared Michael K. Johnson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Memorandum of First Amendment to PCS Site Agreement, and acknowledged that he executed the same for the purposes therein contained.

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

Kathryn Purvis

Notary Public, State of Iowa, County of Dallas  
Acting in the County of Dallas  
My Commission Expires: 2-10-2019


[SEAL]



**TENANT:**

**STC FIVE LLC,**  
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,  
a Delaware limited liability company  
Its: Attorney-in-Fact


By:   
Name: Matthew Norwood  
Real Estate Transaction Manager  
Its: \_\_\_\_\_  
Date: 05/12/16

**ACKNOWLEDGEMENT**

STATE OF TEXAS                    )  
  ) SS  
COUNTY OF HARRIS                )

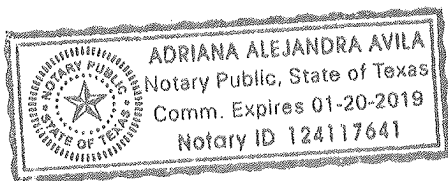
On this, the 12 day of May, 2016, before me, the undersigned Notary Public, personally appeared Matthew Norwood, who acknowledged him/herself to be the Real Estate Transaction Mgr. of Global Signal Acquisitions II LLC, a Delaware limited liability company, the Attorney-in-Fact for STC Five LLC, a Delaware limited liability company, and that he/she, being authorized to do so, executed the foregoing Memorandum of First Amendment to PCS Site Agreement 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:

[SEAL]



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF LANDLORD'S PROPERTY**

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

The Southwest Quarter (1/4) of Section Twenty-five (25), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa; EXCEPT a tract of land located in the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of said Section Twenty-Five (25), described as follows, to-wit: Commencing at the Northeast corner of the Southwest Quarter (1/4) of said Section Twenty-five (25), running thence West 80 rods, thence South 46 rods, thence East 80 rods, thence North 46 rods to the place of beginning; AND EXCEPT the railroad right-of-way across the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of said Section Twenty-five (25), containing 0.85 acres more or less; AND EXCEPT that part thereof condemned for highway purposes.

Tax Parcel Identification Numbers:

340062562010000, 340062564000000, 340062566010000, and 340062568010000