



**BK: 2018 PG: 1990**  
**Recorded: 6/22/2018 at 2:58:38.0 PM**  
**Fee Amount: \$27.00**  
**Revenue Tax:**  
**LISA SMITH RECORDER**  
**Madison County, Iowa**

Prepared by: John A. Gerken, 115 E Lincoln Way, Suite 200, Jefferson, IA 50129; 515/386-3158

Return to: Central Iowa Wireless Co., PO Box 269, Jefferson, IA 50129; 515/386-4141

**EXTENSION OF AND AMENDMENT TO LEASE**

This EXTENSION OF AND AMENDMENT TO LEASE (“Amendment”) is entered into as of the 14 day of December, 2017, by and between Terry L. Waddingham and Carla Waddingham, husband and wife (“Waddinghams” or “Landlord”), and Central Iowa Wireless Co., an Iowa corporation (“Central Iowa Wireless” or “ITC” or “Tenant”), as assignee of Iowa Wireless Services, LLC, a Delaware limited liability company, d/b/a i wireless (“IWS”).

WHEREAS, the Waddinghams and IWS entered into a Site Lease with Option as of the 22nd day of February, 2005 (“Lease” or “Ground Lease”), the subject of a Memorandum of Lease which was recorded in the records of the Madison County Recorder in Book 2005, Page 3932 on August 16, 2005, and with regard to real estate as described on Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, such Ground Lease contained provisions allowing for its assignment; and

WHEREAS, IWS and Central Iowa Wireless entered into an Assignment and Assumption Agreement (“Assignment”) on the 1st day of January, 2006, whereby IWS assigned to Central Iowa Wireless all of IWS’ rights, title and interests in, to and under the Ground Lease, and whereby Central Iowa Wireless assumed the obligations of the IWS under the Ground Lease; and

WHEREAS, the Landlord is hereby notified of such Assignment as stated herein; and

WHEREAS, the Lease provided the right to extend said Lease for five additional, five-year terms (“Renewal Term”); and

WHEREAS, the Landlord and Central Iowa Wireless desire to extend and amend the Lease to provide for three further, five-year Renewal Terms.

NOW, THEREFORE, in consideration of the covenants contained herein, for \$1,000 paid to Landlord for execution of this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is all hereby acknowledged, the parties hereto agree as follows:

1. Extension of Amendment to Lease. The first sentence of Section 2(D) of the Lease is amended to read: "Tenant shall have the right to extend this Lease for eight additional, five-year terms ("Renewal Terms")."
2. Result of Amendment. As a result of this Amendment, should Tenant exercise all of its options to extend, the Lease shall have a termination date ending in 2050.
3. No Other Modifications. Except for the modification set forth in Paragraph 1 above, and including the extension of the Lease as provided therein, this Amendment shall not alter, modify or otherwise affect the Lease and each of the terms and conditions contained in the Lease shall remain in full force and effect as provided in the Lease, and without limiting the generality thereof including the obligations of the Parties with respect to care and maintenance of the premises, payment of utilities and taxes, and continuation of insurance coverages all as presently set out in the Lease.
4. Acknowledgment and Approval of Assignment. Landlord to the extent required hereby recognizes receipt of notice of the Assignment between IWS and Central Iowa Wireless noted above, and approves of such Assignment acknowledging Central Iowa Wireless as assignee and successor to IWS under the Lease with full rights, title and interests as Tenant therein.
5. Title and Authority. Landlord covenants and warrants to Central Iowa Wireless that (i) Landlord has full right, power and authority to execute this Amendment to the Lease; (ii) Landlord has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant hereafter in Paragraph 6 which in Central Iowa Wireless' determination will not interfere with Tenant's rights to or use of the Premises (Landlord further agreeing to obtain a Non-Disturbance Agreement from any mortgage holder if requested by Central Iowa Wireless); and (iii) execution and performance of this Amendment and the continued performance of the Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.
6. Title Disclosures (if any). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
7. Further Assurances. Each party agrees to cooperate with the other in executing any further documentation necessary to protect its rights or use of the Premises and to fulfill the purposes of this Amendment and the Lease.
8. Miscellaneous. Unless otherwise defined herein, the definitions of capitalized terms used in this Amendment shall be the same as the definitions of such terms as set forth in the Lease and all section references herein refer to the Lease. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same



## EXHIBIT A

To the Extension of and Amendment to Lease Agreement, between Terry L. Waddingham and Carla Waddingham, Husband and Wife, as Landlord, and Central Iowa Wireless Co., as Tenant. The Site Lease with Option as amended is the subject of a Memorandum of Lease which was recorded in the records of the Madison County Recorder in Book 2005, Page 3932.

The property is legally described as follows:

### Lease

That part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, described as follows:

Commencing at the northwest corner of the Northwest Quarter of the Southwest Quarter of Section 26; Thence South 00°34'32" East (bearings referenced to Astronomic North) for 564.90 feet along the west line of the said Northwest Quarter of the Southwest Quarter of Section 26; Thence North 89°25'28" East for 348.78 feet to the TRUE POINT OF BEGINNING; Thence North 89°36'44" East for 300.00 feet; Thence South 00°23'16" East for 300.00 feet; Thence South 89°36'44" West for 300.00 feet; Thence North 00°23'16" West for 300 feet to the Point of Beginning.

(Contains 90,000 square feet)

### Ingress/Egress & Utility

A permanent easement twenty-five foot (25') in width for ingress/egress and the installation and maintenance of utilities over part of the Northwest Quarter of the Southwest Quarter of Section 25, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, the center-line of which is described as follows:

Commencing at the northwest corner of the Northwest Quarter of the Southwest Quarter of Section 26; Thence South 00°34'32" East (bearings referenced to Astronomic North) for 955.37 feet along the west line of the said Northwest Quarter of the Southwest Quarter of Section 26; Thence North 89°25'28" East for 589.49 feet to the north right of way line of Iowa State Highway 92, the center-line of said easement and the TRUE POINT OF BEGINNING; Thence North 10°07'48" West for 91.00 feet to the south line of a telecommunications tower lease parcel and the Point of Terminus, said point falls South 89°36'37" West for 73.42 feet from the southeast corner of said lease parcel.

(Contains 2275 square feet)

The following Site Plan of the real estate included for illustrative purposes only:

