



BK: 2018 PG: 1992
Recorded: 6/22/2018 at 2:58:40.0 PM
Fee Amount: \$22.00
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 21st day of December, 2017, by and between Keith M. Williamson and Cindy L. Williamson, husband and wife ("Williamsons" or "Landlord"), and Central Iowa Wireless Co., an Iowa corporation ("Central Iowa Wireless" or "TTC" or "Tenant"), as assignee of Iowa Wireless Services, LLC, a Delaware limited liability company, d/b/a i wireless ("IWS").

WHEREAS, the Williamsons and IWS entered into a Site Lease with Option as of the 27th day of January, 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 3930 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 (Landlord agreeing to obtain a Subordination, Non-Disturbance and Attornment Agreement from such mortgage holder prior to the signature of 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). Open-End Real Estate Mortgage to American State Bank, recorded in the records of the Madison County Recorder in Book 2016, Page 1030, on April 21, 2016.
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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 instrument. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and conditions of this Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

LANDLORD:

Keith M. Williamson
Keith M. Williamson

Cindy L. Williamson
Cindy L. Williamson

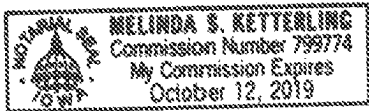
2175 148th Street
Winterset, IA 50273

STATE OF IOWA :
COUNTY OF Polk : ss

This instrument was acknowledged before me this 21st day of December, 2017, by Keith M. Williamson and Cindy L. Williamson, husband and wife.

Melinda S. Ketterling
Notary Public - State of IOWA

[seal]



TENANT: Central Iowa Wireless Co.

By: James L. Daubendiek
James L. Daubendiek, General Manager

105 West Harrison
Jefferson, IA 50129

STATE OF IOWA :
: ss
GREENE COUNTY :

This instrument was acknowledged before me on the 26th day of December, 2017, by James L. Daubendiek, as General Manager of Central Iowa Wireless Co.

Shirley A. Griffin
Notary Public - State of Iowa

[seal]

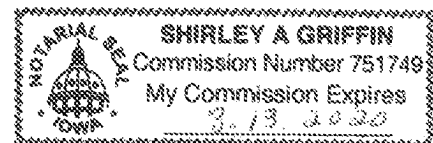
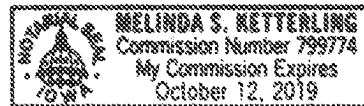


Exhibit A
Legal Description

To the Extension of and Amendment to Lease Agreement, between Keith M. Williamson and Cindy L. Williamson, 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 3930.

The property is legally described as follows:

That part of the Northeast Quarter of the Southeast Quarter of Section 25, Township 77 North, Range 28 West of the 5th P.M., Madison County, Iowa, described as follows:

Commencing at the southeast corner of said Northeast Quarter of the Southeast of Section 25; Thence North $89^{\circ}30'50''$ West (assumed bearings) for 270.00 feet along the south line of said Northeast Quarter of the Southeast Quarter of Section 25; Thence North $00^{\circ}29'10''$ East for 33.00 feet to the TRUE POINT OF BEGINNING; Thence North $89^{\circ}30'50''$ West for 300.00 feet along the north right of way line of 148th Street; Thence North $00^{\circ}29'10''$ East for 300.00 feet; Thence South $89^{\circ}30'50''$ East for 300.00 feet; Thence South $00^{\circ}29'10''$ West for 300.00 feet to the Point of Beginning.

(Contains 2.066 Acres)

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

