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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

RECORDER'S COVER SHEET

Prepared by and Return to: Joshua Kramer, Legal Operations Manager, 4955 Bullis Farm Road,
Eau Claire, WI 54701, Phone: (715) 858-3151

Title of Document: Ground Lease Agreement

Date of Document: December 1, 2023

Lessor: Gary L. Jackson

Lessee: WIN, LLC

Legal Description of Leased Property:

A parcel of land approximately 400 square feet, and approximately .0092 Acres, which is part of the following described real estate:

Lot Four (4) North Oak Subdivision being a subdivision of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) and part of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty (20), Township Eighty Nine, (89) North, Range Five (5) West of the Fifth Principal Meridian, in the City of Manchester, Delaware County, Iowa, according to plat recorded in Book 1999, Page 126.

GROUND LEASE AGREEMENT

This **GROUND LEASE AGREEMENT** ("Agreement") is entered as of the 1st day of December, 2023 ("Effective Date"), by and between **Gary L. Jackson**, 1949 145th Avenue, Manchester, IA 52057 ("Lessor") and WIN, LLC, a Wisconsin limited liability company, 4955 Bullis Farm Road, Eau Claire, WI 54701 (the "Lessee" or "WIN").

WHEREAS, Lessor owns and desires to lease to Lessee, and Lessee desires to lease, the Premises (as defined herein); and

WHEREAS, Lessor and Lessee wish to enter into this Agreement for the lease of the Premises for use by Lessee as per the terms of this Agreement.

NOW, THEREFORE for good and valuable consideration and the mutual promises and conditions set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Agreement to Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, approximately 400 square feet, or .0092 acres, located within the Leasehold Parcel, with Improvements and Easement Parcels of land ("Premises"), together with unrestricted access for Lessee's uses from the nearest public right-of-way along the Lessor's property, which has an approximate street address of 1938 Honey Creek Rd, Manchester, IA 52057, and which is more fully described as:

Lot Four (4) North Oak Subdivision being a subdivision of the Southeast Quarter of the Northeast Quarter (SE ¼ NE ¼) and part of the Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼) of Section Twenty (20), Township Eighty Nine, (89) North, Range Five (5) West of the Fifth Principal Meridian, in the City of Manchester, Delaware County, Iowa, according to plat recorded in Book 1999, Page 126.
(the "Leasehold Parcel")

During the term of this Lease, Lessee and its agents, engineers, surveyors, and other representatives will have the right to (a) enter the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (collectively the "Tests"); (b) to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Lessee's sole discretion for its use of the Premises including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"); and (c) otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Lessee, are necessary in Lessee's sole discretion to determine the physical condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Lessor's title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel for Lessee's use, all at Lessee's expense. Lessee will not be liable to Lessor or any third party on account of any pre-existing defect or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Lessee's inspection.

2. Term. This Agreement will commence on the Effective Date and continue in force and effect for five (5) years until November 30, 2028 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement will automatically renew for successive three (3) year terms (each a "Renewal Term" and, together with the Initial Term, the "Term") unless Lessee provides written notice of its desire to terminate the Agreement at least ninety (90) days prior to the expiration of the then-current Term.

3. Termination. In addition to the rights provided under Section 2 above, the Parties shall have the right to terminate this Agreement and all responsibilities hereunder under the following conditions:

- (a) *Mutual Agreement*. At anytime the Parties may mutually agree in writing to terminate this Agreement.
- (b) *Premises Alteration*. If the Premises and/or Improvements thereon are damaged through no fault of Lessee or its purpose is frustrated to the point in Lessee's opinion, substantial alteration, demolition, or reconstruction would be required, Lessee may terminate this Agreement upon thirty (30) days' notice to Lessor.
- (c) *Material Breach*. Should either Party be in material breach of its obligations under this Agreement for more than thirty (30) days after receiving notice of said breach from the non-breaching party, the non-breaching party may terminate this Agreement.

4. Rent. During the Initial Term, Lessee shall pay rent to the Lessor in the amount of Two Thousand Four Hundred Dollars and 00/100 (\$2,400.00) per year. Rent payments shall be made annually on the first day of the month that corresponds with the Effective Date. Upon the commencement of each Renewal Term, rent shall be adjusted by the same percentage as the cumulative change in the most recently published Consumer Price Index as compared to the same index as historically recorded for the month and year in which the Term of this Agreement commenced. "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, as published by the U.S. Department of Labor Bureau of Labor Statistics.

5. Grant of Easement Parcel(s). Unless the Leasehold Parcel is immediately adjacent to public rights-of-way for ingress, egress, and utilities, Lessor hereby grants to Lessee the following described Easement Parcel(s) appurtenant to the Leasehold Parcel:

Use: Access

Width: Ten (10) feet; Approximate length between the Leasehold Parcel and the public road known as A Street West over existing traveled ways where practical and establishing a new route as necessary.

Use: Utilities

Width: Ten (10) feet; Approximate length between the Leasehold Parcel and suitable utility company service connection points. Lessor agrees to make such direct grants of easement as the utility companies may require.

(together, the "Easement Parcels")

6. Grant of Easement Rights. To effect the purposes of this Lease, Lessor hereby grants to Lessee the following Easement Rights: (a) the right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels; (b) the right to improve an access road within the Access Easement Parcel; (c) the right to place utility lines and related infrastructure within the Utilities Easement Parcel; (d) the right to enter and temporarily rest upon Lessor's adjacent lands for the purposes of installing, repairing, replacing, and removing the leasehold improvements (the "Improvements") and any other personal property of Lessee upon the Leasehold Parcel and improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery; and (e) the right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. Notwithstanding each of the foregoing rights, Lessee agrees to take notify Lessor prior to utilizing any rights hereunder.

7. Survey/Site Plan. Lessee may, at Lessee's expense, cause a survey, site plan, and/or legal description of the Premises to be prepared, to further delineate and identify the land underlying the Premises, and to attach the same as exhibits to this Lease.

8. Use of the Premises. Lessee shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon telecommunications equipment and facilities, an access road, one or more equipment buildings, and a security fence, together with all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice, video, and data signals by means of wireless and/or wired carriage (the "Permitted Use"). As of the Effective Date, Lessee has erected a security fence around the Premises encompassing roughly 800 square feet; Lessee shall not increase the size or footprint of the security fence currently surrounding the Premises without Lessor's prior consent.

9. Utilities. Lessee shall solely and independently be responsible for all costs of providing utilities used by Lessee to the Premises, including the separate metering, billing, and payment of utility services consumed by Lessee's operations.

10. Property Taxes.

a. Lessor shall pay be solely responsible for any and all taxes levied against the Leasehold Parcel.

b. Lessee shall have the right, but not the obligation, to pay Lessor's real estate taxes on the Leasehold Parcel if the same become delinquent, to ensure that Lessee's leasehold interest does not become extinguished. Lessee shall be entitled to take a credit against rent for any property taxes paid on behalf of Lessor.

11. Repairs. Lessee shall be responsible for all repairs of the Improvements and may, at its own expense, alter or modify the Improvements to suit its needs consistent with the Permitted Use.

12. Mutual Indemnification. Lessee shall indemnify and hold Lessor harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the negligence, omission,

or fault of the Lessee, or in any way resulting from Lessee's presence upon Leasehold Parcel. Lessor shall indemnify and hold Lessee harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the negligence, omission, or fault of the Lessor. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

13. Insurance. Lessee shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of \$1,000,000 covering Lessee's work and operations upon the Leasehold Parcel, and will, upon demand, provide a certificate of insurance to Lessor. Lessee shall obtain a no less stringent certificate of insurance from each third-party contractors retained to work on the Premises.

14. Monetary Default. Lessee shall be in default of this Agreement if the Lessee fails to make payment of rent when due and such failure continues for fifteen (15) business days after Lessor notifies Lessee in writing of such failure.

15. Opportunity to Cure Non-Monetary Defaults. If Lessor or Lessee fails to comply with any non-monetary provision of this Lease which the other party claims to be a default hereof, the party making such a claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional thirty (30) days provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

16. Assignment of Lease by Lessee and Lessor. This Lease and the Premises hereunder shall be freely assignable by the Lessee to any other party without the necessity of obtaining Lessor's consent. Lessee's right to affect an outright transfer of the Premises, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Lessee shall notify Lessor in writing of the name and address of any assignee or collateral assignee. Lessor also reserves the right to assign his interest in this Lease without the necessity of obtaining Lessee's consent.

17. Execution of Other Instruments. Lessor agrees to execute, acknowledge, and deliver to Lessee other instruments respecting the Premises and Leasehold Parcel, as Lessee or Lessee's lender may reasonably request from time to time, provided that any such instruments are in furtherance of, and do not substantially expand, Lessee's rights and privileges herein established. Such instruments may include a memorandum of lease that may be recorded in the county land records. Lessor also agrees to reasonably cooperate with Lessee's efforts to obtain all private and public consents related to Lessee's use of the Premises, as long as Lessor is not expected to bear the financial burden of such efforts.

18. Removal of Improvements. The Improvements are agreed to be the Lessee's personal property and shall never be considered fixtures to the real estate. Lessee shall at all times be authorized to remove the Improvements from the Premises and Leasehold Parcel. Upon the expiration or earlier termination of this Lease, Lessee shall, at Lessee's expense, remove any

Improvements from the Premises including all footings, foundations, and other below-ground Improvements in place. The intent is to restore the Premises to its prior condition.

19. Quiet Enjoyment. Lessor covenants that Lessee shall have quiet and peaceable possession of the Premises, and that Lessor will not intentionally disturb Lessee's enjoyment thereof as long as Lessee is not in default under this Lease.

20. Subordination. Lessee agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgage or trustee thereunder shall ensure to Lessee the right to possession of the Premises and other rights granted to Lessee herein so long as Lessee is not in default beyond any applicable grace or cure period, such assurance to be in a form reasonably satisfactory to Lessee. If requested by Lessee, Lessor agrees to use Lessor's best efforts to assist Lessee in obtaining from any holder of a security interest in the land underlying the Premises an attornment or non-disturbance agreement in form reasonably satisfactory to Lessee.

21. Environmental Warranty. Lessor hereby represents and warrants to Lessee that Lessor has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Leasehold Parcel, and that Lessor has no knowledge of such uses historically having been made of the Leasehold Parcel or such substances historically having been introduced thereon.

22. Attorney's Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

23. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

24. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

25. Modifications. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

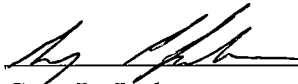
26. Controlling Law; Venue. This Lease shall be governed in all respects by and construed in accordance with the laws of the U.S. and the State of Iowa, without regard to its conflict of law principles. With respect to any legal disputes between the Parties arising out of or related to this Agreement, the Parties irrevocably consent to the exclusive personal jurisdiction of the state courts of Iowa.

27. Notices. All notices permitted or required under this Lease shall be in writing and shall be delivered as follows with notice deemed given and indicated (i) by personal delivery when delivered personally, (ii) by commercially established courier service upon delivery or, if the courier attempted delivery on a normal business day and delivery was not accepted, upon attempted delivery, (iii) by telecopy or facsimile transmission when confirmed by telecopy or

facsimile transmission, or (iv) by certified or registered mail, return receipt requested, ten (10) days after deposit in the mail. Addresses used herein shall be the ones set forth in the initial paragraph of this Agreement, or such other address as the party hereto shall notify the other of in writing.

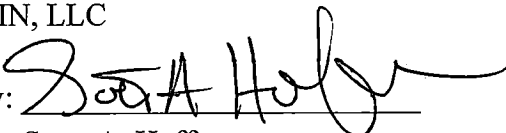
IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

Lessor: Gary L. Jackson



Gary L. Jackson

Lessee:
WIN, LLC

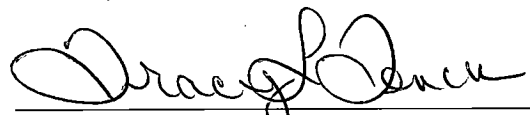
By: 

Scott A. Hoffmann,
Chief Executive Officer

STATE OF IOWA)
) SS:
COUNTY OF Delaware)

On this 18th day of December, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary L. Jackson, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

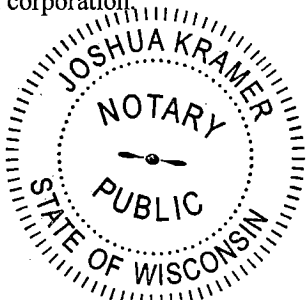




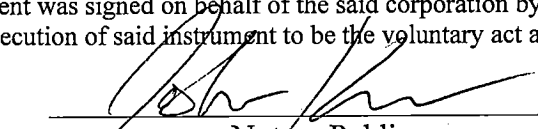
Notary Public

STATE OF WISCONSIN)
) SS:
COUNTY OF EAU CLAIRE)

On this 27th day of December, 2023, before me, a Notary Public, in and for said County, personally appeared Scott A. Hoffmann, to me personally known, who being by me duly sworn did say that he is Chief Executive Officer of said WIN, LLC, and that said instrument was signed on behalf of the said corporation by authority of its board of directors and acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.



*My Commission
expires 6-30-2025*



Notary Public