Recorded: 7/2/2025 at 9:07:39.0 AM

County Recording Fee: \$52.00 lowa E-Filing Fee: \$3.00 Combined Fee: \$55.00 Revenue Tax: \$0.00

Delaware County, Iowa
Daneen Schindler RECORDER

BK: 2025 PG: 1735

Prepared by and upon recording Please return to:

Ginsberg Jacobs LLC 300 South Wacker Drive Suite 2750 Chicago, Illinois 60606 Attn: Steven F. Ginsberg, Esq. Site Name: IA12 Ryan

Location Number: 438936

MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of LAND LEASE AGREEMENT is made this 940 day of 3023, between Douglas J. Carroll and Jamie A. Carroll, with its principal offices located at 2970 170th Avenue, Ryan, Iowa 52330, hereinafter designated LESSOR and Alltel Corporation d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated 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 Tune 9, 2023 for an initial term of five (5) years, commencing on the Commencement Date. The Land Lease Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term
- 2. LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment upon the Premises (as hereinafter defined), which are a part of that real property owned by LESSOR at Highway 13 in Ryan, lowa (the "Property"). The Property is legally described on Exhibit A attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 5,625 square feet square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE shall also have the 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 wide right-of-way and a 10' foot wide right-of way (collectively the "Easement"), which is depicted on Exhibit "B". 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. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR.

- 3 LESSEE has a right of first refusal to purchase the Premises or to match any offer for the purchase, management, or operation of communications facilities on the Premises during the initial term and all renewal terms of the Agreement.
- 4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[Signature Page Follows]

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

LESSOR:

Douglas J. Carroll	1.
Dak	1 Cull
~ an	1 Carre

Jamie A. Carroll Marrie A Carton

LESSEE:

ALLTEL CORPORATION D/B/A VERIZON WIRELESS

Name: Armony

Its: Date:

~ ^
STATE OF
STATE OF
On <u>felicion 1.7</u> , 2013 before me,, personally appeared pouglas J. Carroll, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that, in his/her authorized capacity, s/he executed the foregoing document as her own act and deed.
WITNESS my hand and official Notarial Seal, this 17th day of Followy, 2013.
WITNESS my hand and official Notarial Seal, this IT day of Fabruary, 2013. RICHARD E McMAHON Commission Number 756974 My Commission Expires My Commission Expires A-1(e-f) M
STATE OF Zora) LESSOR ACKNOWLEDGEMENT COUNTY OF Zora)
On Library 21, 2023 before me, Library 3, personally appeared amie A. Carroll, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that, in his/her authorized capacity, s/he executed the foregoing document as her own act and deed.
WITNESS my hand and official Notarial Seal, this 2/5 day of Eswy, 2023
Notary Public
My Commission Expires: LINDSAY DOMEYER Commission Number 733814 My Commission Expires

STATE OF Minnesola	_)
) LESSEE ACKNOWLEDGEMENT
COUNTY OF Hennepin	
On Tune 9 appeared Jeffrey Armou	, 20 <u>73</u> before me, <u>Susan Blixvud</u> , personally personally known to me (or proved to me on the basis of
	person whose name is subscribed to the within instrument and
St Magan - Pac Est Alltel Cor	she executed the same in his/her authorized capacity as poration d/b/a Verizon Wireless, and that by his/her signature on the
	pon behalf of which the person acted, executed the instrument
WITNESS my hand and offi	cial Notarial Seal, this 9th day of June, 2023. Alwan Bluckol Notary Public
My Commission Expires:	SUSAN BLIXRUD
1/31/25	Notary Public Minnesota My Commission Expires Jan 31, 2025

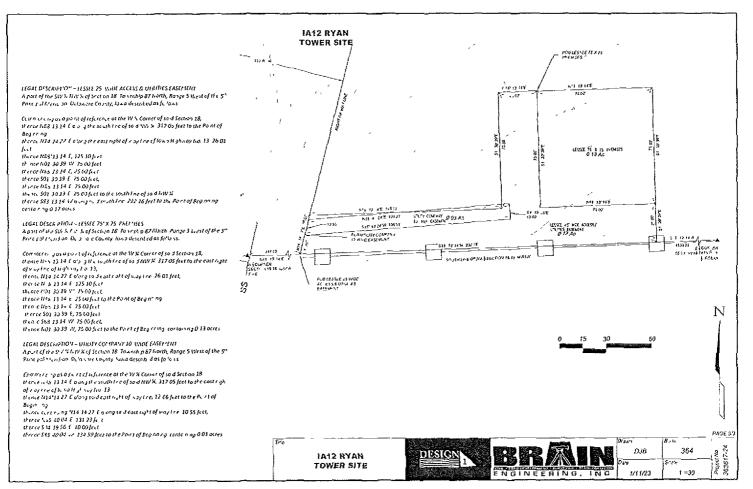
EXHIBIT A

DESCRIPTION OF PROPERTY

All that part of the Northwest Quarter (NW1/4) of Section Eighteen (18), Township Eighty Seven (87) North, Range Five (5), West of the Fifth P.M. lying South of the right of-way of the Cedar Rapids, and Chicago Railway Company except a tract of land described as commencing at the Northeast corner of said Northwest Quarter (NW1/4) and running thence South twenty six (26) rods, thence Northwesterly to a point on the North line of said Section 18 which is sixteen (16) rods West of the point of beginning, thence East sixteen (16) rods to the point of beginning, and except the North sixteen and thirty three one hundredths (16.33) chains of the East three and six hundred seventy five one thousandths (3.675) chains of the Northwest Quarter (NW1/4). of the Northwest Quarter (NW1/4) and except that part condemned by the Town of Ryan in Condemnation Proceedings recorded in Book K Misc, Pages 15-19, and except that part conveyed to the State of lowa by Warranty Deed recorded in Book 95 LD., Page 336, and also except Parcel J Part of The Southwest Quarter (SW1/4) of The Northwest Quarter (NW1/4), Section Eighteen (18), Township Eighty Seven North (187N), Range Five West (B5W) of the Eifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 2009, Page 727.

EXHIBIT B

(See attached Survey)



US THE SOLUTIONS SEE STATE USTAINS RESEARCH LARZ $R_{\rm per}$ successful states of states of the SS 22

All that price of the forthwest Guerrer (RW3/4) of Section Eighteen (18) to simble feeth see (RV) (Both Prope Time (8), West of the Fifth Price (18), Mest to the fifth Price (18) page 500 to of the 19th of way of the Cetal Rapids and Chrisp Rain as Company except a tract of fixed decrebed as commencing at the Guerrer of an Annator (18) and the Cetal RW3/1/4) and truming the case (18) of the Cetal Rw3/1/4 and truming the case (18) of the Cetal Rw3/1/4 and truming the case (18) of the Cetal Rw3/1/4 and truming the case (18) of the Cetal Rw3/1/4 and truming the case (18) of the Cetal Rw3/1/4 and truming the case (18) of the Cetal Rw3/1/4 and the Cetal Rw3 the Barth the of sail Section 18 shichs staten [16] rods What of the port of depaining the reclass staten [16] rods to the port of beginning the reclass staten [16] rods to the port of beginning and each time the state three and surbander of secting free one thank shall is \$1.675. Charles of the Bothwest Qualities (BW1/1) and to the Bothwest Qualities (BW1/1) and the shall is \$1.675. Charles of this part condemined by the result of Roman Conformation for each of section deline Book & \$1.50 may be \$1.50 may the North the of said Section 18 shigh is sistern (16) rods West of the

Supertrate stable and accordance to superior and the base of the above of the above and the above above and the above above above and the above above

Process and consent to a year differ some years over a life some teleprocess the consent of the

AOTES
THE LOCATE, OF ALL WILLIAMS, JEAND OF THE PLASES TAKEN
FROM PROBLEM TO THE CONSERVED FROM FLOORESMAND, SI THE
FRATECOMEDIATE AND THE CONSERVED FROM FLOORESMAND, SI THE
FRATE CONTROL AT THE CONTROL OF MEMORIA FROM THE
OUTEROOF TO ACTES IN A CONTROL OF ADDITIONAL FACILIES
ON FROM THE SECOND TO ACTES IN A CONTROL OF ADDITIONAL FACILIES
ON FROM THE SECOND TO ACTES IN A CONTROL OF A SECOND THE CONTROL OF TH

a rice by a crision of relief of the many register form, the control of the state for the register for the r

the saway

FIRE A L' COLL LOTAL IDEC ME TI EFF DE

The section of the se 200 400 €00 1/13/23

IA12 RYAN TOWER SITE

IA12 RYAN TOWER SITE

US TITLE SOLUTIO IS FILE LO FIAT IN USTRING Received INIZE, by the discovering tel Document 20, 2022, Salado silv

Dece (*O. 23-2022-512-0-19) 5-1 Find of Survey Delet February 11-2009 Recorded Lebruary 24-2009 in Book 2009-Popo 727 in Case and Great Proposed Pain et 75-75-1-6-58 percurses and cessore 25' (ide uncess/chir) easement and is shown on the surrey

5.2 Real Estate Continet bat year Thomas Earl Ruha Essla by Robert and Dais Kehrl Co Exculs sand Jayce C Sha er Diret September 17 1990 Receden O-tober 11 1980 in Book 108 Pcga 232 Plotes Please sile Affidavil in Support of Forenure of Roal Estate Contract in Book 15 Page 40 Hoffers, the Para Pacel 75 x 75 Lease Picini, os and Loscee 25 v. de acc)s=full ly assement and is blanket in natura

5.3 Centract beh een Fail Kehdi and Doos C Kel in his sufacio I kirati Stire Highway Commission Dated Pay 01 1974 Resourced Juna 07 1974 in Bock 95 Paga 293 Roles Planse was Release of Temperary Ensurer Lin Boar 100 Piga 216 Historic ect (Hect Hr. Pinent Parcel 75 x 75 (anna Promises and Lessee 25 sinte arcess/ut iv casen ent and is not shown on the survey 5.4 Application for Condemnation between The To an of Rean Jours and Earl Kerle and Coal Co'eman, as Executive of the Estata of C 3 Smith Deceased Da'ed December 21 1994 Reno US Hareti 23 1965 D Book K

Page 15 It dies not affort the Farint Paie of 75 x 75 Leano Pictures and Leanou 25 wide cccss/utity assement and is not shown on

PARFINT FAILL JOOTH STREET serrate in the ADAMS STPEET 'n GPN 330180000800 Š arribal er PARENT PARCEL (51) 85 82 Ac \mathbb{N} SURVEYORS NOTES SURVEYORS NOTES

OUTCOME SEAMMER ATTEODINIONALS
THERE WAS LO EMBELGE OF A MY CEPETRY OF BURNEY SITES OF
SULLOT FROM EMBLY
AT THE TWE OF SHIPMY THERE WAS LOCKED FOR FOR TOAL CAS, OR
AND THE THE OF SHIPMY THE WAS LOCKED FOR FOR THE OFFICE OF THE PARTY THE PA NOW PROVIDED NO 1 C 1510 M PLAND COURT NE CEDAY RAPON NO A 52167 319 251 3124 OFFER
GOJGLAS J CARROLLATO
AFIL A CARROLL Prine 7

DESIGN

DJB ENGINEERING, INC

364 1/11/23 1'-400 Makel No 363617 24

9517

