

BK: 2022 PG: 2043  
Recorded: 7/11/2022 at 11:35:58.0 AM  
Pages 8  
County Recording Fee: \$42.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$45.00  
Revenue Tax:  
LISA SMITH RECORDER  
Madison County, Iowa

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(Above 3" Space for Recorder's Use Only)

**Prepared By and Upon Recording Return to:**

Cloud 1 Services, LLC  
417 Pine Street  
Green Bay, WI 54301  
Attn: Jason Wied, Esq.  
920-940-0144

**MEMORANDUM OF LEASE**

This Memorandum of Lease ("Memorandum") evidences a Lease Agreement (the "Lease") between William C. Eggers and Kathleen A. Eggers, husband and wife, owners in common with Rights of Survivorship ("Landlord"), whose address is 1119 220th street, Winterset, IA 50273, and Cloud 1 Services, LLC, a Wisconsin limited liability company, whose mailing address is 417 Pine Street, Green Bay, WI 54301 ("Tenant"), dated 4/30/2020 (the "Effective Date"), for a portion (the "Premises") of the real property (the "Property") described in Exhibit A attached hereto.

Landlord hereby ratifies, restates and confirms the Lease and leases to Tenant the Premises, subject to the terms and conditions of the Lease. The Commencement Date of the Lease is April 30, 2022 (to be filled in at a later date). The Lease provides for the lease by Landlord to Tenant of the Premises for an initial term of five (5) years with seven (7) renewal option(s) of an additional five (5) years each, and further provides:

1. The Lease restricts Landlord's ability to utilize, or allow the utilization of the Property for the construction, operation and/or maintenance of communications towers and related facilities;
2. Tenant (and persons deriving rights by, through, or under Tenant) are the sole parties to market, use, or sublease any portion of the Property for communications or broadcast facilities during the term of the Lease (such restriction shall run with the land and be binding on the successors and assigns of Landlord);
3. The Premises may be used by Tenant for the erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment;

4. Tenant is entitled to sublease and/or sublicense the Premises, including any communications tower located thereon;

5. Landlord may assign the Lease only in its entirety and only to a purchaser of the fee interest of the Property; and

6. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of Landlord and Tenant and shall inure to the benefit of their respective heirs, successors, and assigns, subject to the provisions of the Lease.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES  
BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this MEMORANDUM OF LEASE as of the date last signed by a party hereto.

**LANDLORD:**

William C. Eggers and Kathleen A. Eggers, husband and wife, owners in common with Rights of Survivorship.

By: *William C. Eggers*

Name: William C. Eggers \_\_\_\_\_

Its: Landowner \_\_\_\_\_

Date: *April 28, 2020*

**LANDLORD:**

William C. Eggers and Kathleen A. Eggers, husband and wife, owners in common with Rights of Survivorship.

By: *Kathleen A. Eggers*

Name: Kathleen A. Eggers \_\_\_\_\_

Its: Landowner \_\_\_\_\_

Date: *April 28, 2020*

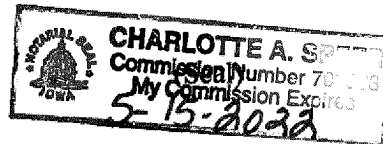
STATE OF Iowa )  
 ) ss.  
COUNTY OF Madison )

On April 28, 2020, before me, Charlotte Speer, personally appeared William C. Eggers, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Iowa that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Charlotte A. Speer



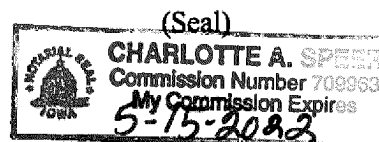
STATE OF Iowa )  
 ) ss.  
COUNTY OF Madison )

On April 28, 2020, before me, Charlotte Speer, personally appeared Kathleen A. Eggers, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Iowa that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.

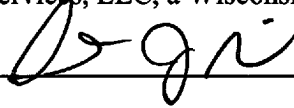
Signature Charlotte A. Speer



(Tenant's Signature Page to Memorandum of Lease)

**TENANT:**

Cloud 1 Services, LLC, a Wisconsin limited liability company

By: 

Name: Steven J. Schneider

Its: President/CEO

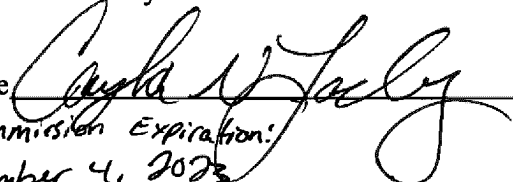
Date: 4/30/2020

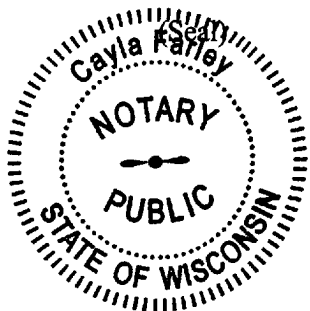
STATE OF Wisconsin )  
 ) ss.  
COUNTY OF Drown )

On April 30<sup>th</sup> 2020, before me, Cayla N Farley, personally appeared Steven J. Schneider, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Wisconsin that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature   
Commission Expiration: December 4, 2023



## Exhibit A

### 100' X 100' LEASE AREA DESCRIPTION

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 5TH P.M., TOWNSHIP OF JACKSON, MADISON COUNTY, IOWA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR LOCATING THE SOUTH QUARTER CORNER OF SAID SECTION 32; THENCE N0° 32' 52"E, 841.11 FEET ALONG THE EAST LINE OF THE SW1/4 OF SAID SECTION 32; THENCE N90° 00' 00"W, 320.08 FEET TO THE POINT OF BEGINNING; THENCE N12° 01' 59"W, 100.00 FEET; THENCE S77° 58' 01"W, 100.00 FEET; THENCE S12° 01' 59"E, 100.00 FEET; THENCE N77° 58' 01"E, 100.00 FEET TO THE POINT OF BEGINNING. SAID LEASE AREA CONTAINS 10,000 SQUARE FEET (0.23 ACRES) AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED.

### ACCESS & UTILITY EASEMENT DESCRIPTION

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 5TH P.M., TOWNSHIP OF JACKSON, MADISON COUNTY, IOWA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR LOCATING THE SOUTH QUARTER CORNER OF SAID SECTION 32; THENCE N0° 32' 52"E, 841.11 FEET ALONG THE EAST LINE OF THE SW1/4 OF SAID SECTION 32; THENCE N90° 00' 00"W, 320.08 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED LEASE AREA AND THE POINT OF BEGINNING; THENCE N12° 01' 59"W, 203.23 FEET; THENCE N30° 02' 54"E, 68.23 FEET; THENCE N49° 27' 58"E, 260.16 FEET TO THE WESTERLY PUBLIC RIGHT-OF-WAY OF BURR OAK AVENUE; THENCE S20° 23' 41"E, 100.00 FEET ALONG THE WESTERLY PUBLIC RIGHT-OF-WAY OF BURR OAK AVENUE; THENCE S65° 40' 36"W, 229.96 FEET; THENCE S30° 02' 54"W, 51.90 FEET; THENCE S12° 01' 59"E, 191.69 FEET; THENCE S77° 58' 01"W, 30.00 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED LEASE AREA AND THE POINT OF BEGINNING. SAID ACCESS & UTILITY EASEMENT CONTAINS 23,098.97 SQUARE FEET (0.53 ACRES), MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED.

### 10' WIDE UTILITY EASEMENT CENTERLINE DESCRIPTION

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 5TH P.M., TOWNSHIP OF JACKSON, MADISON COUNTY, IOWA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR LOCATING THE SOUTH QUARTER CORNER OF SAID SECTION 32; THENCE N0° 32' 52"E, 841.11 FEET ALONG THE EAST LINE OF THE SW1/4 OF SAID SECTION 32; THENCE N90° 00' 00"W, 320.08 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED LEASE AREA;

THENCE N12° 01' 59"W, 75.57 FEET ALONG THE EAST LINE OF THE AFOREMENTIONED LEASE AREA TO THE POINT OF BEGINNING; THENCE N72° 38' 15"E, 314.28 FEET TO THE WESTERLY PUBLIC RIGHT-OF-WAY OF BURR OAK AVENUE AND THE POINT OF TERMINATION. SAID UTILITY EASEMENT CENTERLINE CONTAINS 314.28 LINEAR FEET, MORE OR LESS, AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED. SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED TO BEGIN AT THE EAST LINE OF THE AFOREMENTIONED LEASE AREA AND TERMINATE AT THE WESTERLY PUBLIC RIGHT-OF-WAY OF BURR OAK AVENUE.

#### 30' WIDE ACCESS & GUY EASEMENT #1 CENTERLINE DESCRIPTION

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 5TH P.M., TOWNSHIP OF JACKSON, MADISON COUNTY, IOWA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR LOCATING THE SOUTH QUARTER CORNER OF SAID SECTION 32; THENCE N0° 32' 52"E, 841.11 FEET ALONG THE EAST LINE OF THE SW1/4 OF SAID SECTION 32; THENCE N90° 00' 00"W, 320.08 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED LEASE AREA; THENCE N12° 01' 59"W, 49.42 FEET ALONG THE EAST LINE OF THE AFOREMENTIONED LEASE AREA TO THE POINT OF BEGINNING; THENCE N77° 45' 09"E, 174.54 FEET TO THE POINT OF TERMINATION. SAID ACCESS & GUY EASEMENT #1 CENTERLINE CONTAINS 174.54 LINEAR FEET AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED. SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED TO BEGIN AT THE EAST LINE OF THE AFOREMENTIONED LEASE AREA.

#### 30' WIDE ACCESS & GUY EASEMENT #2 CENTERLINE DESCRIPTION

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 5TH P.M., TOWNSHIP OF JACKSON, MADISON COUNTY, IOWA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR LOCATING THE SOUTH QUARTER CORNER OF SAID SECTION 32; THENCE N0° 32' 52"E, 841.11 FEET ALONG THE EAST LINE OF THE SW1/4 OF SAID SECTION 32; THENCE N90° 00' 00"W, 320.08 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED LEASE AREA; THENCE N12° 01' 59"W, 100.00 FEET ALONG THE EAST LINE OF THE AFOREMENTIONED LEASE AREA TO THE NORTHEAST CORNER OF THE AFOREMENTIONED LEASE AREA; THENCE S77° 58' 01"W, 54.97 FEET ALONG THE NORTH LINE OF THE AFOREMENTIONED LEASE AREA TO THE POINT OF BEGINNING; THENCE N42° 14' 51"W, 141.36 FEET TO THE POINT OF TERMINATION. SAID ACCESS & GUY EASEMENT #2 CENTERLINE CONTAINS 141.36 LINEAR FEET AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED. SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED TO BEGIN AT THE NORTH LINE OF THE AFOREMENTIONED LEASE AREA.

30' WIDE ACCESS & GUY EASEMENT #3 CENTERLINE DESCRIPTION

A PORTION OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP SEVENTY-SIX (76) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 5TH P.M., TOWNSHIP OF JACKSON, MADISON COUNTY, IOWA AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 5/8" REBAR LOCATING THE SOUTH QUARTER CORNER OF SAID SECTION 32; THENCE N0° 32' 52"E, 841.11 FEET ALONG THE EAST LINE OF THE SW1/4 OF SAID SECTION 32; THENCE N90° 00' 00"W, 320.08 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED LEASE AREA; THENCE S77° 58' 01"W, 53.69 FEET ALONG THE SOUTH LINE OF THE AFOREMENTIONED LEASE AREA TO THE POINT OF BEGINNING; THENCE S17° 45' 09"W, 143.17 FEET TO THE POINT OF TERMINATION. SAID ACCESS & GUY EASEMENT #3 CENTERLINE CONTAINS 143.17 LINEAR FEET AND IS SUBJECT TO ANY AND ALL EASEMENTS OR AGREEMENTS, RECORDED OR UNRECORDED. SIDELINES OF SAID EASEMENT SHALL BE LENGTHENED OR SHORTENED TO BEGIN AT THE SOUTH LINE OF THE AFOREMENTIONED LEASE AREA.