

BK: 2022 PG: 2234
Recorded: 7/28/2022 at 11:28:54.0 AM
Pages 5
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

DRAFTED BY
AND RETURN TO:
Moss & Barnett (AAD)
150 South Fifth Street, Suite 1200
Minneapolis, MN 55402
(Site Name: IA07 East Peru)
(Prepared by Donna M. Reinarz, Telephone No. (612) 877-5336)
Parcel Id. No. 700150246010000
Legal Description on Page 5

(Space above this line for Recorder's use.)

MEMORANDUM OF LAND LEASE AGREEMENT

THIS MEMORANDUM OF LAND LEASE AGREEMENT is made this 13th day of July, ~~2022~~ between Paul J. Hollingsworth and Catherine K. Hollingsworth, trustees of the Hollingsworth Family Living Trust dated April 3, 2020, with a mailing address of 2570 Millstream Avenue, Winterset, Iowa 50273, hereinafter referred to as LESSOR, and RSA 7 Limited Partnership d/b/a Verizon Wireless, with its address for notice located at 180 Washington Valley Road, Bedminster, New Jersey 07920, hereinafter referred to as 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 July 13, ~~2022~~, for an initial term of five (5) years, commencing on the Commencement Date. The "Commencement Date" shall be the earlier of: (i) the first day of the month after LESSEE begins installation of LESSEE's communications equipment; or (ii) the first day of the month following the first anniversary of the Effective Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term.

2. Pursuant to the Agreement, LESSOR granted to LESSEE the right to install, maintain and operate communications equipment (the "Use") upon the Premises (as described in the Agreement), which are a part of that real property owned, leased or controlled by LESSOR in the County of Madison, State of Iowa (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof.

LESSEE also has a 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 right-of-way ("Easement") on the Property. 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 must 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. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in the Agreement).

3. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, extend to and are binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

Signatures on following page

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

LESSOR:

Paul J. Hollingsworth
Paul J. Hollingsworth, as trustee of the
Hollingsworth Family Living Trust dated April 3,
2020

Date: May 18 2022

Catherine K. Hollingsworth
Catherine K. Hollingsworth, as trustee of the
Hollingsworth Family Living Trust dated April 3,
2020

Date: May 18, 2022

LESSEE:

RSA 7 Limited Partnership
d/b/a Verizon Wireless
By: Cellco Partnership
Its: General Partner

By: [Signature]
Name: Jonathan Fowler
Its: Director

Date: 7/13/22

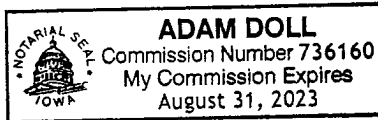
Acknowledgments on following page

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ACKNOWLEDGMENTS
LESSOR ACKNOWLEDGMENT

STATE OF IOWA)
) ss.
COUNTY OF Dallas)

On this 18th day of May in the year 2022 before me personally appeared Paul J. Hollingsworth and Catherine K. Hollingsworth, as trustees of the Hollingsworth Family Living Trust dated April 3, 2020, known to me (or proved to me on the oath of _____) to be the persons who are described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.



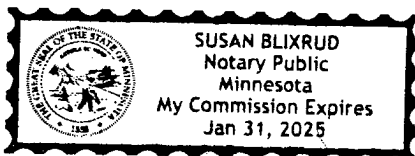
A Doll
Signature
Title: Attorney

LESSEE ACKNOWLEDGMENT

STATE OF Minnesota)
) ss.
COUNTY OF Hennepin)

On this 13th day of July, 2022, before me, the undersigned, a Notary Public in and for the State of Minnesota, duly commissioned and sworn, personally appeared Jonathan Fowler, to me known to be the Director of Cellco Partnership, the General Partner of RSA 7 Limited Partnership d/b/a Verizon Wireless, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of RSA 7 Limited Partnership d/b/a Verizon Wireless, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Susan Blixrud
Print or Type Name: Susan Blixrud
Notary Public in and for the State of Minnesota
My appointment expires: 1/31/25

Exhibit "A"

Legal Description

The South Half (1/2) of the Northwest Quarter (1/4) of Section Two (2), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa. (EXCEPT that tract of land located therein, as shown in Plat of Survey filed in Farm Plat Book 2, Page 26 on March 13, 1986, in the Office of the Recorder of Madison County, Iowa)

Madison County, Iowa