

BK: 2023 PG: 1532
Recorded: 7/6/2023 at 9:30:21.0 AM
Pages 6
County Recording Fee: \$32.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$35.00
Revenue Tax:
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

Prepared by and return to:
USCOC of Greater Iowa, LLC
Attention: Real Estate Legal
8410 W. Bryn Mawr Ave.
Chicago, IL 60631
Drafted By: Donald Dicke (773) 864-3150

Site Name: Winterset Central
Site Number: 438336
County: Madison
State: Iowa
Site Address: 1146 West Summit Rd
Property Tax Number: 560110140011000

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into by and between Madison County Livestock and Fair Association, whose address is 1150 West Summit Rd, Winterset, Iowa 50273, hereinafter referred to as "Landlord", and USCOC of Greater Iowa, LLC, a Delaware limited liability company, whose address is Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois, 60631, hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, by the terms of a certain Ground Lease dated December 14, 2005 and the First Amendment to Ground Lease dated May 17, 2023 (collectively, "the Lease"), the Landlord granted to Tenant certain property and agreed to grant Tenant certain easements, all being more particularly bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof (the "Premises") upon the terms and conditions set forth in the Lease; and

WHEREAS, the Landlord and the Tenant desire to execute this Memorandum of Lease to evidence said Lease and certain of the terms therein for the purpose of placing the same of record in the aforementioned Clerk's Office.

NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord does hereby granted Tenant to lease of Premises and obtain certain easements upon the terms and conditions of the Lease which is incorporated herein by specific reference, and do agree as follows:

1. The Lease commenced on December 14, 2005 and has run for an initial lease term of five (5) years. The Lease provides for five (5) successive five (5) year renewal terms upon the terms and conditions more particularly as set forth in the Lease.

2. Upon Lease Commencement, the Landlord also makes certain grants of easement for access and utilities, as more particularly described on the attached Exhibit A, which easements are in effect throughout the term of the Lease as renewed or extended, subject to terms and conditions as set forth in the Lease.

3. This Memorandum of Lease is subject to all the terms and provisions of the Lease which is incorporated herein and made part hereof by reference as if all the provisions thereof were copied in full herein. Any conflict between the provisions of the Memorandum of Lease will be resolved in favor of the Lease.

IN WITNESS WHEREOF, the Landlord and Tenant hereto have caused this Memorandum of Lease to be executed by their duly authorized officers as of the date of full execution.

LANDLORD: Madison County Livestock
and Fair Association

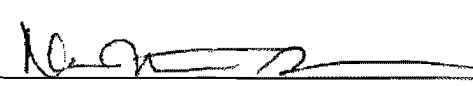
By: 

Printed: Jeffrey R. Henke

Title: President

Date: 4/11/23

TENANT: USCOC of Greater Iowa, LLC

By: 

Printed: Narothum Saxena

Title: Vice President

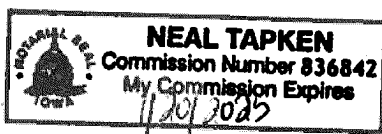
Date: 5-17-2023

[NOTARY PAGE TO FOLLOW]

STATE OF IOWA)
)
COUNTY OF MADISON)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Jeffrey R. Honkamp, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to their authority, signed the said Memorandum as their free and voluntary act, for the uses and purposes therein stated.

Given under my hand and seal this 4 day of May, 2023



Neal Tapken
Notary Public
My commission expires 1/20/2025

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Narothum Savana, Vice President for USCOC of Greater Iowa, LLC, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Memorandum as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this 17th day of May, 2023



Ellen M Groh
Notary Public
My commission expires 1/22/2023

EXHIBIT A-1

PARENT PARCEL: (PER MADISON COUNTY GIS)

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST FRACTIONAL QUARTER (1/4) OF SECTION ONE (1), IN TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, THENCE EAST 1,055 FEET, THENCE SOUTH 151 FEET, THENCE WEST 60 FEET, THENCE SOUTH 287 FEET, THENCE WEST 995 FEET, THENCE NORTH 438 FEET TO THE POINT OF BEGINNING, CONTAINING 10.2128 ACRES, MORE OR LESS.

ALSO:

COMMENCING AT A POINT 17.77 RODS SOUTH OF THE CENTER LINE OF HIGHWAY NO. 92 AND 24 RODS WEST OF THE EAST LINE OF THE WEST 6.51 ACRES OF THE NORTHEAST FRACTIONAL QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION ONE (1) IN TOWNSHIP SEVENTY-FIVE (75) NORTH OF RANGE TWENTY EIGHT (28) WEST OF THE 5TH P.M., RUNNING THENCE WEST TO A POINT 188.5 FEET EAST OF THE WEST LINE OF THE EAST 21.12 ACRES OF THE NORTHWEST FRACTIONAL QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION ONE (1), THENCE NORTH TO SAID CENTER LINE OF HIGHWAY NO. 92, THENCE EAST TO A POINT DUE NORTH OF THE PLACE OF BEGINNING, THENCE SOUTH TO THE PLACE OF BEGINNING.

ALSO:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 21.12 ACRES OF THE NORTHWEST FRACTIONAL QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION ONE (1) IN TOWNSHIP SEVENTY-FIVE (75) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P. M., MADISON COUNTY, IOWA, AND AT A POINT ON THE CENTERLINE OF HIGHWAY NO. 92, RUNNING THENCE SOUTH 17.77 RODS, THENCE EAST 9 RODS, THENCE NORTH 17.77 RODS, THENCE WEST 9 RODS TO THE PLACE OF BEGINNING.

ALSO:

COMMENCING AT A POINT ON THE EAST LINE OF THE WEST 6.51 ACRES OF THE NORTHEAST FRACTIONAL QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION ONE (1) IN TOWNSHIP SEVENTY-FIVE (75) NORTH, OF RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P. M., 26.65 RODS SOUTH OF THE CENTER LINE OF HIGHWAY NO. 92, RUNNING THENCE WEST NINE (9) RODS, THENCE NORTH 10.65 RODS, THENCE WEST FIFTEEN (15) RODS, THENCE SOUTH 1.77 RODS, THENCE WEST TO A POINT 25.845 RODS EAST OF THE WEST LINE OF THE EAST 21.12 ACRES OF THE NORTHWEST FRACTIONAL QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION ONE (1), THENCE SOUTH TO THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4), THENCE EAST TO THE SOUTHEAST CORNER OF SAID 6.51-ACRE TRACT, THENCE NORTH TO THE PLACE OF BEGINNING.

ALSO:

COMMENCING AT A POINT 9 RODS EAST OF THE NORTHWEST CORNER OF THE EAST 21.12 ACRES OF THE NORTHWEST FRACTIONAL QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SECTION ONE (1), IN TOWNSHIP SEVENTY-FIVE (75) NORTH, OF RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., AND AT A POINT ON THE CENTER LINE OF HIGHWAY NO. 92, THENCE SOUTH 17.77 RODS, THENCE WEST 9 RODS TO THE WEST LINE OF SAID 21.12 ACRE TRACT, THENCE SOUTH ON THE WEST LINE OF SAID 21.12 ACRE TRACT TO THE SOUTHWEST CORNER THEREOF, THENCE EAST ON THE SOUTH LINE OF SAID 21.12 ACRE TRACT 25.845 RODS, THENCE NORTH TO A POINT 17.77 RODS SOUTH OF SAID

EXHIBIT A-1 (continued)

CENTER LINE OF HIGHWAY NO. 92, THENCE WEST TO A POINT 188.5 FEET EAST OF THE WEST LINE OF SAID 21.12 ACRE TRACT, THENCE NORTH 17.77 RODS TO SAID CENTER LINE OF HIGHWAY NO. 92, THENCE WEST 40 FEET TO THE PLACE OF BEGINNING.

USCC LEASEHOLD AREA: (AS SURVEYED)

A PART OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 75 NORTH, RANGE 28 WEST OF THE 5TH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF THE SAID NORTHWEST 1/4; THENCE SOUTH 89°14'17" EAST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 1,088.45 FEET; THENCE CONTINUING SOUTH 89°14'17" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 00°40'03" WEST A DISTANCE OF 256.88 FEET; THENCE SOUTH 13°32'04" EAST A DISTANCE OF 44.54 FEET; THENCE SOUTH 01°38'54" WEST A DISTANCE OF 115.75 FEET; THENCE SOUTH 10°23'05" WEST A DISTANCE OF 156.45 FEET; THENCE SOUTH 00°42'00" WEST A DISTANCE OF 127.88 FEET; THENCE SOUTH 00°45'05" WEST A DISTANCE OF 134.81 FEET; THENCE SOUTH 09°48'45" WEST A DISTANCE OF 31.07 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 32.46 FEET; THENCE SOUTH 89°29'50" EAST A DISTANCE OF 318.98 FEET; THENCE SOUTH 88°47'13" EAST A DISTANCE OF 75.19 FEET; THENCE SOUTH 01°12'47" WEST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°12'47" WEST A DISTANCE OF 75.00 FEET; THENCE NORTH 88°47'13" WEST A DISTANCE OF 75.00 FEET; THENCE NORTH 01°12'47" EAST A DISTANCE OF 75.00 FEET; THENCE SOUTH 88°47'13" EAST A DISTANCE OF 75.00 FEET CONTAINING 5,625.00 SQUARE FEET OR 0.13 ACRES

USCC 30' ACCESS EASEMENT: (AS SURVEYED)

A 30' WIDE EASEMENT OVER/UNDER AND ACROSS THAT PART OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 75 NORTH, RANGE 28 WEST OF THE 5TH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF THE SAID NORTHWEST 1/4; THENCE SOUTH 89°14'17" EAST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 1,088.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°14'17" EAST A DISTANCE OF 30.00 FEET; THENCE SOUTH 00°40'03" WEST A DISTANCE OF 256.88 FEET; THENCE SOUTH 13°32'04" EAST A DISTANCE OF 44.54 FEET; THENCE SOUTH 01°38'54" WEST A DISTANCE OF 115.75 FEET; THENCE SOUTH 10°23'05" WEST A DISTANCE OF 156.45 FEET; THENCE SOUTH 00°42'00" WEST A DISTANCE OF 127.88 FEET; THENCE SOUTH 00°45'05" WEST A DISTANCE OF 134.81 FEET; THENCE SOUTH 09°48'45" WEST A DISTANCE OF 31.07 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 32.46 FEET; THENCE SOUTH 89°29'50" EAST A DISTANCE OF 318.98 FEET; THENCE SOUTH 88°47'13" EAST A DISTANCE OF 75.19 FEET; THENCE SOUTH 01°12'47" WEST A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF THE USCC LEASE AREA; THENCE NORTH 88°47'13" WEST ALONG THE NORTH LINE OF SAID LEASE A DISTANCE OF 75.00 FEET TO THE NORTHWEST CORNER OF SAID LEASE; THENCE NORTH 89°29'50" WEST A DISTANCE OF 348.53 FEET; THENCE NORTH 00°00'00" EAST A DISTANCE OF 64.78 FEET; THENCE NORTH 09°48'45" EAST A DISTANCE OF 31.27 FEET; THENCE NORTH 00°45'05" EAST A DISTANCE OF 132.43 FEET; THENCE NORTH 00°42'00" WEST A DISTANCE OF 130.38 FEET; THENCE NORTH 10°19'24" EAST A DISTANCE OF 157.79 FEET; THENCE NORTH 01°38'54" EAST A DISTANCE OF 108.37 FEET; THENCE NORTH 13°32'04" WEST A DISTANCE OF 44.28 FEET; THENCE NORTH 00°40'03" EAST A DISTANCE OF 260.67 FEET TO THE SAID NORTH SECTION LINE AND THE POINT OF BEGINNING. CONTAINING 39,725.67 SQUARE FEET OR 0.22 ACRES.

EXHIBIT A-1 (continued)

USCC 10' UTILITY EASEMENT: (AS SURVEYED)

A 10 FOOT WIDE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 75 NORTH, RANGE 28 WEST OF THE 5TH PRINCIPAL MERIDIAN, MADISON COUNTY, IOWA, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF THE SAID NORTHWEST 1/4; THENCE SOUTH 89°14'17" EAST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 1,115.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°14'17" EAST A DISTANCE OF 10.00 FEET TO THE NORTHEAST PROPERTY CORNER; THENCE SOUTH 00°46'10" WEST ALONG THE EASTERLY LINE OF SAID PROPERTY A DISTANCE OF 265.36 FEET; THENCE LEAVING SAID PROPERTY LINE SOUTH 86°37'06" EAST A DISTANCE OF 236.86 FEET; THENCE SOUTH 00°37'46" EAST A DISTANCE OF 85.54 FEET; THENCE SOUTH 02°03'55" WEST A DISTANCE OF 75.82 FEET; THENCE SOUTH 43°14'37" EAST A DISTANCE OF 13.02 FEET; THENCE NORTH 87°21'12" EAST A DISTANCE OF 57.12 FEET; THENCE SOUTH 89°45'52" EAST A DISTANCE OF 79.61 FEET; THENCE SOUTH 11°00'14" EAST A DISTANCE OF 27.31 FEET; THENCE SOUTH 01°24'50" EAST A DISTANCE OF 46.75 FEET; THENCE SOUTH 00°23'13" WEST A DISTANCE OF 217.61 FEET; THENCE SOUTH 02°16'19" WEST A DISTANCE OF 143.76 FEET; THENCE SOUTH 05°42'57" WEST A DISTANCE OF 52.92 FEET; THENCE SOUTH 88°46'02" WEST A DISTANCE OF 16.85 FEET TO THE EASTERLY USCC LEASE LINE ; THENCE NORTH 01°12'47" EAST ALONG SAID EASTERLY LEASE LINE A DISTANCE OF 10.01 FEET; THENCE NORTH 88°46'02" EAST A DISTANCE OF 7.56 FEET; THENCE NORTH 05°42'57" EAST A DISTANCE OF 43.76 FEET; THENCE NORTH 02°16'19" EAST A DISTANCE OF 143.29 FEET; THENCE NORTH 00°23'13" EAST A DISTANCE OF 217.29 FEET; THENCE NORTH 01°24'50" WEST A DISTANCE OF 45.76 FEET; THENCE NORTH 11°00'14" WEST A DISTANCE OF 18.26 FEET; THENCE NORTH 89°45'52" WEST A DISTANCE OF 71.15 FEET; THENCE SOUTH 87°21'12" WEST A DISTANCE OF 61.47 FEET; THENCE NORTH 43°14'37" WEST A DISTANCE OF 21.79 FEET; THENCE NORTH 02°03'55" EAST A DISTANCE OF 79.76 FEET; THENCE NORTH 00°37'46" WEST A DISTANCE OF 75.99 FEET; THENCE NORTH 86°37'06" WEST A DISTANCE OF 237.09 FEET; THENCE NORTH 00°46'10" EAST A DISTANCE OF 274.92 FEET TO THE POINT OF BEGINNING. CONTAINING 13,082.97 SQUARE FEET OR 0.30 ACRES.