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BRANDY MACUMBER, COUNTY RECORDER  
MADISON COUNTY IOWA

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## **ADDENDUM TO LEASE - BUSINESS PROPERTY**

THE IOWA STATE BAR ASSOCIATION

Official Form No. 165

**Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)

Jane E. Rosien, 114 E. Jefferson Street, P.O. Box 67, Winterset, IA 50273-0067, Phone:  
(515) 462-4912

**Taxpayer Information:** (name and complete address)

City of Winterset, Iowa  
c/o Winterset City Hall  
124 W. Court Avenue  
Winterset, Iowa 50273

**Return Document To:** (name and complete address)

Jane E. Rosien, 114 E. Jefferson Street, P.O. Box 67, Winterset, IA 50273-0067

**Lessors:**

City of Winterset, Iowa

**Leasee:**

The Drift, LLC

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:**

Book 2021, Page 1129

## ADDENDUM TO LEASE - BUSINESS PROPERTY

This Addendum to Lease - Business Property is made and entered into this 18 day of June, 2025, by and between the City of Winterset, Iowa ("Landlord"), whose address, for the purpose of this lease, is 124 W. Court Avenue, Winterset, Iowa 50273, and The Drift, LLC ("Tenant"), whose address, for the purpose of this lease, is 1582 North River Trail, Winterset, Iowa 50273, as an Addendum to that Lease - Business Property executed by the parties on March 16, 2021, and recorded in the Madison County Recorder's Office on March 19, 2021 in Book 2021 at Page 1129.

The parties agree as follows:

1. **PREMISES AND TERM.** Landlord leases to Tenant the following real estate, situated in Madison County, Iowa:

The South 12½ feet of the West Thirty-Six (36) feet of the public alley lying south of Lot 2 and north of Lot 7, all in Block 18 of the Original Town, City of Winterset, Madison County, Iowa,

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 3rd day of June 2025, and ending on the 31st day of March, 2026, upon the condition that Tenant performs as provided in this lease.

2. **RENT.** Tenant agrees to pay Landlord as rent for the above-described premises the sum of \$600.00 for the full rental period prescribed in this agreement, in advance, commencing the 3rd day of June 2025, and for the term of any extensions of the lease addendum.

3. **USE AND NEW IMPROVEMENTS.** Notwithstanding the terms and provisions of that Lease executed by the parties on March 16, 2021, and recorded in the Madison County Recorder's Office on March 19, 2021 in Book 2021 at Page 1129, Tenant shall not erect any type of fence or other form of barrier on the premises leased to it in accordance with this Addendum.

4. **EASEMENT.** Tenant is granted an easement over, across and through the remaining North 3½ feet (m/l) of the West Thirty-Six (36) feet of the public alley lying south of Lot 2 and north of Lot 7, all in Block 18 in the Original Town, City of Winterset, Madison County, Iowa, which is **not** part of the premises leased in accordance with this Addendum, for ingress and egress such as is reasonably necessary for the use and enjoyment of the leased premises. The rights granted to Tenant in this provision shall extend to the Tenant's agent(s), designee(s) or others acting on its behalf. Tenant's exercise of the easement rights granted herein shall not interfere in any way or at any time with access and use of the easement area by pedestrian foot traffic. Tenant shall provide all reasonably necessary snow removal and weed control for the easement area.

5. **ALLEY CLOSURE.** Landlord shall take any and all action necessary to close the West Thirty-six (36) feet of the public alley lying south of Lot 2 and north of Lot 7 in Block 18 of the Original Town of the City of Winterset to all traffic **except** pedestrian foot traffic. Landlord, at its expense, shall cause signage to be erected accordingly; and Landlord, at its expense, shall demarcate the boundary line between the leased premises and the retained premises. Tenant, at its expense, shall install appropriate safety posts or bollards at the east and west boundaries of the leased premises.

6. **LEASE EXTENSIONS.** The term of any extensions of this lease addendum shall be for one year periods commencing April 1 and ending March 31.

7. **ADDITIONAL PROVISIONS.** Except as is specifically modified by the terms and provisions of this Addendum as set forth hereinbefore, all terms and provisions of that Lease executed by the parties on March 16, 2021, and recorded in the Madison County Recorder's Office on March 19, 2021, in Book 2021 at Page 1129, are ratified and affirmed and incorporated herein by such reference thereto.

Executed in duplicate or triplicate.

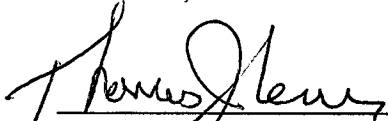
Dated at Winterset, Iowa on this 3rd day of June, 2025.

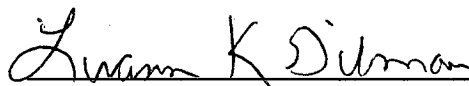
LANDLORD:


TENANT:

City of Winterset, Iowa  
124 W. Court Avenue  
Winterset, IA 50273

The Drift, LLC  
1582 North River Trail  
Winterset, IA 50273

  
\_\_\_\_\_  
Thomas J. Leners, Mayor

  
\_\_\_\_\_  
Luann K. Gilman, Manager

  
\_\_\_\_\_  
Andrew J. Barden, City Administrator