

DRAFTED BY  
AND RETURN TO:  
Moss & Barnett (AAD)  
150 South Fifth Street, Suite 1200  
Minneapolis, MN 55402  
(Site Name: **IA07 Earlham SMACRO**)  
(Prepared by Cheryl S. Sheldon, Telephone No. (612) 877-5392)  
Parcel Id. No. 850002500062100  
Legal Description on Page 5

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### MEMORANDUM OF LAND LEASE AGREEMENT

THIS MEMORANDUM OF LAND LEASE AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between City of Earlham, Iowa, with its principal offices located at 140 S. Chestnut Ave, Earlham, IA 50072, 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 \_\_\_\_\_, 20\_\_, for an initial term of five (5) years, commencing on the Commencement Date. The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment. The term of 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 by LESSOR near Northeast 6<sup>th</sup> Street, in the City of

Earlham, 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 20 foot right-of-way ("Easement"). 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.

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:**

City of Earlham, Iowa

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Clerk

Date: \_\_\_\_\_

**LESSEE:**

RSA 7 Limited Partnership

d/b/a Verizon Wireless

By: Cellco Partnership

Its: General Partner

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

Acknowledgments on following page

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**ACKNOWLEDGMENTS**  
**LESSOR ACKNOWLEDGMENT**

STATE OF IOWA                    )  
  ) ss.  
COUNTY OF MADISON         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_ a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Earlham, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No. \_\_\_\_\_ of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

**LESSEE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ 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.

\_\_\_\_\_  
Print or Type Name: \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

## Exhibit "A"

### Legal Description

Tract No. 1: The East 1000 feet of the North 850 feet of the South 1550 feet of the West Half (1/2) of the Northeast Quarter (1/4) of Section Six (6), Township Seventy-seven (77), North of Range Twenty-eight (28) West of the 5th P.M., containing 19.51 acres, more or less, all now being in and forming a part of Madison County, Iowa;

Tract No. 2: The East 50 feet of the South 700 feet of the West Half (1/2) of the Northeast Quarter (1/4) of Section Six (6), Township Seventy-seven (77) North of Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa;

Tract No. 3: Parcel "B" being a part of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  and a part of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  all being in Section 6, Township 77 North, Range 28 West of the 5TH P.M., Madison County, Iowa and described as follows: Commencing at the center of the section of said Section 6; thence South 89°40'36" East along the South line of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 6, 1320.27 feet to the Southwest Corner of said Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ; thence North 00° 08'03" East along the West line of said Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , 700.01 feet to the point of beginning; thence continuing North 00°08'03" East along said West line, 673.14 feet; thence South 82°46'56" East, 39.06 feet; thence South 41°59'15" East, 77.85 feet; thence South 59°40'16" East, 198.70 feet; thence North 80°02'45" East, 98.81 feet; thence South 00°08'03" West, 529.14 feet; thence North 89°40'36" West, 360.00 feet to the point of beginning and containing 4.74 acres (206,401 S.F.) more or less.

Madison County, Iowa