
SPACE ABOVE RESERVED FOR RECORDER

Prepared by and after recording return to:

Yvette Cooley
Grain Management, LLC
100 N. Washington Blvd. #201
Sarasota FL 34236
(941) 373-1665

Grain Site ID: 2055-IA-0078

County: Muscatine
Tax Parcel ID: being a portion of 1303201001

AMENDMENT 2 TO SITE LEASE WITH OPTION AND TO MEMORANDUM OF LEASE

This Amendment 2 to Site Lease with Option and to Memorandum of Lease (the "Agreement") is entered into as of the later of the signature dates below, by and between The City of Muscatine, and GrainComm III, LLC, a Delaware limited liability company, as Tenant.

BACKGROUND

WHEREAS, Landlord and Tenant are the current parties under that certain Site Lease with Option, originally by and between The City of Muscatine and Iowa Wireless Services, recorded at File No. 1998-9226, as amended by that certain First Amendment to Site Lease With Option, recorded at File No. 2014-03067, and assigned by Assignment and Assumption of Ground Lease dated November 1, 2012, recorded at File No. E12-01214, and assigned further by Assignment and Assumption of Ground Lease dated May 11, 2016, recorded at File No. 2016-04301, all recordings in the Office of the Recorder of Muscatine County, Iowa (hereinafter collectively the "Lease"); and

WHEREAS, such Lease pertains to land and improvements thereon, the location of

which is more particularly described in the Lease (the "Premises"); and

WHEREAS, Landlord and Tenant desire to ratify and confirm Tenant's interest in the Lease, to modify the Lease to correct the legal description of the Access/Utility Easement, and to provide record notice of this Agreement, together with certain other provisions of the Lease, by the recording of this Agreement in the public records.

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant hereby agree as follows:

1. The Background recitals hereinabove are true and correct and are incorporated herein by this reference.
2. Landlord hereby acknowledges, ratifies, and confirms Tenant's interest in and to the Lease.
3. Landlord and Tenant certify that the Lease is in full force and effect, and that as of the date hereof, there are no current defaults or breaches under the Lease by Tenant and/or Landlord. Further, Tenant and Landlord are not aware of any events which have occurred which, with the passage of time or service of notice, or both, would constitute a default under the Lease and that Tenant and Landlord have full right to execute and deliver this instrument.
4. The terms and provisions of the Lease are hereby restated and incorporated herein by this reference, amended only as more particularly described hereafter.
5. The legal description of the Lease is hereby amended to include only such property as is identified in Exhibit "A" attached hereto and incorporated herein by this reference (for all purposes herein, the Exhibit "A" property shall now be considered the "Premises"), together with non-exclusive easements for ingress, egress, and overhead and underground utilities over, under and across the easement(s) described in Exhibit "B" property attached hereto and incorporated herein by this reference (for all purposes herein, the Exhibit "B" property shall now be considered the "Access and Utility Easements").
6. The parties consent to the recording of this Agreement in the public records of the county in which the Premises is situated, and agree that this Agreement shall be executed in recordable form.
7. Except as modified herein, all of the terms, covenants and conditions of the Lease are hereby ratified and confirmed, and shall be and remain in full force and effect.

8. Capitalized terms used but not defined herein shall have the meaning assigned to them in the Easement Agreement.
9. This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

LANDLORD:
The City of Muscatine

By: _____

Name: _____

Its: _____

Date: _____

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 20__, by within in my jurisdiction, the within named _____ who acknowledged that (he) (she) is _____ of The City of Muscatine and that for and on behalf of the said City, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said City so to do. (He) (She) personally known to me or has/have produced _____ (type of identification) as identification.

NOTARIAL SEAL

Name: _____
Notary – State of _____
My Commission Expires: _____

TENANT:
GrainComm III, LLC,
a Delaware limited liability
company

By: _____
Name: _____
Its: _____

Date: _____

STATE OF Florida
COUNTY OF Sarasota

Personally appeared before me, the undersigned authority in and for the said county and state, on this ____ day of _____, 20____, by within in my jurisdiction, the within named _____ who acknowledged that (he) (she) is _____ of GrainComm III, LLC, a Delaware limited liability company, and that for and on behalf of the said company, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said company so to do. (He) (She) personally known to me or has/have produced _____ (type of identification) as identification.

NOTARIAL SEAL

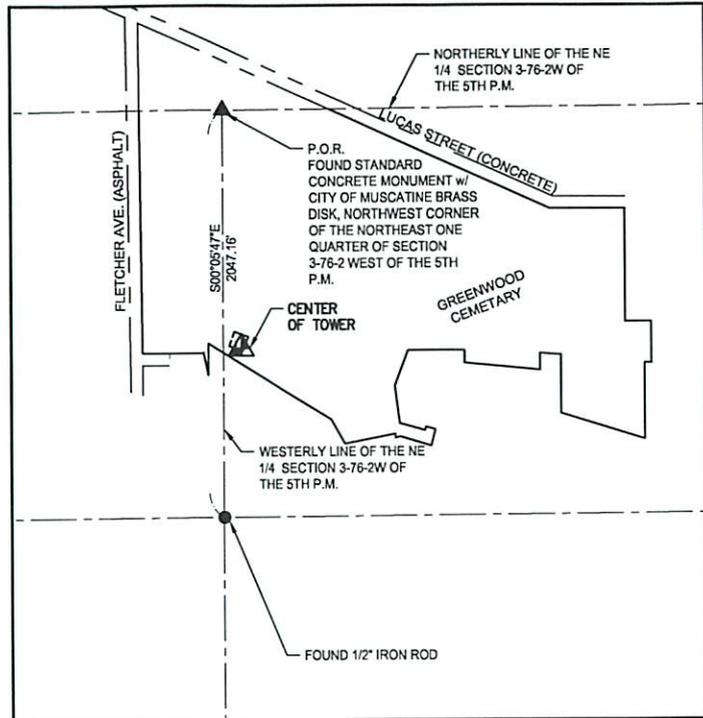
Name: _____
Notary – State of _____
My Commission Expires: _____

EXHIBIT "A"
PREMISES - Legal Description

PART OF THE NORTH ONE HALF SECTION 3, TOWNSHIP 76 NORTH, RANGE 2 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MUSCATINE COUNTY, IOWA, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER OF THE SAID NORTHEAST ONE QUARTER OF SECTION 3; THENCE SOUTH 00° 05' 47" EAST 1,169.02 FEET ALONG THE WESTERLY LINE OF THE SAID NORTHEAST ONE QUARTER OF SECTION 3; THENCE NORTH 89° 54' 13" EAST 29.03 FEET TO THE POINT OF BEGINNING; THENCE NORTH 20° 06' 21" EAST 75.00 FEET; THENCE SOUTH 69° 42' 44" EAST 75.00 FEET; THENCE SOUTH 20° 06' 21" WEST 75.00 FEET; THENCE NORTH 69° 42' 44" WEST 75.00 FEET TO THE POINT OF BEGINNING. THIS PARCEL CONTAINS 5,625 SQUARE FEET (0.13 ACRES), MORE OR LESS.

EXHIBIT "B"
ACCESS and UTILITY EASEMENT – Legal Descriptions

A 20-FOOT WIDE STRIP PARCEL IN PART OF THE NORTH ONE HALF SECTION 3, TOWNSHIP 76 NORTH, RANGE 2 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MUSCATINE COUNTY, IOWA, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER THE SAID AS A POINT OF REFERENCE AT THE NORTHWEST CORNER THE SAID NORTHEAST ONE QUARTER OF SECTION 3; THENCE SOUTH 00° 05' 47" EAST 1,169.02 FEET ALONG THE WESTERLY LINE OF THE SAID NORTHEAST ONE QUARTER OF SECTION 3; THENCE NORTH 89° 54' 13" EAST 29.03 FEET; THENCE NORTH 20° 06' 21" EAST 65.00 FEET TO THE POINT OF BEGINNING OF SAID OF SAID CENTERLINE; THENCE NORTH 49° 44' 25" WEST 48.19 FEET; THENCE 30.02 FEET ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (THE CHORD OF SAID CURVE BEARS SOUTH 81° 26' 32" WEST 28.78FEET): THENCE SOUTH 52° 46' 44" WEST 72.93 FEET; THENCE 145.94 FEET ALONG THE ARC OF A 220.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 71° 46' 56" WEST 143.28 FEET): THENCE NORTH 86° 57' 11" WEST 16.69 FEET; THENCE 23.86 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 45° 13' 03" WEST 21.42 FEET): THENCE SOUTH 00° 21' 02" EAST 14.84 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF FLETCHER AVENUE AND TO THE POINT OF TERMINUS OF SAID CENTERLINE POINT OF TERMINUS OF SAID CENTERLINE OF SAID CENTERLINE (THE SOUTHERLY END OF SAID EASEMENT TO BE LENGTHENED OR SHORTENED TO TERMINATE AT THE SAID NORTHERLY RIGHT-OF-WAY LINE OF FLETCHER AVENUE) THIS PARCEL CONTAINS 7,490 SQUARE FEET (0.17 ACRES), MORE OR LESS.



PARENT PARCEL

SCALE: 1" = 600'

SECTION 3, TOWNSHIP 76 NORTH, RANGE 2 WEST
MUSCATINE COUNTY, IOWA



VICINITY MAP

NOT TO SCALE

DESCRIPTION OF PARENT PARCEL

LOCATED IN A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 76 NORTH, RANGE 2 WEST OF THE 5TH P.M., CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA.

PARENT PARCEL TAX ID# 1303201001

TOWER TAX ID# 1303251901

SCHEDULE "B" - SECTION II ITEMS

ITEM 8: PROPOSED ACCESS AND UTILITY EASEMENTS AS SET FORTH ON THE PLAT OF SURVEY FILED JANUARY 8, 1999, DOC. NO. 1999-00204.

TOWER INFORMATION	
TOWER TYPE	HEIGHT
MONOPOLE	150.0'

SITE BENCHMARK:



ARROW ON TOP OF FIRE HYDRANT AT CORNER OF NEWELL AND LUCAS FROM THE CITY ENGINEER

ELEVATION = 479.94'

SITE SURVEY

PROPERTY OWNERS: CITY OF MUSCATINE, IOWA

TN=TRUE NORTH
MN=MAGNETIC NORTH
(MAGNETIC DECLINATION TAKEN FROM NATIONAL GEODETIC SURVEY WEB SITE FOR THIS AREA, 03/10/2016) CHANGING BY 0'5" WEST PER YEAR (PLUS OR MINUS 0'22")



SURVEYOR'S NOTES

BEARINGS ARE BASED ON THE IOWA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD83) FROM GPS EQUIPMENT USING THE IOWA REALTIME NETWORK.

GEOGRAPHIC COORDINATES

LATITUDE:	N41°25'05.12"	NAD83
LONGITUDE:	W91°04'10.77"	NAD83
SITE ELEVATION:	708.5 FEET	NAVD88

UTILITY NOTE

THE LOCATIONS OF UTILITY MAINS, STRUCTURES, AND SERVICE CONNECTIONS PLOTTED ON THIS DRAWING ARE APPROXIMATE ONLY AND WERE OBTAINED FROM RECORDS MADE AVAILABLE TO THE SURVEYOR. THERE MAY BE OTHER EXISTING UTILITY MAINS, STRUCTURES, AND SERVICE CONNECTIONS NOT KNOWN TO THE SURVEYOR, AND NOT SHOWN ON THIS DRAWING.

GENERAL NOTES

THIS PARCEL IS ZONED R-3; MUSCATINE COUNTY, IOWA JURISDICTION.

SETBACKS: FRONT 25', SIDE 6', REAR 35'

ACCORDING TO THE FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 19139C0187D, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND WITH AN EFFECTIVE DATE OF APRIL 16, 2014, THIS SITE DOES NOT APPEAR TO BE LOCATED IN ZONE "X" (AREAS TO BE OUTSIDE 500 YEAR FLOOD PLAIN), TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE SURVEYOR UTILIZED THE ABOVE REFERENCED FLOODPLAIN PANEL FOR THIS DETERMINATION; FURTHERMORE, THE SURVEYOR DOES NOT CERTIFY THAT REVISED FLOODPLAIN INFORMATION HAS NOT BEEN PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY OR SOME OTHER SOURCE.

A FULL BOUNDARY SURVEY WAS NOT PERFORMED ON THE PARENT PARCEL SHOWN ON THIS SHEET. ONLY MONUMENTS SHOWN AS "FOUND" WERE USED TO DESCRIBE THE EASEMENTS AND LEASE AREA.

THIS SURVEY WAS PREPARED WITH THE AID OF A TITLE COMMITMENT, PREPARED BY TITLECORE,LLC. AS COMMITMENT NUMBER 12-116427, WITH AN EFFECTIVE DATE OF NOVEMBER 7, 2012, WHICH SHOWS DEEDS, CHAIN OF TITLE, TAXES, AND EASEMENTS OF RECORD OF DESCRIBED PARENT PARCEL.

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-6.1(5)

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.	
SIGNATURE:	_____
NAME:	GREGORY L. ROSS
DATE:	_____
LICENSE NUMBER:	13286
MY LICENSE RENEWAL DATE IS:	DECEMBER 31, 2016
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL:	C-1.1, C-1.2, C-1.3

GRAINCOMM VI, LLC
100 N WASHINGTON BLVD, SUITE 201
SOLICITORS
(941) 375-0033



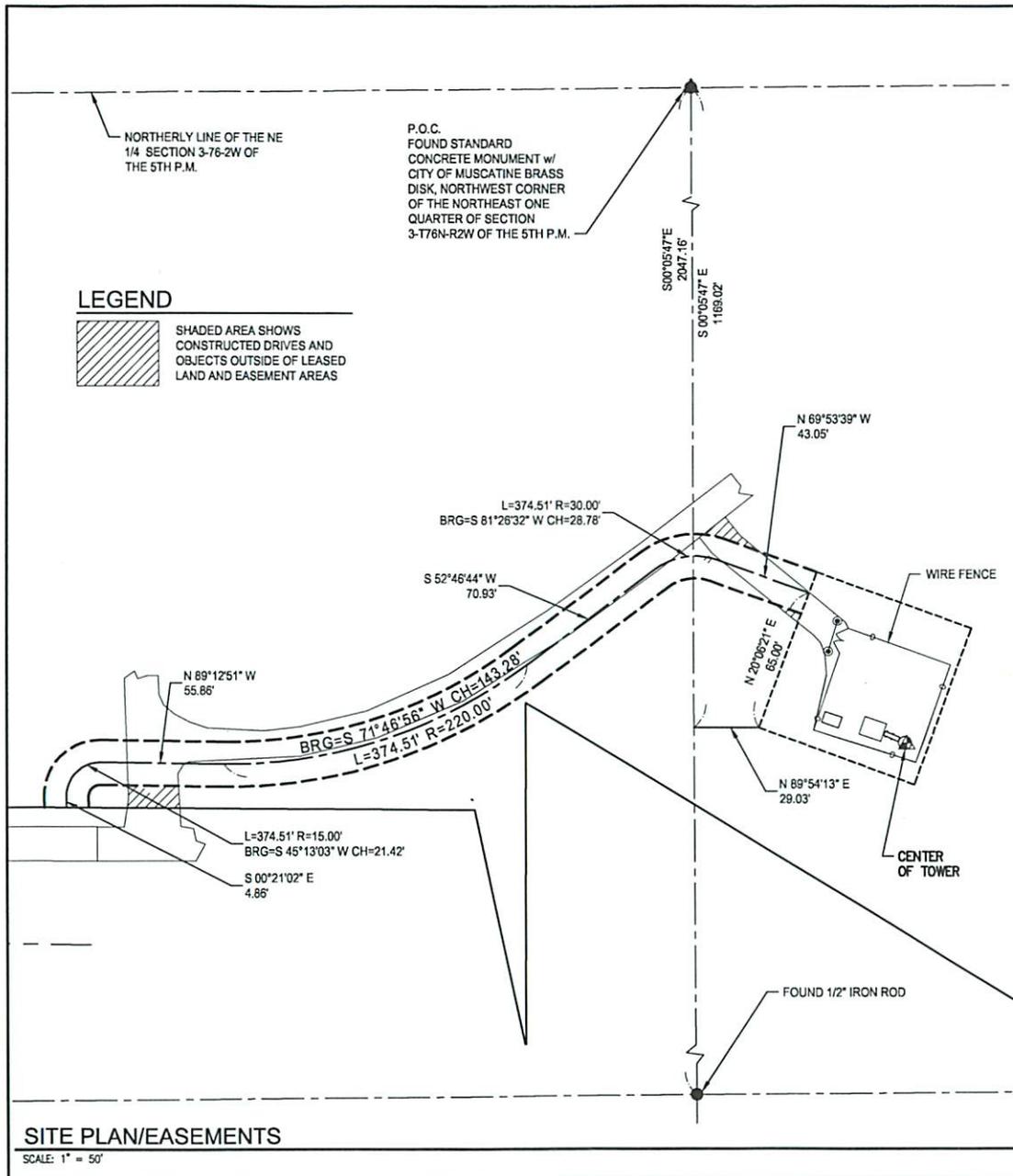
CEMETARY-MUSCO - 2056-1A-0078	PROJECT NUMBER: 16-01-34
401 FLETCHER MUSCATINE, IOWA 62761 MUSCATINE COUNTY	CLIENT REVIEW: 04/03/16
EXISTING MONOPOLE-AS BUILT SURVEY	AS SHOWN
DATE: 04/03/16	SCALE: AS SHOWN
DRAWN: JAP	FIELD BOOK:
APPROVED: JMD	

SHEET TITLE

SITE SURVEY

SHEET NO.

C-1.1



DESCRIPTION OF ACCESS/UTILITY EASEMENT

A 20-FOOT WIDE STRIP PARCEL IN PART OF THE NORTH ONE HALF SECTION 3, TOWNSHIP 76 NORTH, RANGE 2 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MUSCATINE COUNTY, IOWA, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER THE SAID NORTHEAST ONE QUARTER OF SECTION 3;

THENCE SOUTH 00° 05' 47" EAST 1,169.02 FEET ALONG THE WESTERLY LINE OF THE SAID NORTHEAST ONE QUARTER OF SECTION 3;

THENCE NORTH 89° 54' 13" EAST 29.03 FEET;

THENCE NORTH 20° 06' 21" EAST 65.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE NORTH 69° 53' 29" WEST 43.05 FEET;

THENCE 30.02 FEET ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY (THE CHORD OF SAID CURVE BEARS SOUTH 81° 26' 32" WEST 28.78 FEET);

THENCE SOUTH 52° 46' 44" WEST 70.93 FEET;

THENCE 145.94 FEET ALONG THE ARC OF A 220.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 71° 46' 56" WEST 143.28 FEET);

THENCE NORTH 89° 12' 51" WEST 55.86 FEET;

THENCE 23.66 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 45° 13' 03" WEST 21.42 FEET);

THENCE SOUTH 00° 21' 02" EAST 4.86 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF FLETCHER AVENUE AND TO THE POINT OF TERMINUS OF SAID CENTERLINE (THE SOUTHERLY END OF SAID EASEMENT TO BE LENGTHENED OR SHORTENED TO TERMINATE AT THE SAID NORTHERLY RIGHT-OF-WAY LINE OF FLETCHER AVENUE)

THIS PARCEL CONTAINS 7,490 SQUARE FEET (0.17 ACRES), MORE OR LESS.

BOUNDARY LEGEND

- ▲ FOUND SECTION CORNER (AS NOTED) P.O.C. POINT OF COMMENCEMENT
- FOUND IRON PIN (AS NOTED) P.O.B. POINT OF BEGINNING
- XX.XX' MEASURED DISTANCE P.O.T. POINT OF TERMINUS

GENERAL LEGEND

- ▲ TOWER CENTERLINE
- OE— ELECTRIC - OVERHEAD
- ⊙ UTILITY POLE
- ⊞ TELEPHONE PEDESTAL
- CHAINLINK FENCE
- ⊠ TRANSFORMER

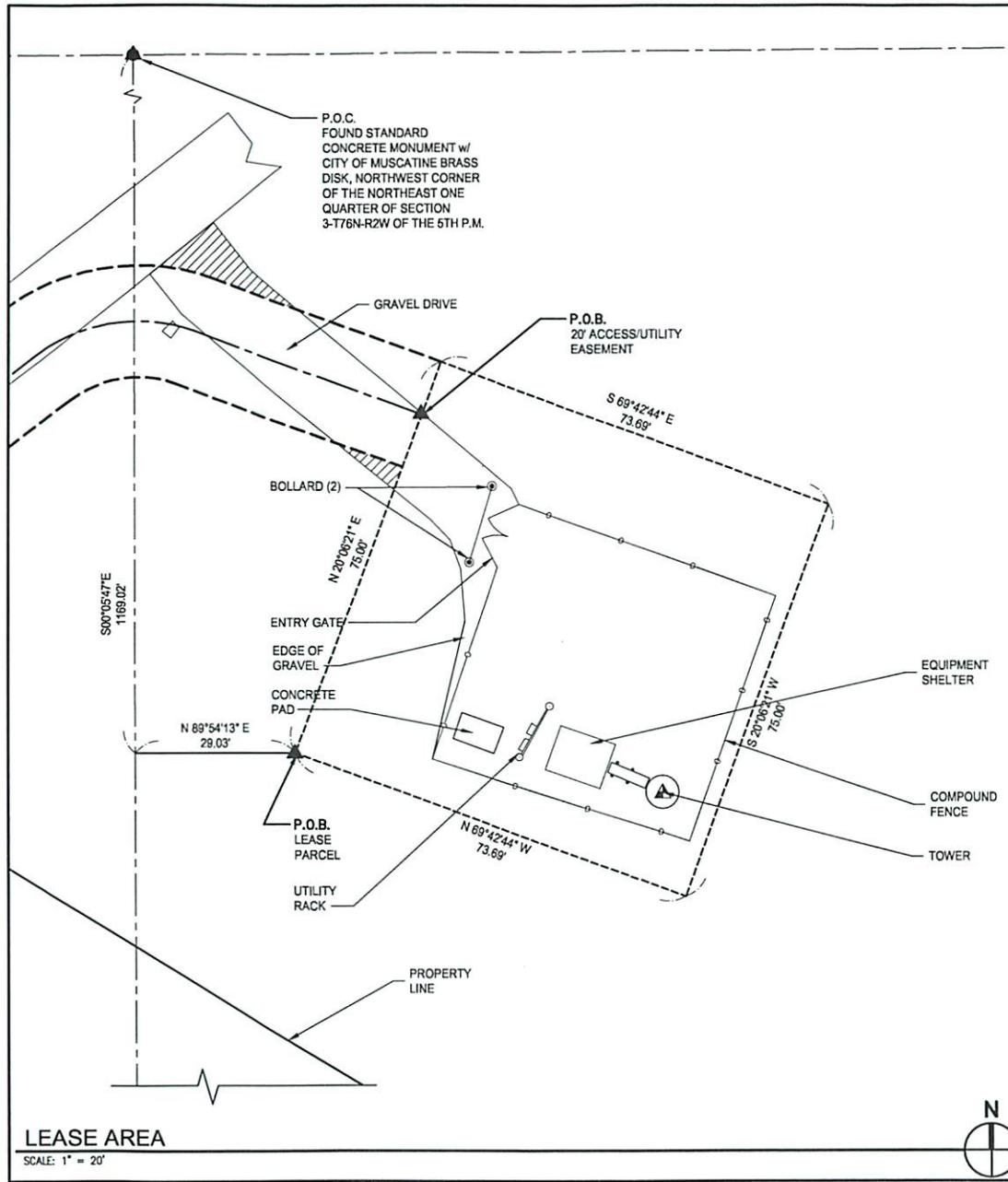
SITE PLAN/EASEMENTS
SCALE: 1" = 50'

GRAINCOMM VI, LLC
100 N. N. WASHINGTON BLVD., SUITE 201
SARASOTA, FL 34236
(941) 373-0033



CEMETARY-MUSC - 2065-1A-0078	
401 FLETCHER, MUSCATINE, IOWA, 62761, MUSCATINE COUNTY EXISTING MONOPOLE-AS BUILT SURVEY	
PROJECT NUMBER: 16-01-34	CLIENT REVIEW: 04/03/16
DATE: 04/03/16	SCALE: AS SHOWN
DRAWN: JAP	FIELD BOOK:
APPROVED: JMD	

SHEET TITLE
SITE PLAN/EASEMENTS
SHEET NO.
C-1.2



DESCRIPTION OF LEASE AREA

PART OF THE NORTH ONE HALF SECTION 3, TOWNSHIP 76 NORTH, RANGE 2 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MUSCATINE COUNTY, IOWA, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER THE SAID NORTHEAST ONE QUARTER OF SECTION 3;

THENCE SOUTH 00° 05' 47" EAST 1,169.02 FEET ALONG THE WESTERLY LINE OF THE SAID NORTHEAST ONE QUARTER OF SECTION 3;

THENCE NORTH 89° 54' 13" EAST 29.03 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 20° 06' 21" EAST 75.00 FEET;

THENCE SOUTH 69° 42' 44" EAST 75.00 FEET;

THENCE SOUTH 20° 06' 21" WEST 75.00 FEET;

THENCE NORTH 69° 42' 44" WEST 75.00 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 5,625 SQUARE FEET (0.13 ACRES), MORE OR LESS.

LEGEND

 SHADED AREA SHOWS
CONSTRUCTED DRIVES AND
OBJECTS OUTSIDE OF LEASED
LAND AND EASEMENT AREAS

GRAINCOMM VI, LLC
100 N. N. WASHINGTON BLVD., SUITE 201
SARASOTA, FL 34236
(813) 372-0033



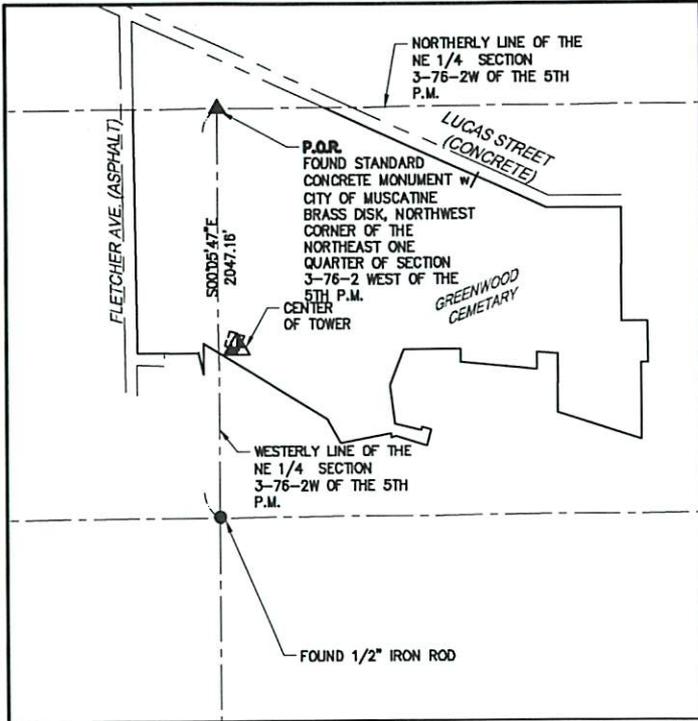
CEMETARY-MUSC - 2055-1A-0078	
401 FLETCHER, MUSCATINE, IOWA, 62761, MUSCATINE COUNTY	
EXISTING MONOPOLE-AS BUILT SURVEY	
DATE: 04/03/16	SCALE: AS SHOWN
DRAWN: JAP	FIELD BOOK:
PROJECT NUMBER: 16-01-34	CLIENT REVIEW: 04/03/16
APPROVED: JMD	

SHEET TITLE

LEASE AREA

SHEET NO.

C-1.3



PARENT PARCEL

SCALE: 1" = 600'

SECTION 3, TOWNSHIP 76 NORTH, RANGE 2 WEST
MUSCATINE COUNTY, IOWA



VICINITY MAP

NOT TO SCALE

DESCRIPTION OF PARENT PARCEL

LOCATED IN A PORTION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 76 NORTH, RANGE 2 WEST OF THE 5TH P.M., CITY OF MUSCATINE, MUSCATINE COUNTY, IOWA.

PARENT PARCEL TAX ID# 1303201001

TOWER TAX ID# 1303251901

SCHEDULE "B" - SECTION II ITEMS

ITEM 16. PLAT OF SURVEY FILED SEPTEMBER 28, 2005, IN DOC. NO. 2005-07451.

ITEM 17. PROPOSED ACCESS AND UTILITY EASEMENTS AS SET FORTH ON THE PLAT OF SURVEY FILED JANUARY 8, 1999, DOC. NO. 1999-00204.

ITEM 18. TERMS AND PROVISION OF SITE LEASE WITH OPTION BETWEEN THE CITY OF MUSCATINE (LANDLORD) AND IOWA WIRELESS SERVICES, LP (TENANT), A MEMORANDUM OF WHICH IS DATED AUGUST 20, 1998 AND RECORDED NOVEMBER 18, 1998 AT FILE 1998-9226 OF THE RECORDS OF MUSCATINE COUNTY, IOWA.

A. ASSIGNED TO IOWA TOWER ENTITY 1 LLC, A DELAWARE LIMITED LIABILITY COMPANY BY ASSIGNMENT AND ASSUMPTION OF GROUND LEASE DATED NOVEMBER 1, 2012 AND RECORDED DECEMBER 13, 2012 AT FILE E12-01214 OF THE RECORDS OF MUSCATINE COUNTY, IOWA.

B. AMENDED MEMORANDUM OF AGREEMENT BY AND BETWEEN CITY OF MUSCATINE WITH TOWERCO 2013 LLC, A DELAWARE LIMITED LIABILITY COMPANY DATED APRIL 23, 2013 AND RECORDED SEPTEMBER 2, 2014 AT FILE 2014-03067 OF THE RECORDS OF MUSCATINE COUNTY, IOWA.

TOWER INFORMATION

TOWER TYPE	HEIGHT
MONOPOLE	150.0'

SITE BENCHMARK:

BM ARROW ON TOP OF FIRE HYDRANT AT CORNER OF NEWELL AND LUCAS FROM THE CITY ENGINEER

ELEVATION = 479.94'

CERTIFICATION:

I HEREBY CERTIFY TO FIFTH THIRD BANK, AN OHIO BANKING CORPORATION, STEWART TITLE GUARANTY COMPANY, AND GRAINCOMM VI, LLC, A DELAWARE LIMITED LIABILITY COMPANY, THAT A SURVEY WAS MADE BY ME, OR UNDER MY DIRECT SUPERVISION, ON THE GROUND OF THE LEASE AREA AND ASSOCIATED EASEMENT PREMISES HEREIN DESCRIBED, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED HEREON TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

SITE SURVEY

PROPERTY OWNERS: PRESIDENTS AND TRUSTEES OF THE TOWN OF BLOOMINGTON

TN=TRUE NORTH
MN=MAGNETIC NORTH
(MAGNETIC DECLINATION TAKEN FROM NATIONAL GEODETIC SURVEY WEB SITE FOR THIS AREA, 03/10/2016) CHANGING BY 05' WEST PER YEAR (PLUS OR MINUS 022')



SURVEYOR'S NOTES

BEARINGS ARE BASED ON THE IOWA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD83) FROM GPS EQUIPMENT USING THE IOWA REALTIME NETWORK.

GEOGRAPHIC COORDINATES

LATITUDE:	N41°25'05.12"	NAD83
LONGITUDE:	W91°04'10.77"	NAD83
SITE ELEVATION:	708.5 FEET	NAVD88

UTILITY NOTE

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GENERAL NOTES

THIS PARCEL IS ZONED R-3 ; MUSCATINE COUNTY, IOWA JURISDICTION.

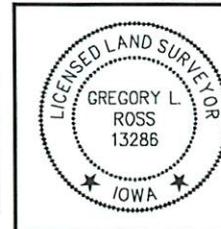
SETBACKS: FRONT 25', SIDE 6', REAR 35'

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THIS SURVEY WAS PREPARED WITH THE AID OF A TITLE COMMITMENT, PREPARED BY STEWART TITLE GUARANTY COMPANY, AS COMMITMENT NUMBER 14906-16, WITH AN EFFECTIVE DATE OF MARCH 23, 2016, WHICH SHOWS DEEDS, CHAIN OF TITLE, TAXES, AND EASEMENTS OF RECORD OF DESCRIBED PARENT PARCEL.

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-6.1(6)



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: _____

NAME: GREGORY L. ROSS

DATE: _____ LICENSE NUMBER: 13286

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2018

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: C-1.1, C-1.2, C-1.3

GRAINCOMM VI, LLC
100 N WASHINGTON BLVD, SUITE 201
SAVANNA, FL 34228
(941) 375-0033



CEMETARY-MUSC - 2055-1A-0078
401 FLETCHER, MUSCATINE, IOWA, 52781, MUSCATINE COUNTY
EXISTING MONOPOLE-AS BUILT SURVEY

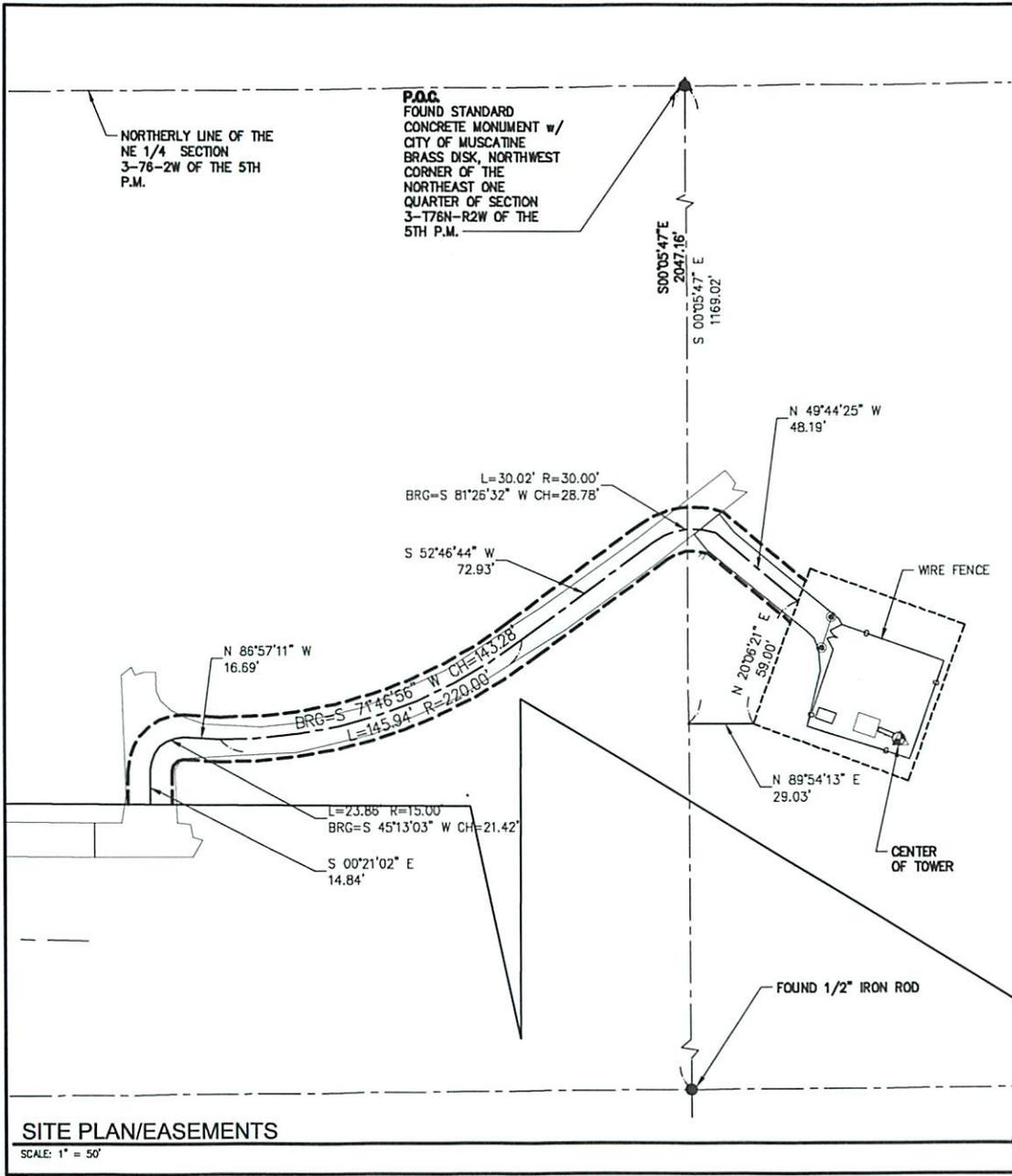
PROJECT NUMBER	10401-54
CLIENT REVIEW - 04/03/16	0
FINALS - 06/07/16	1
DWG UPDATE - 06/09/16	12
DATE:	04/23/16
SCALE:	AS SHOWN
DRAWN:	JVP
APPROVED:	JMD

SHEET TITLE

SITE SURVEY

SHEET NO.

C-1.1



DESCRIPTION OF ACCESS/UTILITY EASEMENT

A 20-FOOT WIDE STRIP PARCEL IN PART OF THE NORTH ONE HALF SECTION 3, TOWNSHIP 76 NORTH, RANGE 2 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MUSCATINE COUNTY, IOWA, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 20° 06' 21" EAST 65.00 FEET TO THE **POINT OF BEGINNING** OF SAID CENTERLINE;

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THENCE SOUTH 52° 46' 44" WEST 72.93 FEET;

THENCE 145.94 FEET ALONG THE ARC OF A 220.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 71° 46' 56" WEST 143.28 FEET);

THENCE NORTH 86° 57' 11" WEST 16.69 FEET;

THENCE 23.86 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY (THE CHORD OF SAID CURVE BEARS SOUTH 45° 13' 03" WEST 21.42 FEET);

THENCE SOUTH 00° 21' 02" EAST 14.84 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF FLETCHER AVENUE AND TO THE **POINT OF TERMINUS** OF SAID CENTERLINE (THE SOUTHERLY END OF SAID EASEMENT TO BE LENGTHENED OR SHORTENED TO TERMINATE AT THE SAID NORTHERLY RIGHT-OF-WAY LINE OF FLETCHER AVENUE)

THIS PARCEL CONTAINS 7,490 SQUARE FEET (0.17 ACRES), MORE OR LESS.

BOUNDARY LEGEND

- ▲ FOUND SECTION CORNER (AS NOTED) **P.O.C.** POINT OF COMMENCEMENT
- FOUND IRON PIN (AS NOTED) **P.O.B.** POINT OF BEGINNING
- xx.xx' MEASURED DISTANCE **P.O.T.** POINT OF TERMINUS

GENERAL LEGEND

- ▲ TOWER CENTERLINE
- OE— ELECTRIC - OVERHEAD
- UTILITY POLE
- TELEPHONE PEDESTAL
- CHAINLINK FENCE
- ☒ TRANSFORMER

SITE PLAN/EASEMENTS

SCALE: 1" = 50'

GRAINCOMM VI, LLC
100 N. N. WASHINGTON BLVD., SUITE 201
SANAGUSTA, FL 34208
(941) 373-0003

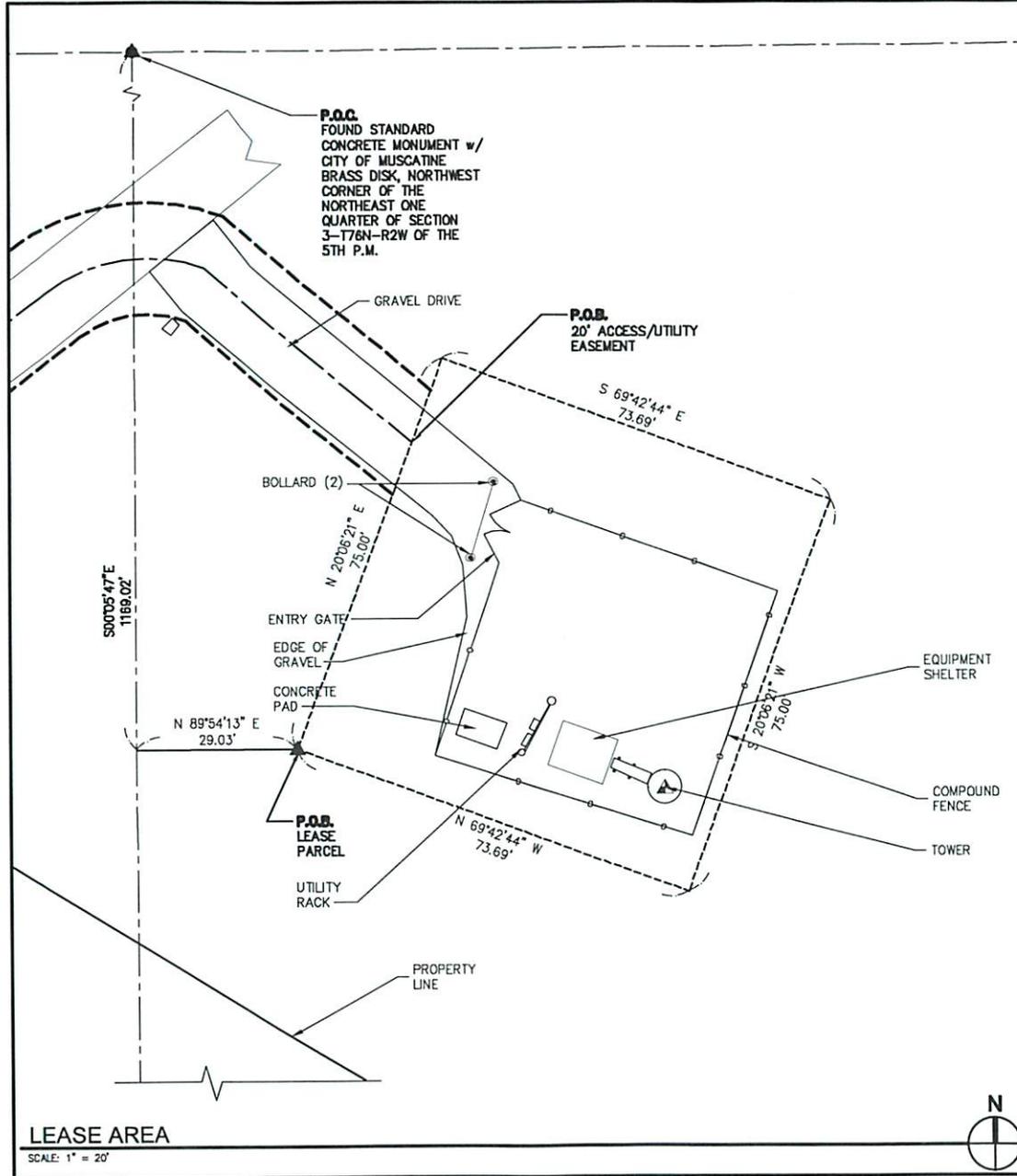


PROJECT NUMBER	16-01-54
CLIENT REVIEW	04/03/16
PLANS CORRECTED	1
DATE	04/03/16
DRAWN	JAP
FIELD BOOK	
APPROVED	JWD
DATE	04/03/16
SCALE	AS SHOWN
DATE	04/03/16
DRAWN	JAP
FIELD BOOK	
APPROVED	JWD
DATE	04/03/16
SCALE	AS SHOWN
DATE	04/03/16
DRAWN	JAP
FIELD BOOK	
APPROVED	JWD

CEMETARY-MUSCO - 2056-1A-0076
401 FLETCHER AVENUE, MUSCATINE, IOWA 52761, MUSCATINE COUNTY
EXISTING MONOPOLE-AS BUILT SURVEY

SHEET TITLE
SITE PLAN/ EASEMENTS

SHEET NO.
C-1.2



DESCRIPTION OF LEASE AREA

PART OF THE NORTH ONE HALF SECTION 3, TOWNSHIP 78 NORTH, RANGE 2 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MUSCATINE COUNTY, IOWA, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER THE SAID NORTHEAST ONE QUARTER OF SECTION 3;

THENCE SOUTH 00° 05' 47" EAST 1,169.02 FEET ALONG THE WESTERLY LINE OF THE SAID NORTHEAST ONE QUARTER OF SECTION 3;

THENCE NORTH 89° 54' 13" EAST 29.03 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 20° 06' 21" EAST 75.00 FEET;

THENCE SOUTH 89° 42' 44" EAST 75.00 FEET;

THENCE SOUTH 20° 06' 21" WEST 75.00 FEET;

THENCE NORTH 69° 42' 44" WEST 75.00 FEET TO THE **POINT OF BEGINNING**.

THIS PARCEL CONTAINS 5,625 SQUARE FEET (0.13 ACRES), MORE OR LESS.

GRAINCOMM VI, LLC
100 N. N. WASHINGTON BLVD., SUITE 201
SARASOTA, FL 34235
(941) 375-0033



CEMETARY-MUSC - 2055-1A-0078		PROJECT NUMBER	15-01-34
401 FLETCHER, MUSCATINE, IOWA, 52761, MUSCATINE COUNTY		CLIENT REVIEW	04/03/16
EXISTING MONOPOLE-AS BUILT SURVEY		FINAL	06/07/16
DATE	04/07/16	SCALE	AS SHOWN
DRAWN	JAP	FIELD BOOK	
APPROVED	JMD	DWG UPDATE	06/08/16

SHEET TITLE
LEASE AREA
SHEET NO.
C-1.3



CHANGE NOTICE

May 15, 2016

Via USPS Priority Mail with Delivery Confirmation to:

City of Muscatine
Director of Parks and Recreation
215 Sycamore Street
215 Sycamore Street
Muscatine, IA 52761

(563) 264-1550
BILLPAY@MUSCATINEIOWA.GOV

RE: Tower site located at: 407 Fletcher, Muscatine Iowa

Prior Site ID: IA0078
New Grain Site ID.: **2055-IA-007801**

To Whom It May Concern:

Tower Entity 1, LLC has been acquired by Grain HoldCo, LLC and its affiliates ("Grain"). In addition, TowerCo Entity 1 has changed its name to GrainComm III, LLC. With this acquisition, Grain has acquired the ownership of the above reference tower facility and ground lease. Enclosed please find copies of the following documents for your files:

- W-9
- Landlord Information Request form.
- ACH Electronic Funds Transfer Authorization Form
- Contacts
- Copy of Assignment(s)
- Copy of Certificate(s) of Amendment, name change to Grain

These reflect the change in ownership of the communications tower facility and the underlying interest in the land. In accordance with the enclosed, Grain has assumed the performance of any obligations of the prior owner of the communications tower facility.



Request for Information and W-9

In order to process your next rent payment, if any, you must complete and return the enclosed W-9, Landlord Information Request form and ACH Electronic Funds Transfer Authorization Form.

Notices

Effective immediately, Notices to the Grain are to be delivered to:

NOTICES:

GrainComm III, LLC
c/o Grain Management
Attn: Legal Department
100 N. Washington Blvd. #201
Sarasota FL 34236

Please reference the Grain ID number on all communication: 2055-IA-007801

If you have any questions regarding this notice or any of the attachments, please feel free to contact me and I will be glad to assist. Thank you for your attention.

Sincerely,

A handwritten signature in black ink, appearing to read "Yvette Cooley".

Yvette Cooley
Contracts Manager
D. 941.373.1665
E. ycooley@graingp.com

CONTACTS

Main

Grain Management, LLC
100 N. Washington Blvd. #201
Sarasota FL 34236
Main. (941) 373-0033
Fax. (941) 373-0031
Web: www.graingp.com

Site Management and Regular Operations

J.R. Carroll
941-321-8207
jr@graingp.com

Accounting / Billing

Colleen Storms
941-379-1253
accounting@graingp.com

Collocation and Reconfiguration

Monika Kent
941-379-1251
mkent@graingp.com

General Legal and Real Estate

Yvette Cooley
941-373-1665
ycooley@graingp.com

24/7 NATIONAL ON-CALL CENTER (NOCC) (941) 373-0033 Option #1

Please reference the Grain ID number on all communication: 2055-LA-007801

SITE ID: 2055-IA-007801

LANDLORD INFORMATION REQUEST

Welcome to Grain! The Accounting Department will be happy to assist with any conversion questions you may have. Our contact details are as follows:

Colleen Storms
T: 941-379-1253/941-373-0033
F: 941-373-0031
E: accounting@graingp.com

In order to make this transition as efficient as possible, please complete the information below and return it to us via fax or e-mail at your earliest convenience.

Payee Name: _____
Mailing Address: _____
Phone: _____
E-Mail: _____

Contact Name: _____
Mailing Address: _____
Phone: _____
E-Mail: _____

Additional Information: _____

Thank you for your prompt attention to this form. Please don't hesitate to contact me should you have any questions.

ACH ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

ADD CHANGE CANCEL

SITE ID: 2055-IA-007801 (prior ID IA0078)
VENDOR ID:
VENDOR NAME: City of Muscatine, Director of Parks and Recreation

ACCOUNT TYPE: CHECKING SAVINGS MONEY MARKET

BANK NAME _____

NAME ON ACCOUNT _____

CITY _____ STATE _____ ZIP _____

Routing number # (9 digits) _____ ACCOUNT # _____
(please ensure the #'s provided match the #'s on the attached voided check/deposit slip)

⑆0123456789⑆ 01234567890123⑆
└──────────┬──────────┘
Bank Routing Bank Account
Number Number

Email Address for the ACH Notification:

(please print clearly)

I (we) hereby authorize GrainComm III, LLC ("Grain") to initiate credit entries to the above account and the depository named above.

If a credit entry initiated by Grain is erroneous, I (we) hereby acknowledge that Grain has the right to correct such an error by making either credit or debit entry adjustment(s). If such an event occurs, Grain will provide adequate notice of the aforementioned prior to making the adjustment(s).

The undersigned represents and warrants to Grain that the person executing this Release is an authorized signatory on the Account referenced above and all information regarding the Account and Account Owner is true and correct.

This authority is to remain in full force and effect until Grain has received written notification from me of its termination in such time and in such manner as to afford Grain a reasonable opportunity to act on it.

NAME(S) _____ (PLEASE PRINT)

SIGNED X _____ DATE _____

SIGNED X _____ DATE _____

***** ATTACH A VOIDED CHECK OR BANK LETTER AND RETURN TO: Grain *****

1. Mail: 100 N Washington Blvd, Suite 201 Sarasota, FL 34236
2. Fax: 941-373-0031. Attn: Colleen Storms
3. Email: Accounting@graingp.com

Type of Document: Assignment and Assumption of Ground Lease

Preparer: TowerCo 2013 LLC, 5000 Valleystone Dr., Attn: M. Manna, Cary, NC 27519,
919-653-5700

Taxpayer Info: TowerCo Entity 1, LLC, c/o Grain Management, 100 North Washington
Blvd., Ste. 201, Sarasota, FL 34236

Return to: TowerCo Entity 1, LLC, c/o Grain Management, 100 North Washington
Blvd., Ste. 201, Sarasota, FL 34236

Grantor: TowerCo 2013 LLC, 5000 Valleystone Dr., Legal Dept., Cary, NC 27519

Grantee: TowerCo Entity 1, LLC, 5000 Valleystone Dr., Cary, NC 27519

Prior Reference: Instrument # 1998-9226 / Instrument # E12-01214

Parcel Number: 1303201001

Legal Description: See Page 7

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Agreement") is made, entered into and effective as of this 11th day of May, 2016 (the "Effective Date"), by TowerCo 2013 LLC ("Assignor"), to TowerCo Entity 1, LLC ("Assignee").

Preliminary Statement:

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT. As of the date hereof, Assignor for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, assign, contribute and transfer to Assignee and its successors and assigns all of Assignor's right, title and interest as lessee under that certain ground lease described in Exhibit A attached hereto (the "Ground Lease").

2. ACCEPTANCE OF ASSIGNMENT. Assignee, as of the date hereof, hereby accepts the foregoing assignment and assumes all of Assignor's obligations and liabilities under the Ground Lease.

3. SUCCESSORS AND ASSIGNS. No party may assign or otherwise transfer, in whole or in part, its rights, remedies, duties, or obligations arising under, or with respect to this Agreement, in each case without the express prior written consent of the other party and any such assignment or transfer in violation of this Section will be null and void. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

4. COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement. Any signature pages of this Agreement transmitted by telecopier or by electronic mail in portable document format will have the same legal effect as an original executed signature page.

5. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance, and remedies, except to the extent mandatorily governed by the laws of the state in which the real property subject to the Ground Lease is located.

6. AMENDMENT. This Agreement may not be amended or modified except by a written agreement signed by authorized representatives of all of the parties hereto.

7. FURTHER ASSURANCES. Each party shall execute such additional documents and instruments and take such further actions as may be reasonably required or desirable to carry out the provisions hereof.

* * * * Remainder of Page Blank – Signature Pages Follow * * * *

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Agreement as of the date first written above.

ASSIGNOR:

TowerCo 2013 LLC, a Delaware limited liability company

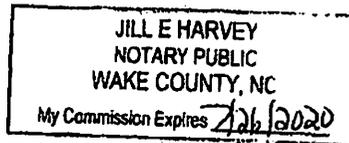
By: Daniel Hunt
Name: Daniel Hunt
Title: VP/CFO

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF WAKE)

On this 11th day of May, 2016, before me, a Notary Public in and for the said State, personally appeared Daniel Hunt, to me personally known, who being by me duly sworn did say that that person is VP/CFO of said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said VP/CFO acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Given under my hand and official seal, this 11th day of May, 2016.

Signature of Notary Jill E Harvey
Name of Notary: Jill E Harvey
Commission expires 7/26/2020



ACKNOWLEDGED AND CONSENTED TO:

ASSIGNEE:

TowerCo Entity 1, LLC, a Delaware limited liability company

By: *Daniel Hunt*
Name: Daniel Hunt
Title: VP/CFO

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF WAKE)

On this 11th day of May, 2016, before me, a Notary Public in and for the said State, personally appeared Daniel Hunt, to me personally known, who being by me duly sworn did say that that person is VP/CFO of TowerCo Entity 1, LLC, said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said VP/CFO acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Given under my hand and official seal, this 11th day of May, 2016.

Signature of Notary *Jill E. Harvey*
Name of Notary: Jill E. Harvey
Commission expires 7/26/2020

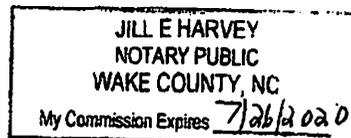


Exhibit A
Ground Lease

That certain Site Lease With Option dated August 20, 1998 as amended by that certain First Amendment to Site Lease With Option dated April 23, 2014 (as amended, the "Ground Lease") between the City of Muscatine ("Landlord") and TowerCo 2013 LLC, a Delaware limited liability company, as successor in interest to Iowa Wireless Services, LLC ("Tenant") for a portion of the "Premises" as more particularly identified in the Ground Lease.

Recording Information, if any, set forth below:

- Memorandum of Lease filed November 16, 1998 in Muscatine County, Iowa as Document # 1998-9226
- Assignment and Assumption of Ground Lease filed December 13, 2012 in Muscatine County, Iowa as Document # E12-01214
- Amendment to Memorandum of Agreement filed September 2, 2014 in Muscatine County, Iowa as Document # 2014-03067

Exhibit B
Legal Description

LOCATED IN A PORTION OF THE EAST HALF OF THE NORTHWEST 1/4 OF SECTION
3, TOWNSHIP 76 NORTH, RANGE 2 WEST OF THE 5TH P.M., CITY OF MUSCATINE,
MUSCATINE COUNTY, IOWA.

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "TOWERCO ENTITY 1, LLC", CHANGING ITS NAME FROM "TOWERCO ENTITY 1, LLC" TO "GRAINCOMM III, LLC", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF MAY, A.D. 2016, AT 9:12 O`CLOCK A.M.



5949378 8100
SR# 20163061942

You may verify this certificate online at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State

Authentication: 202297536
Date: 05-11-16

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:12 AM 05/11/2016
FILED 09:12 AM 05/11/2016
SR 20163061942 - FileNumber 5949378

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF FORMATION
OF
TOWERCO ENTITY 1, LLC**

MAY 11, 2016

This Certificate of Amendment to the Certificate of Formation of TowerCo Entity 1, LLC ("Company"), dated as of the date first set forth above, is being duly executed and filed by the undersigned, as sole member, pursuant to Section 202 of the Delaware Limited Liability Company Act (6 Del.C. § 18-101 et seq.).

The Certificate of Formation for the Company is hereby amended as follows:

The name of the Company is changed from TowerCo Entity 1, LLC to GrainComm III, LLC.

The name and address of the registered agent for service of process on the Company in the State of Delaware is The Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, 19808. The address of the registered office of the Company in the State of Delaware is c/o The Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, 19808.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment as of the date first above written.

TowerCo Finance 2013, LLC
Sole Member

By: Grain Holdings I, LLC
(formerly known as TowerCo 2013 Holdings LLC)
Sole Member

By: G-M SPV, LLC
As Sole Member

By: Maples Fiduciary Services (Delaware) Inc.
As Manager

By: 
Name: Edward Truitt
Title: Authorized Officer



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05/16/2016

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PRIORITY MAIL 3-DAY™

DONNA MOSES
GRAIN MANAGEMENT, LLC
100 N WASHINGTON BLVD STE 201
SARASOTA FL 34236-5807

Expected Delivery Date: 05/19/16
Ref#: BEACON
0006

Carrier --- Leave if No Response

C002

SHIP
TO: DIRECTOR OF PARKS AND RECREATION
CITY OF MUSCATINE
215 SYCAMORE ST
MUSCATINE IA 52761-3839

USPS TRACKING #



9405 5036 9930 0324 3256 04

Electronic Rate Approved #038555749

English

Customer Service

USPS Mobile

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On Time

Expected Delivery Day: Monday, May 23, 2016

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USPS Tracking²

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Restrictions Apply

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DATE & TIME	STATUS OF ITEM	LOCATION
May 23, 2016 , 10:05 am	Delivered, In/At Mailbox	MUSCATINE, IA 52761

Your item was delivered in or at the mailbox at 10:05 am on May 23, 2016 in MUSCATINE, IA 52761.

May 23, 2016 , 8:49 am	Out for Delivery	MUSCATINE, IA 52761
May 23, 2016 , 8:38 am	Sorting Complete	MUSCATINE, IA 52761
May 23, 2016 , 7:22 am	Arrived at Post Office	MUSCATINE, IA 52761
May 23, 2016 , 12:41 am	Departed USPS Facility	MILAN, IL 61264
May 21, 2016 , 10:31 pm	Arrived at USPS Facility	MILAN, IL 61264
May 21, 2016 , 6:35 pm	Departed USPS Facility	DES MOINES, IA 50395
May 20, 2016 , 11:17 pm	Arrived at USPS Destination Facility	DES MOINES, IA 50395
May 19, 2016 , 9:48 pm	Arrived at USPS Origin Facility	TAMPA, FL 33605
May 19, 2016 , 8:33 pm	Accepted at USPS Origin Facility	SARASOTA, FL 34236
May 16, 2016	Pre-Shipment Info Sent to USPS	

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