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DELAWARE COUNTY IOWA
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DEBORAH BERTON
DELAWARE CO RECORDER
26.00
2983

PREPARED BY &
Direct inquiries to: Site Acquisition Consultants, LP; Attn: John Drawer (847) 991-2100 ext. 234 655 FIRST BANK DRIVE
Space above line reserved for recording PALATINE, IL 60067

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to:
Site Acquisition Consultants, L. P.
655 First Bank Drive
Palatine, IL 60067
Attn: John Drawer

This Memorandum of Agreement is entered into on this 26 day of June, 2001, by **James D. Jared, Kelly D. Jared, contract buyer and Patricia Meyer and Joe Fink, co-executors of the estate of Leslie C. Fink, deceased, contract seller, as their interests appear,** (hereinafter referred to as "Lessor") and **Site Acquisition Consultants, L. P., a Nevada Limited Partnership**, with an office at 655 First Bank Drive, Palatine, Illinois 60067 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Premises Ground Lease Agreement ("Agreement") on the 26 day of January, 2001, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of the Agreement is for Five (5) years commencing not later than six (6) months from full execution of this Agreement or the start of construction, whichever first occurs ("Commencement Date"), and terminating on the fifth (5th) anniversary of the Commencement Date with Five (5) successive Five (5) year options to renew.

3. The Property which is the subject of the Agreement is described in Exhibit A of the Agreement. The portion of the Property being leased to Lessee (the "Premises") is described in Exhibit B of the Agreement.

4. Lessor grants to Lessee, if required by Lessee, easements across the Property for access to install, repair and maintain guy wires, guy anchors and guy enclosures ("Azimuth Easements"). Such Azimuth Easements shall encompass that area of the Property, the width and length of which shall be sufficient for the construction of Lessee Facilities, as more fully described in Exhibit B annexed hereto. Lessor acknowledges that the right of access to the Azimuth Easements shall include the right by Lessee to clear any underbrush or vegetation adjacent to the Azimuth Easements which may block access to the Azimuth Easements.

5. The Azimuth Easements granted herein shall run with the Property and be appurtenant to and for the benefit of the Premises and shall be coterminous with the Agreement. Lessor shall not use nor permit its employees, agents, successors, assigns, or future Lessees to use the Property in any manner which interferes with Lessee's use of the Azimuth Easements. The benefits and obligations of the Azimuth Easements shall be covenants running with the Property and shall inure to and be binding upon the successors, assigns and heirs of the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the 26 day of June, 2001.

Site I.D.#: SAC 3329-A

LESSOR:

James D. Jared, Kelly D. Jared, contract buyer and Patricia Meyer and Joe Fink, co-executors of the estate of Leslie C. Fink, deceased, contract seller, as their interests appear

By: James D. Jared
Name: **James D. Jared**
Title: Contract Buyer
Date 6-25-01

By: Kelly D Jared
Name: **Kelly D. Jared**
Title: Contract Buyer
Date 6-25-01

By: Patricia Meyer
Name: **Patricia Meyer**
Title: Co-executor
Date 6-25-01

By: Joe Fink
Name: **Joe Fink**
Title: Co-executor
Date 6-26-01

LESSEE:

Site Acquisition Consultants, L. P., a Nevada Limited Partnership

By: Jonathan McKinley
Name: Jonathan McKinley
Title: General Partner
Date: 06-28-01

LESSOR NOTARY BLOCK:

STATE OF Iowa
COUNTY OF Delaware

On the 25 day of June, 2001, personally appeared before me **James D. Jared and Kelly D. Jared,** the signor(s) of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

AFFIX NOTARY SEAL

My Commission Expires: Marlys Rees MY COMMISSION EXPIRES 1-24-2003

Marlys Rees
Official Notary Signature
Notary Public – State of Iowa

STATE OF Iowa
COUNTY OF Delaware

On the 25 day of June, 2001, personally appeared before me, **Patricia Meyer,** the signor of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

AFFIX NOTARY SEAL

My Commission Expires:

08-28-03

Site I.D.#: SAC 3329-A

COLLEEN MEYER Iowa NOTARIAL SEAL

Colleen Meyer
Official Notary Signature
Notary Public – State of Iowa

STATE OF Iowa
COUNTY OF Fayette

On the 26th day of June, 2001, personally appeared before me, **Joe Fink,** the signor of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

AFFIX NOTARY SEAL

My Commission Expires:

Brian T. Knoke
Notary Public State of Iowa
My Comm. Expires July 7, 2002

Official Notary Signature
Notary Public – State of Iowa

LESSEE NOTARY BLOCK:

STATE OF IL
COUNTY OF Cook

On the 28th day of June, 2001, personally appeared before me, ~~the~~ Jonathon McKinley of SAC, the signor(s) of the foregoing instrument, who duly acknowledged to me that he/she/they executed the same.

AFFIX NOTARY SEAL

My Commission Expires:

"OFFICIAL SEAL"
KATHRYN E. MAXWELL
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 10/19/04

Official Notary Signature
Notary Public – State of IL

GENERAL NOTES:

1) THIS SURVEY WAS PREPARED WITHOUT THE AID OF A TITLE COMMITMENT, REFER TO CURRENT TITLE COMMITMENT, DEED AND LOCAL CODES FOR EASEMENT, BUILDING SETBACKS AND OTHER RESTRICTIONS NOT SHOWN HEREON.
2) THIS SURVEY IS FOR LEASE PURPOSES. IT SHOULD NOT BE USED FOR BOUNDARY RETRACEMENT OF THE SERVIENT TENEMENT OR ADJACENT PARCELS .
3) THIS SURVEY WAS PREPARED FOR USE ON THIS PROJECT IN ACCORDANCE WITH THE CLIENT' S SCOPE OF WORK REQUIREMENTS. ABACI CONSULTING ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSEQUENTIAL OR OTHERWISE) FOR ANY USE OF THIS DRAWING (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID SCOPE OF WORK REQUIREMENTS.
4) REFERENCE ARCHITECTURAL SITE PLAN (USU. A-1 SHEET) FOR TOWER DETAILS.
5) DUE TO SUBSTANTIAL SNOW COVER AT THE TIME OF SURVEY SOME SURFACE FEATURES MAY HAVE BEEN MISSED.



PROPRIETOR'S LEGAL DESCRIPTION (SERVIENT TENEMENT)

(ABBREVIATED FROM DEED OF RECORD, SEE NOTE 4)

THE WEST FRACTIONAL 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 88 NORTH, RANGE 5 WEST OF THE FIFTH PRINCIPAL MERIDIAN, EXCEPT HIGHWAY.

LEGAL DESCRIPTION OF ACCESS & UTILITY EASEMENT

THE CENTERLINE OF A 30.0 FOOT WIDE EASEMENT FOR ACCESS AND UTILITY SERVICE TO THE LEASE AREA IS DESCRIBED AS:

COMMENCING AT THE SE 1/16 CORNER IN SECTION 6, TOWNSHIP 88 NORTH, RANGE 5 WEST OF THE FIFTH PRINCIPAL MERIDIAN; THENCE N 0°00' 00" E 1298.08 FEET TO THE CENTER EAST 1/16 CORNER OF SAID SECTION 6; THENCE N 0°45' 41" W 600.66 FEET TO THE POINT OF BEGINNING; THENCE N 90°00' 00" W, 90.33 FEET; THENCE S 45°00' 00" W, 214.18 FEET TO JUNCTION POINT "A"; THENCE CONTINUING S 45°00' 00" W, 26.34 FEET TO JUNCTION POINT "B" ON THE NORTHEASTERLY LINE OF THE LEASE AREA WHICH IS THE TERMINUS.
AND,
BEGINNING AT SAID JUNCTION POINT "A" THENCE S 45°00' 00" E, 35.00 FEET TO THE TERMINUS.

LEGAL DESCRIPTION OF PROPOSED LEASE PARCEL

PART OF THE NE 1/4 OF SAID SECTION 6, TOWNSHIP 88 NORTH, RANGE 5 WEST OF THE FIFTH P.M. DELAWARE COUNTY, IOWA IS DESCRIBED AS:

BEGINNING AT SAID JUNCTION POINT "B"; THENCE S 15°00' 00" E 50.00 FEET; THENCE S 75°00' 00" W 50.00 FEET TO JUNCTION POINT "C"; THENCE CONTINUING S 75°00' 00" W, 50.00 FEET; THENCE N 15°00' 00" W, 78.87 FEET TO JUNCTION POINT "D"; THENCE CONTINUING N 15°00' 00" W, 21.13 FEET; THENCE N 75°00' 00" E, 100.00 FEET; THENCE S 15°00' 00" E, 21.13 FEET TO JUNCTION POINT "E"; THENCE CONTINUING S 15°00' 00" E, 28.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,000 SQUARE FEET (0.23 ACRES) MORE OR LESS.

LEGAL DESCRIPTION OF GUY EASEMENTS

THE CENTERLINES OF THREE 30 FOOT WIDE EASEMENTS FOR GUY ANCHORS ARE DESCRIBED AS:

BEGINNING AT SAID JUNCTION POINT "C"; THENCE S 15°00' 00" E, 195.00 FEET TO THE TERMINUS OF SAID EASEMENT;
AND,
BEGINNING AT SAID JUNCTION POINT "D" THENCE N 75°0' 00" W, 187.26 FEET TO THE TERMINUS OF SAID EASEMENT.
AND,
BEGINNING AT SAID JUNCTION POINT "E" THENCE N 45°00' 00" E, 187.26 FEET TO THE TERMINUS OF SAID EASEMENT.

Fence along ROW

Benchmark

UTILITIES INFORMATION

UTILITIES SHOWN FOR REFERENCE ONLY. IOWA LAW REQUIRES AT LEAST 48 HOURS ADVANCE NOTICE BEFORE EXCAVATION BEGINS. NOTIFY IOWA ONE-CALL SERVICE PHONE 1-800-292-8989

SITE ADDRESS (NEAREST): 2267 167th Ave. Manchester, IA 52057
CITY/TOWNSHIP: Milo Twp.
1/4 SEC-TWP-RNG & COUNTY: NE 1/4 Sec. 6-88-5, Delaware County

Survey Performed By:
Abaci Consulting
200 South Main Street
Grimes, IA 50111 Ph. (515)986-5048 FAX. (515)986-0588

Date of Field Work: 2-21-01

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

Mark A. McMurphy 5-16-01

MARK A. MCMURPHY, IOWA LIC. NO. 14674 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31,2002.

ADDITIONAL PAGES CERTIFIED (NONE UNLESS INDICATED HERE) _____

MARK A. McMURPHY LICENSED 14674 IOWA PROFESSIONAL LAND SURVEYOR

ULTING
PH (515)986-5048
FAX(515)986-0588

AMERICAN TOWER CORPORATION
1101 PERIMETER DRIVE
SUITE 206
SCHAUMBURG
ILLINOIS, 60173
PHONE: (847) 910-0016

SITE ACQUITITION CONSULTANTS
655 FIRST BANK DRIVE
PALATINE
ILLINOIS, 60067
PHONE: (847) 991-2100

PROJECT NO:	3329-A
DRAWN BY:	JH & JL
CHECKED BY:	MM

5.18.01	Legal Descrs.

3329-A

GUYED TOWER

JARED

SOUTHWEST CORNER OF U.S. HWY 20 &167TH AVE
MANCHESTER, IA 52057

SHEET TITLE
LEASE SURVEY

SHEET NUMBER
L-1

ABACI DWG. NO:
X100139

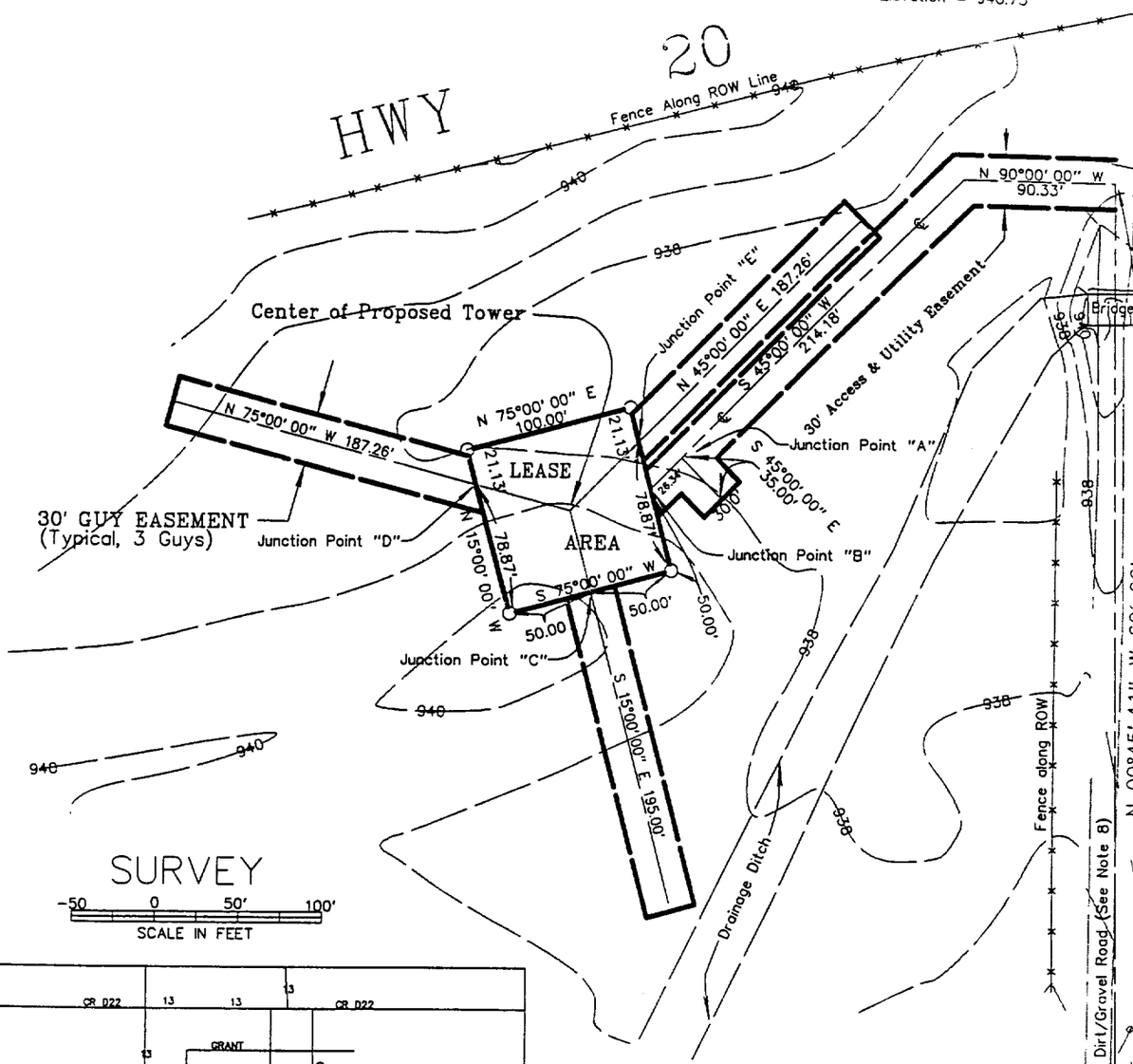
SITE SURVEY

SURVEYED FOR AMERICAN TOWER

PROPRIETOR(S): James & Kelly Jared

GEOGRAPHIC COCRDINATES OF PROPOSED TOWER
LATITUDE: N 42°27' 55.5" (NAD '83)
LONGITUDE: W 91°28' 03.8" (NAD '83)
ELEVATION: 939 FEET (NAVD '88)

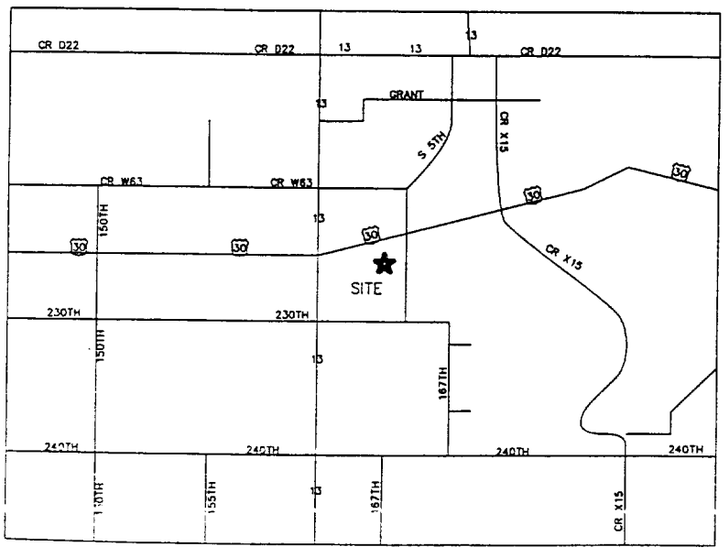
SITE BENCHMARK: Spike in Gate Post
440' SE of Tower
Elevation = 940.73



SURVEY

-50 0 50' 100'

SCALE IN FEET



Center East 1/16 Corner
(Fnd. I. Rod w/ cap 8419)
Sec. 6-88-5

SE 1/16 Corner
Fnd I. Rod w/ cap 8419
Sec. 6-88-5

200 S. Main Street
Grimes, Iowa 50111

ABACI CONS