Recorded: 6/6/2012 at 12:45:46.0 PM
Fee Amount: $52.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2012 PG: 1862

Prepared by and Return to:
American Tower– Anil J. Makhija, Esq.
10 Presidential Way
Woburn, MA 01801
Attn: Parent Parcel Management/Anil J. Makhija, Esq.
ATC Site No: 303447
ATC Site Name: Nieman, IA
Assessor Parcel No(s): 220040000100

Prior Recorded Lease Reference:
Book: 1999 Page: 3607
Document No: _____
State of Iowa
County of Delaware

ATC-127148

MEMORANDUM OF THE FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

This **MEMORANDUM OF LEASE** (this "***Memorandum***") is entered into on the 30th day of April, 2012 by and between **Ralph Nieman and Gary Nieman, Trustee of Bernadine I. Nieman Family Trust, Kevin G. Nieman, and Harold G. Nieman** ("***Lessor***"), and **American Tower Asset Sub, LLC**, a Delaware limited liability company ("***Lessee***").

NOTICE is hereby given of the following described Lease as amended, for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. Lessor is the owner of certain real property located in Delaware County, Iowa, being more particularly depicted or described in **Exhibit A** hereto (the "***Parent Parcel***"); p. 9 and 10

2. **Lease.** Harold G. Nieman and Bernadine I. Nieman, the predecessor in interest to Lessor, and SpectraSite Communications, Inc., the predecessor in interest to Lessee, entered into that certain Option and Ground Lease Agreement dated August 6, 1999 (as amended, the "***Lease***"), whereby the Lessee leases a portion of the Parent Parcel, together with certain easements for access and public utilities and, if applicable, easements for guy wires and guy anchor easements such portion along with such easements also being more particularly depicted or described on Exhibit "A" hereto (collectively, the "***Property***"), a memorandum of which was recorded on October 11, 1999 as Book 1999, Page 3607 in the registry of Delaware County, Iowa.

3. **Expiration Date.** Subject to the terms of the Lease, and assuming the exercise by Lessee of all renewal options currently in the Lease, the final expiration date of the Lease would be October 24, 2044. Notwithstanding the foregoing, in no event shall Lessee be required to exercise any option to renew the term of the Lease.

4. **Property.** The Property in Exhibit A may be replaced by an as-built survey at Lessee's option, accurately depicting the Property and all applicable easements, at which time the description and/or depiction from

the 'as built' survey shall be attached hereto as Exhibit A-1, and shall replace the description of the Property and all applicable easements described and/or depicted in Exhibit A.

5. **Additional Provisions.**

a. Governmental Approvals. Lessor shall fully cooperate with Lessee and Lessee's sublessee's and licensee's efforts to obtain and maintain in effect all governmental approvals. Lessee shall perform all other acts and pay all reasonable expenses required to obtain any approvals deemed necessary by Lessee. Lessor irrevocably authorizes Lessee, Lessee's sublessees and licensees, and their agents to file applications as Lessor's agent with governmental authorities, which applications relate to Lessee and Lessee's sublessees and licensees intended use of the Property, including but not limited to, land use and zoning applications. Lessor agrees not to oppose any requests for such approvals and agrees to execute in a timely manner, but no longer than 15 calendar days after the request therefor, any documentation related to such approvals. Lessor's failure to comply with this provision shall constitute a material breach of the Lease.

b. Right of First Refusal. If Lessor receives an offer or desires to offer to; (i) Sell or convey any interest (including but not limited to leaseholds or easements) in any real property of which the Property is a part or (ii)Assign Lessor's interest in the Lease or any portion thereof to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure or real property interests involving the use of land for wireless telecommunications purposes or any purposes incidental thereto (such person or entity being hereinafter referred to as a "Third Party Aggregator"), Lessee shall have the right of first refusal to purchase the real property or interest being offered by Lessor on the same terms and conditions. Lessee shall give Lessor notice of its intention to purchase the same within 30 days of receipt of Lessor's notice. If Lessee gives no such notice of its intention to purchase same, Lessor may sell the real property or interest to the Third Party Aggregator on the stated terms and price, as long as (i) such sale is made subject to the terms of this Lease and (ii) if such sale does not include the assignment of Lessor's full interest in this Lease, such purchaser covenants, without requiring compensation from Lessee or Lessee's licensee(s) or sublessee(s) to be paid to such purchaser, to perform any obligation of the Lessor under this Lease, including Lessor's obligation to cooperate with Lessee as provided hereunder, which obligation Lessor would no longer have the legal right or ability to perform following such conveyance. Lessee's election not to exercise Lessee's right of first refusal shall not be deemed to be a waiver of this paragraph with respect to any future conveyances or proposed conveyances of the Parent Parcel, Property or all or a portion of the Parent Parcel to a Third Party Aggregator. Notwithstanding anything to the contrary, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Lessor to any prospective purchaser that is not a Third Party Aggregator.

c. Leased Premises Upon Termination of Lease. Within 120 days from the date this Agreement terminates, Lessee shall remove the above ground portions of the Tower Facilities from the Leased Premises and restore the ground surface of the Leased Premises to as nearly as is reasonably possible to its original condition, reasonable wear and tear excepted.

6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States mail, certified, return receipt requested to the address set forth herein. Either party may change its notice address with 30 days written notice. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

If to Lessor: Ralph Nieman and Gary Nieman, TRUSTEES
2380 Hwy 38
Delhi, IA 52223

Kevin G. Nieman

Harold G. Nieman

If to Lessee: American Tower Asset Sub, LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Parent Parcel Management

With copy to: American Tower Asset Sub, LLC
c/o American Tower
116 Huntington Avenue
Boston, MA 02116
Attn: Legal Department

7. **Effect.** This Memorandum is not a complete summary of the terms and conditions contained in the Lease. Provisions in the Memorandum should not be used in interpreting the Lease provisions. In the event of a conflict between this Memorandum and the Lease, the Lease will control.

8. **Trustee Authority**. The undersigned Trustees of the Bernadine I. Nieman Family Trust (the "Trust"), hereby certify as follows:

   a. We are the sole Trustees of the Trust.

   b. The Trust has not been altered, amended or terminated and is still in force and effect.

   c. No beneficiary of the Trust is a minor, a corporation selling all or substantially all of its assets, and no beneficiaries of the Trust are mentally disabled.

   d. All of the beneficiaries of the Trust have authorized us to enter into this Agreement

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Memorandum as of the day first above written.

LESSOR:

Bernadine I. Nieman Family Trust

By: Ralph Nieman
Print Name: Ralph Nieman
Title: Trustee

WITNESSES:

Signature
Print Name: Craig E. Elliott

Signature
Print Name: Mary Lyons

ACKNOWLEDGEMENT

State of Iowa)

County of Jones)

On 2-15-14 before me, Andrew J. McKean (here insert name), a Notary Public, personally appeared Ralph Nieman, Trustee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: Andrew J. McKean
My commission expires: 12-31-14

ANDREW J. McKEAN
Commission Number 168436
My Commission Expires
12-31-14

Site No: 303447
Site Name: Nieman, IA
Parcel ID: 220040000100

LESSOR:

Bernadine I. Nieman Family Trust

By: Gary Nieman
Print Name: Gary Nieman
Title: Trustee

WITNESSES:

Jolene Haas
Signature
Print Name: Jolene Haas

Constance A. McKean
Signature
Print Name: Constance A. McKean

ACKNOWLEDGEMENT

State of IOWA)

County of Delaware)

On Feb 25, 2012 before me, Andrew J. McKean (here insert name), a Notary Public, personally appeared Gary Nieman, Trustee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Andrew J. McKean
Notary Public
Print Name: Andrew J. McKean
My commission expires: 12-31-14

ANDREW J. McKEAN
Commission Number 183486
My Commission Expires
12/31/14

Site No: 303447
Site Name: Nieman, IA
Parcel ID: 220040000100

LESSOR:

By: Ralph Nieman
Print Name: Ralph Nieman
Title: Attorney-In-Fact for Harold G. Nieman

WITNESSES:

Mary Lyons
Signature
Print Name: Mary Lyons

Constance McKean
Signature
Print Name: Constance McKean

ACKNOWLEDGEMENT

State of Iowa)

County of Delaware)

On April 19, 2012 before me, Andrew J McKean (here insert name), a Notary Public, personally appeared Ralph Nieman, AIF for Harold G. Nieman personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Andrew J McKean
Notary Public
Print Name: Andrew J. McKean
My commission expires: 12-31-2014

ANDREW J. McKEAN
Commission Number 189436
My Commission Expires
12/31/14

Site No: 303447
Site Name: Nieman, IA
Parcel ID: 220040000100

LESSOR:

By: Kevin Nieman
Print Name: Kevin G. Nieman
Title:

WITNESSES:

Craig E. Elliott
Signature
Print Name: Craig E. Elliott

Mary Lyons
Signature
Print Name: Mary Lyons

ACKNOWLEDGEMENT

State of IOWA)

County of Jones)

On 2-15-12 before me, Andrew J. McKeen (here insert name), a Notary Public, personally appeared Kevin Nieman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: Andrew J. McKeen
My commission expires: 12-31-14

ANDREW J. McKEEN
Commission Number 169408
My Commission Expires
12/31/14

Site No: 303447
Site Name: Nieman, IA
Parcel ID: 220040000100

LESSEE:

American Tower Asset Sub, LLC
a Delaware limited liability company

By: _____
Print Name: RICHARD ROSSI
Title: Vice President, Contract Management

WITNESSES:

_____
Signature
Print Name: Renee Byrd

_____
Signature
Print Name: ROBA BRYAN

ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On 4/30/12 before me, Nicole C Montgomery (here insert name), a Notary Public, personally appeared Richard Rossi, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: Nicole C Montgomery
My commission expires: 4/22/2016

NICOLE C. MONTGOMERY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 22, 2016

Site No: 303447
Site Name: Nieman, IA
Parcel ID: 220040000100

EXHIBIT A
TO MEMORANDUM OF LEASE

This Exhibit A may be replaced by an As-Built Survey, at Lessee's option, by inserting a new Exhibit A-1 hereto, depicting the Property, Access and Utilities Easements and if applicable, guy wire and guy anchor easements, which Exhibit A-1 shall replace this Exhibit A.

PARENT PARCEL

The Northwest fractional Quarter (NWfr¼) of the Northeast Quarter (NE¼), the Northeast fractional Quarter (NEfr¼) of the Northwest Quarter (NW¼), the North four (4) rods of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) and the North four (4) rods of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section Four (4), Township Eighty Eight (88) North, Range Four (4), West of the Fifth P.M., except that part conveyed to the State of Iowa by Warranty Deed recorded in Book 83 L.D., Pages 255-256, subject to roads and easements of record.

PROPERTY

That part of the Northeast fractional Quarter of the Northwest Quarter of Section 4, Township 88 North, Range 4 West of the 5th P.M., Delaware County, Iowa described as follows:

Commencing as a point of reference at the Northeast corner of said Northeast Quarter of said Section 4;

thence North along the East line of said Northeast Quarter extended Northerly to centerline station 631+79.8 of Primary Road No. U.S. 20;

thence South 87°22' West 3961.9 feet along the centerline of said Primary Road (assumed bearing for this description only) to centerline station 592+17.9, said station being equal to station 1591+72 of a secondary road (245th Avenue);

thence South 11°30' East 121.2 feet along the centerline of said secondary road;

thence North 78°30' East 50.0 feet to a point on the Southerly right-of-way line of said Primary Road, said point being 112 feet Southerly of the centerline of said Primary Road;

thence North 87°22' East 428.0 feet along the Southerly right-of-way line of said Primary Road;

thence South 2°38' East 451.3 feet;

thence South 87°22' West 396.3 feet to a point of intersection with the Easterly right-of-way line of said Secondary Road;

thence North 1°54' West 108.7 feet along said Easterly right-of-way line to a point of curvature, said point being 50 feet in normal distance Easterly of the centerline of said Secondary Road;

thence Northwesterly 248.4 feet along said Easterly right-of-way line and along the arc of a 1482.5 foot radius curve concave Southwesterly (chord North 6°42' West 248.1 feet) to a point of tangency;

thence North 11°30' West 96.4 feet along said Easterly right-of-way line to the point of beginning and containing 4.18 acres more or less.

Site No: 303447
Site Name: Nieman, IA
Parcel ID: 220040000100

EXHIBIT A
TO MEMORANDUM OF LEASE (continued)

ACCESS AND UTILITY EASEMENT

Lessee retains any and all access and utility easement(s) from the Property to the public right of way, including but not limited to the following:

A 25 foot wide access and utility easement on that part of the Northeast fractional Quarter of the Northwest Quarter of Section 4, Township 88 North, Range 4 West of the 5th P.M., Delaware County, Iowa, said easement being centered on the centerline described as follows:

Commencing as a point of reference at the Northeast corner of the Northeast Quarter of said Section 4;

thence North along the East line of said Northeast Quarter extended Northerly to centerline station 631+79.8 of Primary Road No. U.S. 20;

thence South 87°22' West 3961.9 feet along the centerline of said Primary Road (assumed bearing for this description only) to centerline station 592+17.9, said station being equal to station 1591+72 of a secondary road (245th Avenue);

thence South 11°30' East 217.5 feet along the centerline of said secondary road to a point of curvature, said point being station 1589+54.5;

thence Southeasterly along the centerline of said secondary road and along the arc of a 1432.5 foot radius curve concave Southwesterly (chord South 9° 01' East 124.2 feet);

thence North 87°22' East 50.1 feet to a point of intersection with the Easterly right-of-way line of said secondary road, said point being the point of beginning of the centerline herein described;

thence continuing North 87°22' East 98.6 feet;

thence South 2°38' East 50.0 to the end of the herein described centerline;

The sidelines of said 25 foot wide easement are 12.5 feet in perpendicular distance right and left of said centerline and are to be lengthened or shortened in order to begin at the Easterly right-of-way line of said secondary road.

Site No: 303447
Site Name: Nieman, IA
Parcel ID: 220040000100