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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

138-104

DRAFTED BY
AND RETURN TO:
Moss & Barnett (JDL)
4800 Wells Fargo Building
90 South Seventh Street
Minneapolis, MN 55402-4129
(Site Name: **IA12 Colesburg**)
(Prepared by Dawn Wold, Telephone No. (612) 877-5358)

(Space above this line for Recorder's use.)

MEMORANDUM OF LAND LEASE AGREEMENT

THIS MEMORANDUM OF LAND LEASE AGREEMENT is made this 21 day of Nov., 2013, between Mark E. White and Sandra J. White, husband and wife, with a mailing address of 1140 300th Avenue, Colesburg, Iowa 52035, hereinafter referred to as ("LESSOR"), and Midwest Wireless Iowa L.L.C. d/b/a Verizon Wireless, with its address for notice located at 180 Washington Valley Road, Bedminster, New Jersey 07921, 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 Nov. 21, 2013, for an initial term of five (5) years, commencing on the Commencement Date. 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 six (6) months prior to the end of the then current term. If at the end of the fourth (4th) five (5) year extension term the Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, the Agreement shall continue in force upon the same covenants, terms ~~and conditions for a further term of five (5) years and for five (5) year terms thereafter~~ until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term.

2. Pursuant to the Agreement, LESSOR leased to LESSEE a portion of that certain real property (the entirety of LESSOR's property is referred to hereinafter as the "Property") located near the intersection of 300th Avenue and Highway 3 in the City of Colesburg,

County of Delaware, State of Iowa, and being legally described on Exhibit "A" attached hereto, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a right-of-way extending from the nearest public right-of-way, 300th Avenue, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space. In the event any public utility is unable to use the aforementioned rights-of-way, LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

3. The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if the date installation commences falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date").

4. LESSEE has the right of first refusal to purchase the Property during the initial term and all renewal terms of the Agreement.

5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the heirs, personal representative, successors and assigns of LESSOR and LESSEE.

Signatures on following page

The remainder of this page intentionally left blank

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:

Mark E. White

Date: 8-11-13

Sandra J. White

Date: 8-11-13

LESSEE:

Midwest Wireless Iowa L.L.C.
d/b/a Verizon Wireless
By Alltel Communications, LLC
Its Managing Member

By: _____
Lynn Ramsey
Its: Area Vice President Network

Date: 11/21/13

Acknowledgments on following page

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ACKNOWLEDGMENTS
LESSOR ACKNOWLEDGMENT

STATE OF IOWA)
) ss.
COUNTY OF Delaware)

On this 11th day of August, 2013, before me, a Notary Public, personally appeared Mark E. White, to me known, to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Jeanette K. Thein
Signature

Title: Notary Public

NOTARIAL SEAL IOWA
JEANETTE K. THEIN
COMMISSION NUMBER 139384
My Comm. Exp. 5-1-16

STATE OF IOWA)
) ss.
COUNTY OF Delaware)

On this 11th day of August, 2013, before me, a Notary Public, personally appeared Sandra J. White, to me known, to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Jeanette K. Thein
Signature

Title: Notary Public

NOTARIAL SEAL IOWA
JEANETTE K. THEIN
COMMISSION NUMBER 139384
My Comm. Exp. 5-1-16

LESSEE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 21 day of Nov., 2013, before me, the undersigned, a Notary Public in and for the State of Illinois, duly commissioned and sworn, personally appeared Lynn Ramsey, to me known to be the Area Vice President Network of Alltel * d/b/a Verizon Wireless, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Midwest ** 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.

Official Seal
Ann Goldstein
Notary Public State of Illinois
My Commission Expires 05/21/2014

Print or Type Name: Ann Goldstein
Notary Public in and for the State of Illinois
My appointment expires: _____

*Communications, LLC, the Managing Member of Midwest Wireless Iowa L.L.C.

**Wireless Iowa L.L.C.

Exhibit "A"

(Legal Description) **Page 1 of 1**

The Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Four (4) and the South one-half (S1/2) of the Southeast Quarter (SE1/4) of Section Five (5), Township Ninety (90) North, Range Three (3), West of the Fifth P.M.