Recorded: 7/23/2014 at 8:31:15.0 AM
Fee Amount: $67.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2014 PG: 1785

Entered for taxation 24 day
of July AD 2014
Carla K Beaver Auditor
By A Rowe Deputy

Prepared by and Return to:
Attorney Matthew Kwasman, Land Management
Site No.: 51219
Site Name: Masonville (IA)
c/o American Tower
10 Presidential Way
Woburn, MA 01801

Legal Description on Page 11, 12 & 13

(Recorder's Use Above this Line)

STATE OF IOWA

Assessor's Parcel No.: 270-06-00-012-00

COUNTY OF DELAWARE

EASEMENT AND ASSIGNMENT AGREEMENT

This Easement Agreement ("***Agreement***") dated as of June 14th, 2014 (the "***Effective Date***"), by and between **Charles L. Ankrom** and **Carol Ann Ankrom**, husband and wife (collectively, "***Grantor***") and **American Towers LLC**, a Delaware limited liability company ("***Grantee***").

BACKGROUND

Grantor is the owner of the real property described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "***Premises***"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

AGREEMENTS

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easements. Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants, bargains, sells, transfers and conveys to Grantee, its successors and/or assigns: (i) a perpetual, exclusive easement (the "***Exclusive Easement***") in and to that portion of the Premises more particularly described on **Exhibit "B"** attached hereto and by this reference made a part hereof (the "***Exclusive Easement Area***"); and (ii) a perpetual, non-exclusive easement (the "***Access and Utility Easement***"; the Exclusive Easement and Access and Utility Easement, collectively, the "***Easements***") in and to that portion of the Premises more particularly described on **Exhibit "C"** attached hereto and by this reference made a part hereof (the "***Access and Utility Easement Area***"; the Access and Utility Easement Area and Exclusive Easement Area, collectively, the "***Easement Areas***"). The Easement Areas shall be used for the purposes set forth herein and shall expressly include that portion of the Premises upon which any of Grantee's fixtures, structures, equipment or other personal property are located as of the date of this Agreement.

2. Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any portion of the Easement Areas for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming any interest under them.

4. Duration. The duration of this Agreement and the Easements granted herein (the "***Term***") shall be perpetual, unless Grantee provides written, recordable notice of Grantee's intent to terminate this Agreement and the Easements described herein, in which event this Agreement, the Easements, and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. For the avoidance of doubt, Grantee may, in its sole and absolute discretion, unilaterally terminate this Agreement, the Easements, and all of Grantee's obligations hereunder without the approval of or consent of Grantor as provided in the immediately preceding sentence. In the event that the use of the Easements is abandoned by Grantee, or its successors, then Grantor, or its successors, may terminate the Easements by providing legally sufficient evidence of such abandonment, and following such termination all right and title to the land constituting the Easements shall revert back to Grantor. Abandonment shall be deemed to have occurred if neither Grantee nor any of its affiliates, customers, tenants, subtenants, employees or agents utilize (such use shall be construed broadly to include, but not be limited to, use of the tower for the broadcast and receipt of telecommunications signals, maintenance of the tower or the equipment located on the Exclusive Easement, or maintenance and/or upkeep of the Easements) the tower site or facilities in any manner for a consecutive period of ten (10) years, and, following the expiration of such 10 year period, do not respond within forty-five (45) days of Grantee's receipt of written notice from Grantor. Notwithstanding anything to the contrary contained herein, within 180 days of the termination of the Agreement as provided in this section, Grantee shall remove all of its communications equipment and other personal property from the Exclusive Easement Area, including the removal of any foundation to one (1) foot below grade, but not including underground utilities, if any, and shall restore, subject to the condemnation provisions set forth herein, the Exclusive Easement Area to its original condition, reasonable wear and tear excepted.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneously with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term.

6. Use of Easement Areas.

a. Exclusive Easement. The Exclusive Easement Area may be used by Grantee and any of its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the "***Permitted Parties***") for the purposes of installing, constructing, maintaining, operating, modifying, repairing and/or replacing improvements, equipment, structures, fixtures, antennae and other personal property as Grantee may deem necessary or appropriate, which may be located on or in the Exclusive Easement Area from time to time, for the facilitation of communications and other related uses. Any such property, including any equipment, structures, fixtures and other personal property currently on or in the Exclusive Easement Area, shall not be deemed to be part of the Premises, but instead shall remain the property of Grantee or the applicable Permitted Parties. At any time during the Term, Grantee and/or any applicable Permitted Parties may remove their equipment, structures, fixtures and other personal property from the Easement Areas. Grantee may make, without the consent or approval of Grantor, any improvements, alterations or modifications to the Exclusive Easement Area as are deemed appropriate by Grantee, in its sole and absolute discretion. Grantee shall have the unrestricted and exclusive right, exercisable without the consent or approval of Grantor, to lease, sublease, license, or sublicense any portion of the Exclusive Easement Area, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement Area for any reason and shall not disturb Grantee's nor any Permitted Parties' right to use the Exclusive Easement Area in any manner. Grantee may construct a fence around all or any part of the Exclusive Easement Area and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement Area.

b. Access and Utility Easement. The Access and Utility Easement shall be used by Grantee and the Permitted Parties for pedestrian and vehicular (including trucks) ingress and egress to and from the Exclusive Easement Area at all times during the Term on a seven (7) days a week, twenty-four (24) hours per day basis. Grantee shall have the non-exclusive right to construct, reconstruct, add, install, improve, enlarge, operate, maintain and remove overhead and underground utilities, including, without limitation, electric, water, gas, sewer, telephone, fiber and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, or under the Access and Utility

Easement Area in order to connect the same to utility lines located in a publicly dedicated right of way. Notwithstanding the foregoing, Grantor shall not in any manner prevent, disturb, and/or limit access to the Access and Utility Easement Area or use of the Access and Utility Easement by Grantee or any of the Permitted Parties, and Grantor shall not utilize the Access and Utility Easement Area in any manner that interferes with Grantee's or any of the Permitted Parties' use of such area as expressly provided herein. In the event the Access and Utility Easement Area cannot, does not, or will not fully accommodate the access and utility needs of the Grantee during the Term, or if it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement Area are not encompassed within the description of the Access and Utility Easement Area as set forth herein, Grantor and Grantee agree to amend the description of the Access and Utility Easement Area provided herein to include the description of such areas and/or to relocate the Access and Utility Easement, for no additional consideration, and to create a revised legal description for the Access and Utility Easement Area that will reflect such relocation. The Access and Utility Easement and the rights granted herein with respect to the same shall be assignable by Grantee to any public or private utility company to further effect this provision without the consent or approval of Grantor.

7. Assignment. Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent or approval of, or notice to, Grantor, including, but not limited to, an affiliate of Grantee. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all of its obligations, duties and liabilities hereunder.

8. Covenants; Representations; Warranties.

a. Grantor hereby represents and warrants to Grantee the following: (i) Grantor is the owner in fee simple of the Easement Areas, free and clear of all liens and encumbrances; (ii) Grantor has the full authority and power to enter into and perform its obligations under this Agreement, and, to the extent applicable, the person or persons executing this Agreement on behalf of Grantor have the authority to enter into and deliver this Agreement on behalf of Grantor; (iii) to Grantor's knowledge, there is no condemnation proceeding pending or threatened against all or any portion of the Premises; (iv) no claim, litigation, proceeding, or investigation is pending or, to Grantor's knowledge, threatened against Grantor or all or any portion of the Premises that could affect Grantee's use of the Easement Areas as contemplated herein; (v) Grantor has not filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors or suffered the appointment of a receiver to take possession of substantially all of its assets; (vi) to Grantor's knowledge, the Premises is in compliance with all applicable laws, ordinances and regulations, including those governing Hazardous Materials (as defined below); (vii) to Grantor's knowledge, there is no proceeding pending or threatened to change the zoning status of the Premises; (viii) Grantor is not indebted to any party, including, without limitation, any local or state or the federal government for which a lien or claim of lien has been or could be asserted against the all or any portion of the Premises; (ix) there are no leases, written or oral, affecting all or any portion of the Easement Areas, except for any agreements entered into between Grantee or its affiliates and third parties; (x) the Easement Areas do not constitute or form a part of Grantor's homestead, or, in the event that the Easement Areas are located upon homestead property, then Grantor's spouse (if applicable) shall join in the execution of this Agreement; (xi) Grantor has paid all taxes, assessments, charges, fees, levies, impositions and other amounts relating to the Premises due and payable prior to the Effective Date; and (xii) Grantee shall peaceably and quietly hold, exercise, and enjoy the Easements during the Term without any hindrance, molestation or ejection by any party whomsoever.

b. During the Term, Grantor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Premises, including the Easement Areas. Grantee hereby agrees to reimburse Grantor for any personal property taxes in addition to any increase in real property taxes levied against the Premises, to the extent both are directly attributable to Grantee's improvements on the Easements (but not, however, taxes or other assessments attributable to periods prior to the date of this Agreement), provided, however, that Grantor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Grantee) of such personal property taxes or real property tax increase to Grantee along with proof of payment of same by Grantor. Anything to the contrary notwithstanding, Grantee shall not be obligated to reimburse Grantor for any applicable taxes unless Grantor requests such reimbursement within one (1) year after the date such taxes became due. Grantor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Grantee from time to time. Subject to the requirements set forth in this Section, Grantee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Grantor. Grantee shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Grantee. If Grantor fails to pay

when due any taxes affecting the Premises as required herein, Grantee shall have the right, but not the obligation, to pay such taxes on Grantor's behalf and: (i) deduct the full amount of any such taxes paid by Grantee on Grantor's behalf from any future payments required to be made by Grantee to Grantor hereunder; (ii) and demand reimbursement from Grantor, which reimbursement payment Grantor shall make within ten (10) days of such demand by Grantee; and/or (iii) collect from Grantor any such tax payments made by Grantee on Grantor's behalf by any lawful means.

c. Without Grantee's prior written consent, which consent may be withheld or conditioned in Grantee's sole and absolute discretion, Grantor shall not (i) cause any portion of the Easement Areas to be legally or otherwise subdivided from any master tract of which it is currently a part, or (ii) cause any portion of the Easement Areas to be separately assessed for tax purposes.

d. Grantor shall not suffer, grant, create, transfer, or convey (or cause to be suffered, granted, created, transferred, or conveyed) any claim, lien, encumbrance, easement, interest, restriction or other charge or exception to title to the Easement Areas or any other portion of the Premises that would adversely affect Grantee's use of the Easement Areas as contemplated herein.

e. Grantor shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any Environmental Laws (as defined below). As used herein, "***Hazardous Materials***" shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Premises. As used herein, "***Environmental Laws***" shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Premises, which govern Hazardous Materials.

f. Grantee shall not use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Easement Areas in violation of any Environmental Laws.

g. Grantor hereby agrees to and does indemnify and shall defend and hold harmless Grantee and its officers, directors, shareholders, agents, contractors, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein.

h. The representations, warranties, covenants, agreements, and indemnities contained in this section shall survive the execution and delivery of this Agreement indefinitely.

9. Non-Disturbance. During the Term, Grantor will not improve or alter the Premises or grant, convey, transfer, or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to any portion of the Premises if the same would interfere with, disturb, limit, or impair Grantee's permitted use of the Easement Areas. Grantor hereby acknowledges that Grantee and the Permitted Parties are currently utilizing the Exclusive Easement Area for the purpose of transmitting and receiving communication signals, including, but not limited to, wireless telecommunications signals. Grantor and Grantee recognize and acknowledge that Grantee's use of the Easement Areas set forth in this Agreement would be materially frustrated if the communications signals were blocked or otherwise interfered with, or if access and/or utilities to and from the Exclusive Easement Area were inhibited, even if temporarily. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing and shall promptly undertake any remedial action necessary to comply with the terms and provisions of this Section. Grantee shall have the express right, among others, to seek an injunction to prevent any of the activities prohibited by this Section.

10. Grantee's Securitization Rights; Estoppel. Grantor consents to the granting by Grantee of a lien and security interest in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to and lying within the Exclusive Easement Area and further consents to the exercise by Grantee's mortgagee ("***Grantee's Mortgagee***") of its rights of foreclosure with respect to any lien or security interest. Provided that Grantee gives Grantor written notice of any such mortgagee, Grantor shall recognize Grantee's Mortgagee as "Grantee" hereunder in the event Grantee's Mortgagee exercises its right of foreclosure. Grantor further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Grantee or Grantee's Mortgagee.

11. 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 addresses set forth below:

To Grantee:	American Towers LLC c/o American Tower 10 Presidential Way Woburn, MA 01801	To Grantor:	Charles Ankrom and Carol Ann Ankrom 2275 110th Avenue Masonville, IA 50654
With copy to:	American Towers LLC c/o American Tower 116 Huntington Avenue Boston, MA 02116 Attn: Legal Department		

Grantor or Grantee, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

12. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall automatically be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

13. Miscellaneous. This Agreement shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Agreement. This Agreement and any other documents executed in connection herewith , constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this Agreement. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the parties hereto.

14. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee in this Agreement, or in any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantor or Grantee.

15. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.

16. Severability. Should any part or provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect and this Agreement shall be construed as if such part or provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the parties shall execute a reasonably acceptable ground lease between Grantor, as landlord, and Grantee, as tenant (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth herein. The parties agree that no

additional consideration shall be paid to Grantor for entering into such a lease and said lease must (a) expressly provide that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the leased premises or to permit sublessees or licensees to utilize the non-exclusive easement for access and utilities, (b) be for a term of ninety-nine (99) years, or as long as permitted by applicable law.

17. Attorney's Fees. If there is any legal action or proceeding between Grantor and Grantee arising from or based on this Agreement, the non-prevailing party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, actually incurred by such prevailing party in connection with such proceeding and in any appeal in related thereto. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

18. Zoning. To the extent any improvements in, on, or within the Exclusive Easement Area do not meet zoning or other land-use requirements, or to the extent such improvements may otherwise have to be relocated, Grantor hereby consents to the reasonable relocation of such improvements to accommodate such requirements. Grantor hereby agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement Area and the Access and Utility Easement Area that will accommodate the requirements for any relocated tower, including its access and utility needs. Grantor hereby covenants and agrees that (a) neither Grantor nor any affiliate of Grantor shall at any time oppose in any manner (whether at a formal hearing, in written documentation, or otherwise) any zoning, land use or building permit application of Grantee and (b) Grantor shall promptly cooperate with Grantee in making application for and/or otherwise obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easement Areas.

19. Assignment of Ground Lease. The parties hereby acknowledge and agree that the Premises is currently subject to that certain Site Ground Lease Agreement dated July 20, 2001, as amended by that certain First Amendment to Site Ground Lease Agreement dated July 20, 2001, as further amended by that certain Second Amendment to Site Ground Lease Agreement dated October 27, 2009, as amended from time to time (collectively, the "***Lease***"), as evidenced by that certain memorandum of lease recorded in the records of Delaware County, Iowa. Grantor hereby acknowledges and agrees that there currently exists no default under the Lease, and no conditions that, with the passage of time, would constitute a default under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee all of Grantor's rights, title and interests in, to, and/or under the Lease, including, without limitation, all rents and other monies due to Grantor under the Lease from and after the Effective Date, and Grantee hereby accepts and assumes all of the obligations which are the responsibility of the landlord under the Lease from and after the Effective Date. Grantor hereby releases and forever remises Grantee from all claims arising under the Lease. Grantor hereby indemnifies and holds Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) which are actually asserted, instituted, assessed, incurred, and/or sustained against or by Grantee and/or the Permitted Parties with respect to or in connection with matters arising or accruing under the Lease prior to the Effective Date. Grantee hereby indemnifies and holds Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) which are actually asserted, instituted, assessed, incurred, and/or sustained against or by Grantor with respect to or in connection with matters arising or accruing under the Lease from and after the Effective Date.

20. Further Acts; Attorney-In-Fact. Grantor, at Grantee's sole cost and expense, shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may be reasonably required to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor attorney-in-fact coupled with an interest to prepare, execute, deliver, and submit land-use, building permit and zoning applications related to Grantee's permitted use of the Easement Areas, on behalf of Grantor, to federal, state and local governmental authorities.

21. Survey. Grantee may elect, at Grantee's expense, to cause a boundary, as-built or similar survey of all or any portion of the Easement Areas (the "***Survey***") to be prepared by a surveyor duly licensed under the laws of the state in which the Premises is located. Grantor further agrees that upon written notice from Grantee to Grantor, Grantee may elect, in Grantee's sole and absolute discretion, to replace Exhibit B and Exhibit C with a revised Exhibit B and Exhibit C

depicting and/or describing the Exclusive Easement Area and Access and Utility Easement Area, as applicable, in accordance with the Survey prepared at Grantee's election.

22. Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR, AND GRANTOR AND GRANTEE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

23. Condemnation. In the event Grantor receives notification of any condemnation proceeding affecting the Easement Areas, or any portion thereof, Grantor shall provide notice of the proceeding to Grantee within forty-eight (48) hours. If a condemning authority takes all of the Easement Areas, or any portion thereof, Grantee shall be entitled to pursue Grantee's own award in the condemnation proceeds, which for Grantee will include, where applicable, the value of its communications facility, moving expenses, consideration paid to Grantor for the Easements, and business dislocation expenses.

[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

GRANTOR:

Charles L. Ankrom and **Carol Ann Ankrom**
husband and wife

Signature: Charles L Ankrom
By: Charles L. Ankrom
Date: 5/29/14

WITNESSES:

Signature: JAnn Heffernan
Print Name: JoAnn Heffernan

Signature: Colleen Meyer
Print Name: Colleen Meyer

Acknowledgment

GRANTOR

State/Commonwealth of Iowa)
) ss:
County of Delaware)

On this the 29 day of May 2014, before me, the undersigned Notary Public, personally appeared Charles L. Ankrom, 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Tammy M. Eibey
Notary Public
My Commission Expires: 7-2-16

NOTARIAL SEAL IOWA
TAMMY M. EIBEY
Commission Number 779193
My Comm. Exp. 7-2-2016
(Seal)

[signatures continue on the following page]

Site No: 51219
Site Name: Masonville (IA)

GRANTOR:

Charles L. Ankrom and **Carol Ann Ankrom**
husband and wife

Signature: Carol Ann Ankrom
By: Carol Ann Ankrom
Date: 5-29-14

WITNESSES:

Signature: JoAnn McGeorge
Print Name: JoAnn McGeorge

Signature: Colleen Meyer
Print Name: Colleen Meyer

Acknowledgment

GRANTOR

State/Commonwealth of Iowa)
) ss:
County of Delaware)

On this the 29 day of May 2014 before me, the undersigned Notary Public, personally appeared Carol Ann Ankrom, 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Tammy M. Eibey
Notary Public
My Commission Expires: 7-2-16

TAMMY M. EIBEY
Commission Number 779193
My Comm. Exp. 7-2-2016

{Seal}

[signatures continue on the following page]

GRANTEE:

American Towers LLC
a Delaware limited liability company

Signature: _____
By: Edward P. Maggio, Jr.
Its: Senior Counsel, US Tower
Date: 6/19/14

WITNESSES:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Acknowledgement

GRANTEE

Commonwealth of Massachusetts

County of Middlesex

On this the 19th day of June 2014, before me, the undersigned Notary Public, personally appeared Edward P Maggio Jr, 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 which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Nicole C Montgomery
Notary Public
My Commission Expires: 4/22/2016 {Seal}

Attachments:
Exhibit "A" – Premises
Exhibit "B" – Exclusive Easement
Exhibit "C" – Access and Utility Easement

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

Site No: 51219
Site Name: Masonville (IA)

Exhibit "A" – Premises

This Exhibit A may be replaced by descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Premises

The Premises consists of the entire legal taxable lot owned by Grantor as described in a deed (or deeds) to Grantor of which the Exclusive Easement is a part thereof with such Premises being situated in the County of Delaware, State of Iowa, being known as Delaware County APN: 270-06-00-012-00, and being better described as the following:

The Southwest Quarter (SW¼) of the Southeast Quarter (SE¼) of Section Five (5); the South one-half (S½) of the Southwest Quarter (SW¼) of Section Five (5); the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Six (6), except that portion of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of said Section Six (6), described as commencing at the North-east corner of the Southeast Quarter (SE¼) of the South-east Quarter (SE¼), thence West three hundred (300.0) feet along the line fence, thence South one hundred sixty (160.0) feet, thence East three hundred (300.0) feet to the East line of said Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), thence North along said East line one hundred sixty (160.0) feet to the point of beginning; all in Township Eighty Eight (88) North, Range Six (6) West Of the Fifth P.M.

Less and Except:

Parcel A part of the SW1/4-SW1/4 of Section 5, T88N, R6W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 2010, Page 2120.

[Conveyed out in Book 2010, Page 3917]

Parcel ID #: 270060001200

This being the same property conveyed to Charles L. Ankrom and Carol Ann Ankrom, husband and wife, in Book 120, Page 209.

Property Commonly Known As: **2295 110th Avenue Masonville, IA 50654**

Exhibit "B" – Exclusive Easement

This Exhibit B may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Exclusive Easement, and if applicable, guy wire and guy anchor easements

The Exclusive Easement Area is comprised of approximately 10,000 square feet of land, more or less, located within the Premises, which is better described by the following:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 6, T88N, R6W OF THE 5TH P.M., DELAWARE COUNTY, IOWA; THENCE NORTH 00°00'00" EAST, 156.69 FEET; THENCE NORTH 90°00'00" WEST, 300.00 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" WEST, 28.87 FEET, TO JUNCTION POINT "B"; THENCE CONTINUING SOUTH 00°00'00" WEST, 21.13 FEET; THENCE NORTH 90°00'00" WEST, 100.00 FEET; THENCE NORTH 00°00'00" EAST, 21.13 FEET, TO JUNCTION POINT "C", THENCE CONTINUING NORTH 00°00'00" EAST, 78.87 FEET; THENCE NORTH 90°00'00" EAST, 50.00 FEET, TO JUNCTION POINT "D"; THENCE CONTINUING NORTH 90°00'00" EAST, 50.00 FEET; THENCE SOUTH 00°00'00" WEST, 50.00 FEET, TO THE POINT OF BEGINNING CONTAINING 10,000 SQUARE FEET (0.23 AC.) MORE OR LESS

and

LEGAL DESCRIPTION OF GUY EASEMENTS

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

BEGINNING AT JUNCTION POINT "B"; THENCE SOUTH 60°00'00" EAST, 187.26 FEET, TO THE TERMINUS

AND

BEGINNING AT JUNCTION POINT "C"; THENCE SOUTH 60°00'00" WEST, 187.26 FEET, TO THE TERMINUS

AND

BEGINNING AT JUNCTION POINT "D"; THENCE NORTH 00°00'00" WEST, 195.00 FEET, TO THE TERMINUS

Exhibit "C" – Access and Utility Easement

This Exhibit C may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Access and Utilities Easements

All existing utility and access easements from Exclusive Easement to public right of way including but not limited to the following:

THE CENTERLINE OF A 30 FOOT WIDE EASEMENT FOR ACCESS AND UTILITY SERVICE TO THE PROPOSED LEASE AREA IS DESCRIBED AS:
COMMENCING AT THE SOUTHEAST CORNER OF SECTION 6, T88N, R6W OF THE 5TH P.M., DELAWARE COUNTY, IOWA; THENCE NORTH 00°00'00" EAST, 156.69 FEET; THENCE NORTH 90°00'00" WEST, 50.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 90°00'00" WEST, 215.00 FEET, TO JUNCTION POINT "A"; THENCE CONTINUING NORTH 90°00'00" WEST, 35.00 FEET, TO THE TERMINUS, WHICH IS THE EAST LINE OF THE PROPOSED LEASE AREA.
AND
BEGINNING AT JUNCTION POINT "A"; THENCE NORTH 00°00'00" EAST, 35.00 FEET