Book 2015 Page 1803

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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

~~Prepared by and Return to:~~
American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Christopher Flammer, Esq.
ATC Site No: 51195
ATC Site Name: Gift Edge, IA
Assessor's Parcel No(s): 190-31-00-013-00

(X) AFTER RECORDING, PLEASE RETURN TO:
Fidelity National Title Group
7130 Glen Forest Dr., Ste. 300
Richmond, VA 23226
Attn: _____

Legal Description on Page 6 and 7

State of Iowa
County of Delaware

**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "***Memorandum***") is entered into on the 19 day of June, 2015 by and between **Keith A. Hunt and Deborah M. Hunt, husband and wife** ("***Landlord***") and **American Towers LLC**, a Delaware limited liability company ("***Tenant***").

**NOTICE** is hereby given of the Lease (as defined and described below) 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. **Parent Parcel and Lease**. Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Ground Lease Agreement, dated June 28, 2001 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "***Lease***"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary ofcertain easements for access and public utilities and, if applicable, easements for guy wires and guy anchors, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "***Leased Premises***"), which Leased Premises is also described on **Exhibit A**.

2. **Expiration Date**. Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be August 12, 2061. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

3. **Leased Premises Description**. Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

21119570

Site No: 51195
Site Name: Gift Edge, IA

MOLAM002

4. **Right of First Refusal**. There is a right of first refusal in the Lease.

5. **Effect/Miscellaneous**. This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

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 addresses set forth herein; To Landlord at: 2853 218th Street, Earlville, IA 52041, To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, 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.

7. **Counterparts.** This Memorandum may be executed in multiple 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.

8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

*[SIGNATURES FOLLOW ON NEXT PAGE]*

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

**LANDLORD**

Signature: Keith A. Hunt
Print Name: Keith A. Hunt
Date: 5-16-15

**2 WITNESSES**

Signature: Deborah Hunt
Print Name: Deborah Hunt

Signature: Elaine mary Diesburg
Print Name: Elaine Mary Diesburg

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of Iowa

County of Dearborn

On this 16th day of May, 2015, before me, the undersigned Notary Public, personally appeared Keith A. Hunt, who 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.

Elaine mary Diesburg
Notary Public
Print Name: Elaine mary Diesburg
My commission expires: 1-19-2016

ELAINE MARY DIESBURG
Commission Number 177512
My Commission Expires
1-19-2016

[SEAL]

*[SIGNATURES CONTINUE ON NEXT PAGE]*

**LANDLORD**

Signature: Deborah M. Hunt
Print Name: Deborah M. Hunt
Date: 5-16-15

**2 WITNESSES**

Signature: Keith L. Hunt
Print Name: Keith L. Hunt

Signature: Elaine Mary Diesburg
Print Name: Elaine Mary Diesburg

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of Iowa

County of Delaware

On this 16th day of May, 2015, before me, the undersigned Notary Public, personally appeared Deborah M. Hunt, who 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.

Elaine-mary Diesburg
Notary Public
Print Name: Elaine mary Diesburg
My commission expires: 1-19-2016.

ELAINE MARY DIESBURG
Commission Number 177512
My Commission Expires
1-19-2016.

[SEAL]

*[SIGNATURES CONTINUE ON NEXT PAGE]*

**TENANT**

**American Towers LLC**
a Delaware limited liability company

Signature: _____
Print Name: Shawn Lanier
Title: Vice President - Legal
Date: 6-19-2015

**WITNESS**

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this 19 day of June, 2015, before me, the undersigned Notary Public, personally appeared Shawn Lanier, VP-Legal, who 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.

CHRISTINA F. ORMOND
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 25, 2017

WITNESS my hand and official seal.

_____
Notary Public
Print Name: Christina F. Ormond
My commission expires: 8/25/17

[SEAL]

## EXHIBIT A

*This Exhibit A may be replaced at Tenant's option as described below*

### PARENT PARCEL

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Delaware, State of Iowa, and being known as
Delaware County APN: 190-31-00-013-00.

**The Southeast Quarter (SE ¼) of Section 31, Township 89 North, Range 3 West of the 5th P. M. (Except that part of the SW ¼ of the SE ¼ described as commencing at the Southwest corner of the SW ¼ of the SE ¼ , thence East 607.6 feet along the South line of the SE ¼ to the point of beginning, thence East 220.0 feet along the South line of the SE ¼ , thence North 165.0 feet, thence West 220.0 feet, thence South 165.0 feet to the point of beginning). The South line of the SE ¼ is assumed to bear due East and West.**

**Less and Except:**

**Parcel B part of the Northwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter all in Section 31, Township 89 North, Range 3, West of the 5th P.M., Delaware County, Iowa, according to plat recorded in Book 2000, Page 2600 of the records of the Delaware County Recorder.**

### LEASED PREMISES

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and, if applicable, easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

**This instrument is being filed as an accomodation only. It has not been examined as to it's execution, insure-ability or affect on title.**

EXHIBIT A (Continued)

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 31, T89N, R3W OF THE 5TH P.M., DELAWARE COUNTY, IOWA; THENCE NORTH 90°00'00" WEST, 20.00 FEET, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE NORTH 00°00'00" EAST, 333.00 FEET; THENCE NORTH 90°00'00" WEST, 71.43 FEET, TO JUNCTION POINT "A"; THENCE CONTINUING NORTH 90° 00'00" WEST, 35.00 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" WEST, 50.00 FEET; THENCE NORTH 90°00'00" WEST, 21.13 FEET, TO JUNCTION POINT "B"; THENCE CONTINUING NORTH 90°00'00" WEST, 78.87 FEET; THENCE NORTH 00°00'00" EAST, 50.00 FEET, TO JUNCTION POINT "C"; THENCE CONTINUING NORTH 00°00'00" EAST, 50.00 FEET; THENCE NORTH 90°00'00" EAST, 78.87 FEET, TO JUNCTION POINT "D"; THENCE CONTIINUING NORTH 90°00'00" EAST, 21.13 FEET; THENCE SOUTH 00°00'00" WEST, TO THE POINT OF BEGINNING CONTAINING 10,000 SQUARE FEET (0.32 AC.) MORE OR LESS.

AND:

THE CENTERLINES OF THREE 30 FOOT WIDE EASEMENT FOR GUY ANCHORS ARE DESCRIBED AS:
BEGINNING AT JUNCTION POINT "B"; THENCE SOUTH 30°00'00" EAST, 187.26 FEET, TO THE TERMINUS
AND
BEGINNING AT JUNCTION POINT "C"; THENCE NORTH 90°00'00" WEST, 195.00 FEET, TO THE TERMINUS
AND
BEGINNING AT JUNCTION POINT "D"; THENCE NORTH 30°00'00" EAST, 187.26 FEET, TO THE TERMINUS

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

THE CENTERLINE OF A 30 FOOT WIDE EASEMENT FOR ACCESS AND UTILITY SERVICE TO THE PROPOSED LEASE AREA DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 31, T89N, R3W OF 5TH P.M., DELAWARE COUNTY, IOWA; THENCE NORTH 90°00'00" WEST, 20.00 FEET; THENCE NORTH 00°00'00" EAST, 33.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°00'00" EAST, 300.00 FEET; THENCE NORTH 90°00'00" WEST, 106.43 FEET, TO THE EAST LINE OF THE LEASE PARCEL
AND
BEGINNING AT JUNCTION POINT "A"; THENCE NORTH 00°00'00" EAST, 35.00 FEET