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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by and
After recording return to:

GINSBERG JACOBS LLC
300 South Wacker Drive, Suite 2750
Chicago, Illinois 60606
Telephone: 312.660.9611
Attention: Steven F. Ginsberg
(Site Name: IA12 DT Manchester)

Grantor: See Next Page
Grantee: See Next Page
Legal Description: See Exhibit A
Parcel ID: 631294406200

Memorandum of Building and Rooftop Lease Agreement

(Document starts on next page)

Prepared by and upon recording
Please return to:

Ginsberg Jacobs LLC
300 South Wacker Drive
Suite 2750
Chicago, Illinois 60606
Attn: Steven F. Ginsberg, Esq.
(Site Name: IA12 DT Manchester)

MEMORANDUM OF BUILDING AND ROOFTOP LEASE AGREEMENT

12th day of May, 2017 This Memorandum of BUILDING AND ROOFTOP LEASE AGREEMENT is made this between the City of Manchester, with its principal offices located at 208 East Main Street, Manchester, Iowa 52057 hereinafter designated LESSOR and Alltel Communications, LLC d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated 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 Lease Agreement (the "Agreement") on May 12 2017 for an initial term of five (5) years, commencing on the Commencement Date. The Building and Rooftop Lease Agreement shall automatically be extended for three (3) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

2. LESSOR hereby leases to LESSEE approximately one hundred eight (108) square feet of space (the "Floor Space") and approximately two hundred fifty six (256) square feet on the roof (the "Rooftop Space") of the building (the "Building") located at 208 East Main Street, Manchester, Iowa 52057, the underlying real property of which is legally described in Exhibit "A" attached hereto and made a part hereof (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment; together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); together with such additional space within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Floor Space, Rooftop Space and Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to

and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Floor Space, Rooftop Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit "B" attached hereto and made a part hereof. In the event there are not sufficient electric and telephone utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LESSOR.

3. The Commencement Date of the Agreement, of which this is a Memorandum, is set forth in the Agreement.

4. LESSEE has the right of first refusal as relates to the grant to a third party by easement or other instrument an interest in that Premises for the purposes of managing Lessor's interest in the communications facility operate by LESSEE.

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 respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[Signature Page Follows]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

LESSOR:

City of Manchester

By: Timothy J. Vick

Name: Timothy J. Vick

Its: City Manager

Date: 10-14-2016

LESSEE:

Alltel Communications, LLC
d/b/a Verizon Wireless

By:

Its: James R. Martin
Director - Network Field Engineering

Date: 5-10-17

STATE OF Iowa)
)
COUNTY OF Delaware)

LESSOR ACKNOWLEDGEMENT

I, Laura Thomas, a Notary Public for said County and State, do hereby certify that Timothy J. Vick personally came before me this day and acknowledged that s/he is the City Manager of the City of Manchester, a _____, and s/he, being authorized to do so, executed the foregoing **MEMORANDUM OF LEASE AGREEMENT** as his/her own act and deed on behalf of the City of Manchester.

WITNESS my hand and official Notarial Seal, this 14th day of October, 2016

Laura K Thomas
Notary Public

My Commission Expires:
8-26-2017

LAURA K. THOMAS
Commission Number 718135
My Commission Expires
August 26, 2017

LESSEE ACKNOWLEDGMENT

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, before me, _____ a Notary Public, personally appeared Phillip French who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public

EXHIBIT A

Legal Description of Property

West 60 feet of Lot 136 in Manchester, Delaware County, Iowa

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which the certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF MINNESOTA

COUNTY OF HENNEPIN

On May 12, 2017 before me, Susan Blixrud, a Notary Public, personally appeared James R. Martin who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Minnesota that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

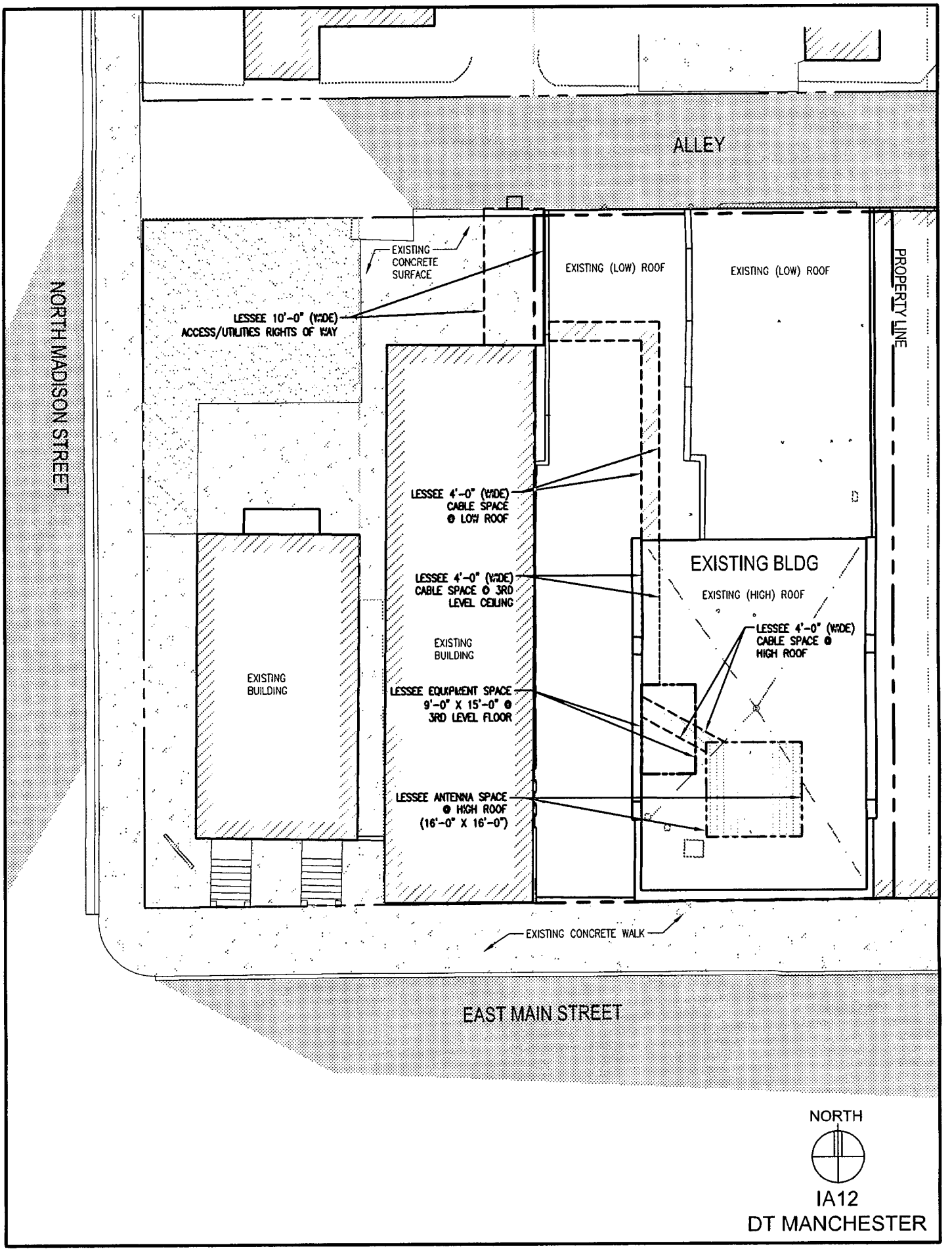
Susan Blixrud
Signature of Notary Public

SUSAN BLIXRUD
NOTARY PUBLIC
MINNESOTA
My Commission Expires January 31, 2020

Place Notary Seal Above

EXHIBIT B

(See Attached Site Plan)



IA12
DT MANCHESTER