Recorded: 1/22/2018 at 8:44:12.0 AM
Fee Amount: $52.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2018 PG: 169

Type of Document: Memorandum of Lease

Return To: Fidelity National Title, 7130 Glen Forest Dr, Ste 300 Richmond VA 23226

Dated: 12/28/2017

Prepared By: **American Tower**
10 Presidential Way
Woburn, MA 01801
Ph# 781-926-4552

Grantor address: Daniel C. Deutmeyer and Heidi J. Deutmeyer
2129 332nd Ave
Dyersville, IA 52040

Grantee address: Alltel Communications, LLC dba Verizon Wireless
180 Washington Valley Rd
Bedminster NJ 07921

See attached Exhibit A :
The Southeast quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section Thirty Five (35), and the South One Half (S ½) of the Northwest quarter (NW ¼) of Section Thirty Six (36), Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M.

Prepared by and Return to:
American Tower ph# 781-926-4552
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Alexandra A. Nichols, Esq.
ATC Site No: 417859
ATC Site Name: Dyersville (MWW) IA
Assessor's Parcel No(s): 180-35-00-014-00
& 180-35-00-014-10 & 180-36-00-008-00

Prior Recorded Lease Reference:
Book 2000, Page 1422
Document No: _____
State of Iowa
County of Delaware

MEMORANDUM OF LEASE

This Memorandum of Lease (the "***Memorandum***") is entered into on the 28th day of December, 2017 by and between **Daniel C. Deutmeyer and Heidi J. Deutmeyer,** husband and wife ("***Landlord***") and **Alltel Communications, LLC d/b/a Verizon Wireless** ("***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 Ground Lease dated February 1, 2000 (as the same may have been amended from time to time, collectively, the "***Lease***"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain 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 portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Leased Premises***"), which Leased Premises is also described on **Exhibit A**.

2. **American Tower**. Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("***American Tower***"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "***POA***") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.

3. **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 January 31, 2070. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any

option to renew the term of the Lease.

4. **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.

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

6. **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.

7. **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: 2129 332ND AVE, DYERSVILLE, IA 52040; To Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also 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.

8. **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.

9. **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 COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

Signature: _____
Print Name: **Daniel C. Deutmeyer**
Date: 9-12-2017

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Iowa

County of Dubuque

On this 12 day of September, 2017, before me, Christina Ludwig the undersigned Notary Public, personally appeared **Daniel C. Deutmeyer,** 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.

Christina Ludwig
Notary Public
Print Name: Christina Ludwig
My commission expires: May 12, 2018

[SEAL]

NOTARIAL SEAL IOWA
CHRISTINA LUDWIG
Commission Number 789942
My Commission Expires
May 12, 2018

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: 417859
VZW Site No: 200771
Site Name: Dyersville (MWW) IA

LANDLORD

Signature: Heidi J. Deutmeyer
Print Name: **Heidi J. Deutmeyer**
Date: 9-12-17

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Iowa

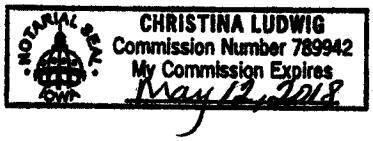
County of Dubuque

On this 12 day of September, 2017, before me, Christina Ludwig the undersigned Notary Public, personally appeared **Heidi J. Deutmeyer**, 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.

Christina Ludwig
Notary Public
Print Name: Christina Ludwig
My commission expires: May 12, 2018

[SEAL]



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

Alltel Communications, LLC d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____
Print Name: Shawn Lanier
Title: Vice President - Legal
Date: 12-28-2017

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 28 day of December, 2017, before me, the undersigned Notary Public, personally appeared Shawn Lanier, 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.

Jeremy Mallin
Notary Public, Commonwealth of Massachusetts
My Commission Expires May 17, 2024

_____
Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

ATC Site No: 417859
VZW Site No: 200771
Site Name: Dyersville (MWW) IA

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:

The Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Thirty Five (35), and the South one-half (S1/2) of the Northwest Quarter (NW1/4) of Section Thirty Six (36) except that part of the Southeast Quarter (SE1/4) of said Northwest Quarter (NW1/4) described as commencing at the center of said Section Thirty Six (36) and running thence North 89 39' West two hundred Sixty (260) feet, thence North one hundred sixty nine (169) feet, thence South 88 30' East two hundred sixty and one-tenth (260.1) feet, thence South along the East line of said Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) one hundred sixty three and eight-tenths (163.8) feet to the point of beginning, all in Township Eighty Nine (89) North, Range Three (3), West of the Fifth P.M.

Being situated in Delaware County, State of Iowa, Parcel Numbers: 180350001400 and 180350001410

EXHIBIT A (CONTINUED)

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 (and Tenant's customers') existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 89 NORTH, RANGE 3 WEST OF THE 5TH P.M., DELAWARE COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (E-1/4) CORNER OF SECTION 35, TOWNSHIP 89 NORTH, RANGE 3, WEST OF THE 5TH PRINCIPAL MERIDIAN; THENCE NORTH 01°43'25" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE-1/4) OF SAID SECTION 35, 567.15 FEET: THENCE SOUTH 88°16'35" WEST 128.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°16'35' WEST 540.00 FEET; THENCE SOUTH 01°43'25" EAST 500.00 FEET; THENCE NORTH 88°16'35" EAST 540.00 FEET; THENCE NORTH 01°43'25" WEST 500.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT A (CONTINUED)

ACCESS AND UTILITIES

Access Easement

The access easements include all easements of record as well as that portion of the Parent Parcel described below.

A TRACT OF LAND BEING PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 89 NORTH, RANGE 3 WEST OF THE 5TH PRINCIPAL MERIDIAN, AND PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 89 NORTH, RANGE 3 WEST OF THE 5TH PRINCIPAL MERIDIAN, ALL IN DELAWARE COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND ALUMINUM TAB AT THE EAST QUARTER CORNER OF SAID SECTION 35; THENCE ALONG THE EAST LINE OF SAID SECTION 35, NORTH 01 DEGREE 43 MINUTES 25 SECONDS WEST, A DISTANCE OF 567.15 FEET; THENCE SOUTH 88 DEGREES 16 MINUTES 35 SECONDS WEST, A DISTANCE OF 361.66 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREES 49 MINUTES 00 SECONDS WEST, A DISTANCE OF 37.25 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 198.55 FEET, A CHORD BEARING NORTH 08 DEGREES 00 MINUTES 42 SECONDS EAST, A CHORD LENGTH OF 77.03 FEET, AND AN ARC DISTANCE OF 77.52 FEET; THENCE NORTH 16 DEGREES 55 MINUTES 32 SECONDS EAST, A DISTANCE OF 77.18 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 145.04 FEET, A CHORD BEARING OF NORTH 36 DEGREES 55 MINUTES 42 SECONDS EAST, A CHORD LENGTH OF 104.63 FEET, AND AN ARC DISTANCE OF 107.04 FEET; THENCE NORTH 61 DEGREES 07 MINUTES 32 SECONDS EAST, A DISTANCE OF 222.33 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 282.95 FEET, A CHORD BEARING OF NORTH 73 DEGREES 08 MINUTES 50 SECONDS EAST, A CHORD LENGTH OF 78.50 FEET, AND AN ARC DISTANCE OF 78.76 FEET; THENCE NORTH 87 DEGREES 22 MINUTES 55 SECONDS EAST, A DISTANCE OF 2040.55 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF100.00 FEET, A CHORD BEARING OF SOUTH 48 DEGREES 30 MINUTES 58 SECONDS EAST, A CHORD LENGTH OF 125.30 FEET, AND AN ARC DISTANCE OF 135.41 FEET; THENCE ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 160.00 FEET, A CHORD BEARING SOUTH 48 DEGREES 14 MINUTES 10 SECONDS EAST, A CHORD DISTANCE OF 221.62 FEET, AND AN ARC LENGTH OF 244.81 FEET; THENCE NORTH 87 DEGREES 56 MINUTES 43 SECONDS EAST, A DISTANCE OF 257.82 FEET; THENCE NORTH 02 DEGREES 05 MINUTES 10 SECONDS WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 43 SECONDS WEST, A DISTANCE OF 257.85 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 140.00, A CHORD BEARING NORTH 48 DEGREES 13 MINUTES 42 SECONDS WEST, A CHORD DISTANCE OF 193.89 FEET, AND AN ARC LENGTH OF 214.17 FEET; THENCE ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, A CHORD BEARING OF NORTH 48 DEGREES 30 MINUTES 57 SECONDS WEST, A CHORD DISTANCE OF 153.14 FEET, AND AN ARC LENGTH OF 166.08 FEET; THENCE SOUTH 87 DEGREES 22 MINUTES 55 SECONDS WEST, A DISTANCE OF 2041.62 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 302.95 FEET, A CHORD BEARING OF SOUTH 73 DEGREES 11 MINUTES 04 SECONDS WEST, A CHORD LENGTH OF 85.86 FEET, AND AN ARC DISTANCE OF 86.15 FEET; THENCE SOUTH 61 DEGREES 07 MINUTES 32 SECONDS WEST, A DISTANCE OF 223.54 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 165.04 FEET, A CHORD BEARING OF SOUTH 37 DEGREES 03 MINUTES 34 SECONDS WEST, A CHORD LENGTH OF 119.38 FEET, AND AN ARC DISTANCE OF 122.14 FEET; THENCE SOUTH 16 DEGREES 55 MINUTES 32 SECONDS WEST, A DISTANCE OF 76.60 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 218.55 FEET, A CHORD BEARING OF SOUTH 07 DEGREES 59 MINUTES 25 SECONDS WEST, A CHORD LENGTH OF 84.15 FEET, AND AN ARC DISTANCE OF 84.68 FEET; THENCE SOUTH 01 DEGREE 49 MINUTES 00 SECONDS EAST, A DISTANCE OF 36.99 FEET; THENCE NORTH 88 DEGREES 16 MINUTES 35 SECONDS EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 65,868 SQUARE FEET, OR 1.51 ACRES, MORE OR LESS.

EXHIBIT A (CONTINUED)

ACCESS AND UTILITIES (CONTINUED)

Utility Easement

The utility easements include all easements of record as well as that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for utility purposes from the Leased Premises to a public right of way, including but not limited to the portion of the Parent Parcel described below.

Part of the Southeast Quarter of the Northeast Quarter of Section 35, Township 89 North Range 3 West of the 5th Principal Meridian, and part of the South Half of the Northwest Quarter of Section 36, Township 89 North Range 3 West of the 5th Principal Meridian, all in Delaware County, Iowa described as follows:

Beginning at the East Quarter Corner of Section 35, Township 89 North, Range 3 West of the 5th Principal Meridian; thence N 88°25'05" E along the South line of the Northwest Quarter of Section 36, Township 89 North, Range 3 West of the 5th Principal Meridian, 2569.99 feet to the West right of way of 332nd Avenue; thence N 2°05'10" W, along said West right of way, 20.0 feet; thence S89°24'15" W, 2839.08 feet; thence N 10°28'25" W, 47.73 feet; thence S88°16'35" W, 20.24 feet; thence S 10°28'25" E, 67.97 feet to the South line of the Northeast Quarter of said Section 35; thence N 88°16'20" E, along said South line, 286.38 feet to the Point of Beginning.

RECEIVED
JAN 12 2018
BY .....

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