Recorded: 9/9/2020 at 9:02:02.0 AM
County Recording Fee: $42.00
Iowa E-Filing Fee: $3.00
Combined Fee: $45.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2020 PG: 3076

Prepared by and Return to:
American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Alexander T. Maur, Esq.
ATC Site No: 303447
ATC Site Name: Nieman
Assessor's Parcel No(s): 220040000100 and 220040000109

Prior Recorded Lease Reference:
Book 2012, Page 1862
State of Iowa
County of Delaware

MEMORANDUM OF LEASE

This Memorandum of Lease (the "***Memorandum***") is entered into on the 12th day of August, 2020 by and between **Kevin G. Nieman and Melissa A. Nieman,** a husband and wife, ("***Landlord***") and **American Tower Asset Sub, 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 Option and Ground Lease Agreement, dated August 6, 1999 (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 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. **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 October 24, 2074. 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.

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: 2380 Hwy 38, Delhi, IA 5222, 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

Kevin G. Nieman,

Signature: Kevin G Nieman
Print Name: **Kevin G. Nieman**
Date: 5-28-2020

2 WITNESSES

Signature: Linda Jay
Print Name: Linda Jay

Signature: Debra L. Ott
Print Name: Debra L. Ott

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Iowa

County of Delaware

On this 28th day of May, 2020, before me, the undersigned Notary Public, personally appeared **Kevin G. Nieman**, 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.

Cynthia L. Orr
Notary Public
Print Name: Cynthia L. Orr
My commission expires: 10-6-2020

CYNTHIA L. ORR
Commission Number [illegible]
My Commission Expires
OCTOBER 6, 2020

[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

LANDLORD

Melissa A. Nieman,

Signature: Melissa A. Nieman
Print Name: **Melissa A. Nieman**
Date: 5/28/2020

2 WITNESSES

Signature: Linda Jay
Print Name: Linda Jay

Signature: Debra L. Ott
Print Name: Debra L. Ott

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Iowa

County of Delaware

On this 28th day of May 2020, 202___, before me, the undersigned Notary Public, personally appeared **Melissa A. Nieman**, 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.

Cynthia L. Orr
Notary Public
Print Name: Cynthia L Orr
My commission expires: 10-6-2020

CYNTHIA L. ORR
Commission Number 171430
MY COMMISSION EXPIRES
OCTOBER 6, 2020

[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT

American Tower Asset Sub, LLC,
a Delaware limited liability company

Signature: _____
Print Name: Carol Maxime
Title: Senior Counsel, US Tower
Date: 8/12/2020

WITNESSES

Signature: _____
Print Name: Gina Nguyen

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 12th day of August, 2020, before me, the undersigned Notary Public, personally appeared Carol Maxime, Senior counsel, 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.

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

BichNgoc Gina Thi Nguyen
MY COMM. EXPIRES APRIL 25, 2025
[SEAL]
NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS

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 Northwest fractional Quarter (NWfr¼) of the Northeast Quarter (NE¼), the Northeast fractional Quarter (NEfr¼) of the Northwest Quarter (NW¼), the North four (4) rods of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) and the North four (4) rods of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section Four (4), Township Eighty Eight (88) North, Range Four (4), West of the Fifth P.M., except that party conveyed to the State of Iowa by Warranty Deed recorded in Book 83 L.D., Page 255-256, subject to roads and easements of record.

And being known as Delaware County, Iowa parcels: 220040000100 and 220040000109.

EXHIBIT A (cont.)

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.

That part of the Northeast fractional Quarter of the Northwest Quarter of
Section 4, Township 88 North, Range 4 West of the 5th P.M., Delaware County, Iowa described as follows:

Commencing as a point of reference at the Northeast corner of said Northeast
Quarter of said Section 4;

thence North along the East line of said Northeast Quarter extended Northerly to centerline station 631+79.8 of Primary Road No. U.S. 20;

thence South 87°22' West 3961.9 feet along the centerline of said Primary Road (assumed bearing for this description only) to centerline station 592+17.9, said station being equal to station 1591+72 of a secondary road (245th Avenue);

thence South 11°30' East 121.2 feet along the centerline of said secondary road;

thence North 78°30' East 50.0 feet to a point on the Southerly right-of-way line of said Primary Road, said point being 112 feet Southerly of the centerline of said Primary Road;

thence North 87°22' East 428.0 feet along the Southerly right-of-way line of said Primary Road;

thence South 2°38' East 451.3 feet;

thence South 87°22' West 396.3 feet to a point of intersection with the Easterly right-of-way line of said Secondary Road;

thence North 1°54' West 108.7 feet along said Easterly right-of-way line to a point of curvature, said point being 50 feet in normal distance Easterly of the centerline of said Secondary Road;

thence Northwesterly 248.4 feet along said Easterly right-of-way line and along the arc of a 1482.5 foot radius curve concave Southwesterly (chord North 6°42' West 248.1 feet) to a point of tangency;

thence North 11°30' West 96.4 feet along said Easterly right-of-way line to the point of beginning and containing 4.18 acres more or less.

EXHIBIT A (cont.)

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, including but not limited to:

A 25 foot wide access and utility easement on that part of the Northeast fractional Quarter of the Northwest Quarter of Section 4, Township 88 North, Range 4 West of the 5th P.M., Delaware County, Iowa, said easement being centered on the centerline described as follows:

Commencing as a point of reference at the Northeast corner of the Northeast Quarter of said Section 4;

thence North along the East line of said Northeast Quarter extended Northerly to centerline station 631+79.8 of Primary Road No. U.S. 20;

thence South 87°22' West 3961.9 feet along the centerline of said Primary Road (assumed bearing for this description only) to centerline station 592+17.9, said station being equal to station 1591+72 of a secondary road (245th Avenue);

thence South 11°30' East 217.5 feet along the centerline of said secondary road to a point of curvature, said point being station 1589+54.5;

thence Southeasterly along the centerline of said secondary road and along the arc of a 1432.5 foot radius curve concave Southwesterly (chord South 9° 01' East 124.2 feet);

thence North 87°22' East 50.1 feet to a point of intersection with the Easterly right-of-way line of said secondary road, said point being the point of beginning of the centerline herein described;

thence continuing North 87°22' East 98.6 feet;

thence South 2°38' East 50.0 to the end of the herein described centerline;

The sidelines of said 25 foot wide easement are 12.5 feet in perpendicular distance right and left of said centerline and are to be lengthened or shortened in order to begin at the Easterly right-of-way line of said secondary road.