

BK: 2023 PG: 1749  
Recorded: 7/27/2023 at 3:33:20.0 PM  
Pages 4  
County Recording Fee: \$22.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$25.00  
Revenue Tax:  
BRANDY L. MACUMBER, RECORDER  
Madison County, Iowa

**Prepared by and Return to:**

American Tower  
Attn: Land Management/Karla Disla, Esq.  
10 Presidential Way  
Woburn, MA 01801, **Ph.: 781-926-4500**  
Assessor's Parcel No(s): 030012946000000 and 030012946090100

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**RESOLUTION AND CONSENT AFFIDAVIT**

**PAJH LLC**, an Iowa limited liability company

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **RSA 7 Limited Partnership d/b/a Verizon Wireless** (the "**Tenant**") pursuant to that certain Option And Land Lease Agreement dated December 18, 2007 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the

ATC Site No: 420606  
VZW Site No: 258366  
Site Name: IA07 Badger Creek IA

Amendment and other Transaction Documents have been completed.

14. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and Affiants have the full authority to execute any and all of the Transaction Documents on behalf of Landlord and to nominate individuals to act on Landlord's behalf.
15. The Affiants hereby nominate the below listed individual (the "**Nominee**") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the "Transaction Documents"), on behalf of Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

NOMINEE: (Print Name)  
(Address)

Perry J. Hilzendeger  
35249 Old Portland Rd  
Van Meter, IA 50261

16. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.
17. Affiants hereby acknowledge and agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.
18. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 1**

**2 WITNESSES**

Signature: [Handwritten Signature]  
Print Name: Ruby J. Hiltzender  
Date: 4/21/2023

Signature: [Handwritten Signature]  
Print Name: Emily Petersen

Signature: [Handwritten Signature]  
Print Name: Cindy Metzger

Title: (circle one) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:  
50 %

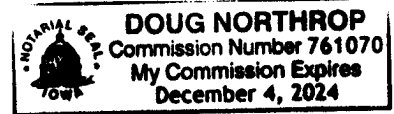
**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of Iowa  
County of Polk

On this 21<sup>st</sup> day of April, 2023, before me, the undersigned Notary Public, personally appeared Ruby J. Hiltzender, 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.

[Handwritten Signature]  
Notary Public  
Print Name: Doug Northrop  
My commission expires: December 4, 2024



[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 2**

**2 WITNESSES**

Signature: *Patricia A. Hiltzendege*  
Print Name: Patricia A. Hiltzendege  
Date: 4/21/2023

Signature: *Emily Petersen*  
Print Name: Emily Petersen

Signature: *Cindy Metzger*  
Print Name: Cindy Metzger

Title: (circle one) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:  
50 %

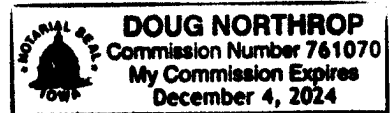
**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of Iowa  
County of Polk

On this 21<sup>st</sup> day of April, 2023, before me, the undersigned Notary Public, personally appeared Patricia A. Hiltzendege, 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.

*Doug Northrop*  
Notary Public  
Print Name: Doug Northrop  
My commission expires: December 4, 2024



[SEAL]