

**BK: 2018 PG: 2883**  
**Recorded: 9/6/2018 at 10:19:06.0 AM**  
**Fee Amount: \$37.00**  
**Revenue Tax:**  
**LISA SMITH RECORDER**  
**Madison County, Iowa**

**Type of Document:** Assignment and Assumption of Ground Lease

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

**Dated:** 08/23/2018

**Prepared By:** SBA Towers X, LLC, *Elizabeth T. Chace*  
8051 Congress Ave  
Boca Raton, FL 33487  
Ph# 561-981-9917

**Grantor address:** Central Iowa Wireless Co.  
105 West Harrison,  
P O Box 269  
Jefferson, IA 50129

**Grantee address:** SBA Towers X, LLC  
8051 Congress Ave  
Boca Raton, FL 33487

See attached Exhibit A : Part of the Northwest quarter of the Southwest quarter of Section 26, Township 76 North, Range 27 West of the 5<sup>th</sup> P.M.

**Instrument Prepared By:**

SBA Towers X, LLC  
Elizabeth T. Chace  
8051 Congress Avenue  
Boca Raton, FL 33487  
(561) 981-9917

**Upon Recording Return to:**

SBA Towers X, LLC  
Attn: Ericka Hill  
8051 Congress Avenue  
Boca Raton, FL 33487  
(561) 226-9583  
**SBA Site ID: IA22688-A, Quarry Trail – 182**  
**Parcel No.: 400072664013000**

**ASSIGNMENT AND ASSUMPTION OF GROUND LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Ground Lease Assignment") is made and entered into as of this 23<sup>rd</sup> day of August, 2018 ("Transfer Date"), by CENTRAL IOWA WIRELESS CO., an Iowa corporation, with an address at 105 West Harrison, P.O. Box 269, Jefferson, IA 50129 ("Assignor"), and SBA TOWERS X, LLC, a Delaware limited liability company, having an address at 8051 Congress Avenue, Boca Raton, FL 33487, Attn.: Thomas P. Hunt, Executive Vice President, Fax Number (561) 989-2941 ("Assignee").

**RECITALS**

A. On the 22<sup>nd</sup> day of February, 2005, Terry L. Waddingham and Carla Waddingham, husband and wife ("Ground Lessor"), as landlord, and Assignor, as successor in interest to Iowa Wireless Services, LLC, d/b/a i wireless, as tenant, entered into that certain Site Lease with Option (collectively with all amendments, modifications, renewals, substitutions, extensions, and replacements thereto and thereof, as applicable, the "Ground Lease") for that certain parcel of real property ("Real Property") located in Winterset, County of Madison, State of Iowa, which Real

Property is more particularly described on Exhibit "A" attached hereto. In connection with the Ground Lease, Ground Lessor and Assignor recorded a Memorandum of Lease in Book 2005, Page 3932, in the County Recorder's Office of Madison County, Iowa (the "County"), and an Extension of and Amendment to Lease in Book 2018, Page 1990 in the County.

B. Pursuant to that certain Purchase and Sale Agreement dated as of the 5<sup>th</sup> day of July, 2018 ("Purchase and Sale Agreement"), by and between Assignor and Assignee, Assignor has, among other things, agreed to assign all its right, title and interest in and to the Ground Lease to Assignee and to sell and convey to Assignee all of its right, title and interest in the improvements thereon, including all communications towers or monopoles on the Real Property. All capitalized terms not otherwise defined in this Ground Lease Assignment shall have the meaning ascribed thereto in the Purchase and Sale Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained in this Ground Lease Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. RECITALS. The recitals set forth above are incorporated herein and made a part hereof and are true and correct.

2. ASSIGNMENT. As of the Transfer Date, Assignor hereby irrevocably and absolutely assigns and transfers to Assignee, for itself and for its successors and assigns, all of Assignor's right, title, claim and interest in, to and under the Ground Lease. To the extent not in conflict with the Purchase and Sale Agreement dated July 5, 2018 between Assignor and Assignee which controls, Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, representatives, parents, subsidiaries, employees, attorneys, shareholders, and past, present and future directors and officers, from and against, and upon demand, reimburse Assignee for any claim, damage, loss, liability, obligation, demand, defense, judgment, penalty, suit, proceeding, disbursement, cost and expense, including, without limitation, reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), which may be imposed upon, asserted against or incurred or paid by Assignee by reason of, arising out of or in any way related to the Ground Lease prior to the Transfer Date or which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

3. ACCEPTANCE OF ASSIGNMENT. Assignee as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assignor's obligations under the Ground Lease which arise or relate to the period after the Transfer Date. To the extent not in conflict with the Purchase and Sale Agreement dated July 5, 2018 between Assignor and Assignee which controls, Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Ground Lease on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

4. APPURTENANCES, EASEMENTS, AND IMPROVEMENTS. Assignor hereby grants, bargains, assigns and sells to Assignee, its successors and assigns forever, all of Assignor's right, title, claim and interest in and to (i) all Appurtenant Property relating to the Real Property, (ii) all Easements benefiting the Real Property, (iii) all Improvements constructed on the Real Property or the Easements, and (iv) any and all non-disturbance agreements, subordination, non-disturbance & attornment agreements and all similar agreements benefitting Assignor and/or the Ground Lease.

5. REPRESENTATIONS AND WARRANTIES BY ASSIGNOR. Assignor hereby represents and warrants to Assignee that Assignor is the sole owner of the entire leasehold interest in the Real Property. Neither the Ground Lease nor any interest therein has been assigned to any individual or entity (other than Assignee). No other ground lease or option or commitment to lease affecting the Real Property presently exists.

6. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Ground Lease Assignment occurred or shall occur in Greene County, Iowa. Any civil action or legal proceeding arising out of or relating to this Ground Lease Assignment shall be brought in the courts of record of the State of Iowa in Greene County. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail, as provided in this Ground Lease Assignment, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

7. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration between Assignor and Assignee arising out of this Ground Lease Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and costs at both trial and appellate levels.

8. BINDING EFFECT. This Ground Lease Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

9. GOVERNING LAW. This Ground Lease Assignment will be governed by and construed in accordance with the internal laws of the State of Iowa without regard to principles of conflicts of laws.

10. COUNTERPARTS. This Ground Lease Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

THIS GROUND LEASE ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

**EXECUTION PAGES FOLLOW**

Witnesses:

ASSIGNOR:

**CENTRAL IOWA WIRELESS CO.,**  
an Iowa corporation

[Signature]  
Print Name: Robert A. Larson

By: [Signature]  
Name: James L. Daubendiek  
Title: CEO

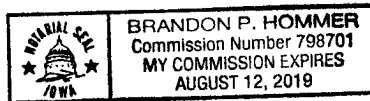
[Signature]  
Print Name: John A. Gerken

STATE OF IOWA  
COUNTY OF Greene

On this 22 day of August, 2018, before me, a Notary Public, in and for said county, personally appeared JAMES L. DAUBENDIEK, to me personally known, who being by me duly sworn did say that that person the is the CEO of said CENTRAL IOWA WIRELESS CO., an Iowa corporation, and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said JAMES L. DAUBENDIEK acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

[Signature]  
NOTARY PUBLIC  
Print Name: Brandon P. Hommer

My commission expires: 8/12/2019



Witnesses:

Tracy Hadley  
Print Name: Tracy Hadley

Ericka Hill  
Print Name: Ericka Hill

ASSIGNEE:

**SBA TOWERS X, LLC,**  
a Delaware limited liability company

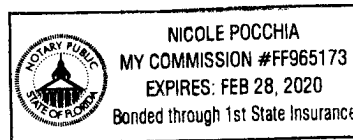
By: [Signature]  
Name: Neil Seidman  
Title: Senior Vice President

STATE OF FLORIDA  
COUNTY OF PALM BEACH

On this 23<sup>rd</sup> day of August, 2018, before me, a Notary Public, in and for said county, personally appeared NEIL SEIDMAN, to me personally known, who being by me duly sworn did say that that person is the Senior Vice President of said SBA TOWERS X, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of the said company by authority of its managers/members and the said NEIL SEIDMAN acknowledged the execution of said instrument to be the voluntary act and deed of said company by it voluntarily executed.

Nicole Pocchia  
NOTARY PUBLIC  
Print Name: Nicole Pocchia

My commission expires: 2/28/2020



**EXHIBIT "A"**

**Real Property**

**IA22688-A, Quarry Trail – 182**

That part of the Northwest Quarter of the Southwest Quarter of Section 26, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, described as follows:

Commencing at the northwest corner of the Northwest Quarter of the Southwest Quarter of Section 26; Thence South 00°34'32" East (bearings referenced to Astronomic North) for 564.90 feet along the west line of the said Northwest Quarter of the Southwest Quarter of Section 26; Thence North 89°25'28" East for 348.78 feet to the TRUE POINT OF BEGINNING; Thence North 89°36'44" East for 300.00 feet; Thence South 00°23'16" East for 300.00 feet; Thence South 89°36'44" West for 300.00 feet; Thence North 00°23'16" West for 300 feet to the Point of Beginning.

(Contains 90,000 square feet)

**Ingress/Egress & Utility**

A permanent easement twenty five foot (25') in width for ingress/egress and the installation and maintenance of utilities over part of the Northwest Quarter of the Southwest Quarter of Section 26, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, the center-line of which is described as follows:

Commencing at the northwest corner of the Northwest Quarter of the Southwest Quarter of Section 26; Thence South 00°34'32" East (bearings referenced to Astronomic North) for 955.37 feet along the west line of the said Northwest Quarter of the Southwest Quarter of Section 26; Thence North 89°25'28" East for 589.49 feet to the north right of way line of Iowa State Highway 92, the centerline of said easement and the TRUE POINT OF BEGINNING; Thence North 10°07'48" West for 91.00 feet to the south line of a telecommunications tower lease parcel and the Point of Terminus, said point falls South 89°36'37" West for 73.42 feet from the southeast corner of said lease parcel.