

BK: 2022 PG: 2235
Recorded: 7/28/2022 at 11:28:55.0 AM
Pages 15
County Recording Fee: \$77.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$80.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

Prepared by: Moss & Barnett (AAD)

150 South Fifth Street

Minneapolis, MN 55402

(Site Name: IA07 East Peru)

Parcel Id. No. 700150246010000

Legal Description on Page 8

FORM 5147 (7-2019)

Return to: Donna M. Reinarz, Telephone No. (612) 877-5336

NON-DISTURBANCE, SUBORDINATION AND ATTORNMENT AGREEMENT

This Non-Disturbance, Subordination and Attornment Agreement (this "**Agreement**"), dated as of July 13, 2022, is made and entered into by and between, RSA 7 Limited Partnership d/b/a Verizon Wireless, a Iowa limited partnership, with its address for notice located at 180 Washington Valley Road, Bedminster, New Jersey 07921, and its successors and assigns ("**Grantee**") and Farm Credit Services of America, FLCA ("**Lender**") pertaining to certain property owned by Paul J. Hollingsworth and Catherine K. Hollingsworth, trustees of the Hollingsworth Family Living Trust dated April 3, 2020, (the "Property Owner").

RECITALS

In support of this Agreement, the parties hereby recite and state as follows:

- A. Property Owner and Grantee, will enter into a Land Lease Agreement to be signed on or about July 13, 2022, (the 'Facility Agreement') a memorandum of which is to be recorded in the records of Madison County, Iowa on the real property described on attached Exhibit A, incorporated herein by this reference (the 'Property'). The executed and recorded Memorandum of Land Lease Agreement will be in substantially the same form and substance as the document attached as Exhibit B.
- B. Property Owner and Lender have entered into agreements and/or Property Owner has given to Lender promissory notes (the "Loans") secured by a Mortgage or Trust Deed, or other

security instrument (the "Mortgage/Trust Deed") recorded at Book 2020, Page 1153 on April 3, 2020 in the records of Madison County, IOWA that is a lien on the Property;

- C. Grantee has requested that Lender agree not to disturb any rights of Grantee under the Facility Agreement with respect to the Property if Lender forecloses or exercises their rights under a power of sale of the Mortgage/Trust Deed; and
- D. Lender is willing to agree to Grantees request on the terms and conditions set forth in this Agreement, which include a subordination of interests by Grantee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Lender covenants and agrees with Grantee that, provided (i) the Facility Agreement is in full force and effect and (ii) no default exists under the Facility Agreement beyond the applicable grace period, Grantee's right to possession of the Property, and the terms and provisions of the Facility Agreement, shall not be affected or disturbed by Lender in the exercise of any of its rights under the Mortgage/Trust Deed or of any rights otherwise available to Lender at law or in equity. Lender will not join Grantee as a defendant in any action or proceeding foreclosing the Mortgage/Trust Deed unless so required to do so by governing law or regulation to protect Lender's ability to foreclose against the Property Owner.
- 2. Whenever and upon Grantee's receipt of written notice from Lender that a default exists under the terms of the Loans that are secured by the Mortgage/Trust Deed, Grantee agrees to pay to Lender all rent and other obligations owing to Property Owner under the Facility Agreement after Lender's written demand is made, together with all rent and other obligations owing to Property Owner under the Facility Agreement then unpaid by Grantee at the date of Lender's written demand.
- 3. If a Successor Owner comes into possession or ownership of the Property, then such Successor Owner shall (i) thereby succeed to the position of the Property Owner under the Facility Agreement and (ii) not disturb the possession of Grantee except in accordance with the terms of the Facility Agreement or this Agreement, and the Facility Agreement shall continue in full force and effect and Grantee does hereby attorn to and agree to attorn to the Successor Owner, as its landlord or other possessor or owner of the Property, said attornment to be effective and self-operative without the necessity for execution of any further instruments. "Successor Owner" means any person or entity (including, without limitation, Lender or any nominee or designee of Lender) that while this Agreement is in effect acquires possession or ownership of the Property by reason of foreclosure of the Mortgage/Trust Deed, any other exercise by Lender of rights and

remedies available to Lender as holder of the Mortgage/Trust Deed or delivery of a deed to the Property in lieu of foreclosure. Notwithstanding the foregoing, a Successor Owner will not be:

- a. Liable for any act, omission or default of the Property Owner under the Facility Agreement occurring prior to the Successor Owner's possession or ownership;
 - b. Subject to any offsets or defenses which Grantee might have against the Property Owner attributable to actions occurring prior to Successor Owner's possession or ownership; or
 - c. Bound by any amendment, modification, waiver or forbearance of the Facility Agreement to the extent such amendment, modification, waiver or forbearance would (i) have a material adverse effect upon any Successor Owner without Successor Owner's written consent, which consent shall not be unreasonably withheld, conditioned or delayed or (ii) would require any additional notices, procedures, delays, limitations or requirements of any kind related to Lender's exercise of any of its rights under the Mortgage/Trust Deed or of any rights otherwise available to Lender at law or in equity, including, but not limited to, any actions in foreclosure or any power of sale process under a trust deed.
4. All notices, requests and communications under this Agreement must be in writing and will be deemed to have been duly given only if delivered personally or by nationally recognized courier service or mailed (first class postage prepaid) to the parties at the following addresses:

If to Lender: PO Box 2409, Omaha, NE 68103-2409

If to Grantee: 180 Washington Valley Road, Bedminster, New Jersey 07921
Attention: Network Real Estate

All such notices, requests and other communications will (i) if delivered personally or by nationally recognized courier to the addresses as provided above, be deemed given upon delivery, and (ii) if delivered by first class postage prepaid mail to the addresses provided above, be deemed given upon receipt. Any party may from time to time change its address or other information for purpose of notices to that party by giving notice specifying such change to the other party.

5. Except as specifically provided herein, Grantee further states and agrees that any right it may have under the Facility Agreement or to the Property are subordinate to the interests of Lender arising under the Mortgage/Trust Deed referenced herein including, but not limited to, any and all claims and expenses by Grantee arising from the Facility Agreement or for Property Owner's liability for any act, omission or default under the Facility Agreement, occurring prior to a Successor Owner's possession or ownership.
6. This Agreement shall be binding upon and shall inure to the benefit of the successors

and permitted assigns of parties.

7. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Remainder of page intentionally left blank; next page is signature page.]

PROPERTY OWNER:

Paul J. Hollingsworth
Paul J. Hollingsworth, as trustee of the
Hollingsworth Family Living Trust dated April 3,
2020

Date: April 6 2022

Catherine K. Hollingsworth
Catherine K. Hollingsworth, as trustee of the
Hollingsworth Family Living Trust dated April 3,
2020

Date: April 6, 2022

LENDER:

Farm Credit Services of America, FLCA

Date: _____

By: _____

Printed Name: _____

Title: _____

GRANTEE:

RSA 7 Limited Partnership d/b/a Verizon Wireless
By: Cellco Partnership, its general partner

Date: _____

By: _____

Name: _____

Title: _____

PROPERTY OWNER:

Paul J. Hollingsworth, as trustee of the
Hollingsworth Family Living Trust dated April 3,
2020

Date: _____

Catherine K. Hollingsworth, as trustee of the
Hollingsworth Family Living Trust dated April 3,
2020

Date: _____

LENDER:

Farm Credit Services of America, FLCA

Date: 4-13-22

By: Cheryl Mannetter

Printed Name: Cheryl Mannetter

Title: Regional Vice President Retail Operations

GRANTEE:

RSA 7 Limited Partnership d/b/a Verizon Wireless

By: Cellco Partnership, its general partner

Date: 7/13/22

By: Jonathan Fowler

Name: Jonathan Fowler

Title: Director

ACKNOWLEDGMENTS

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF Madison) ss

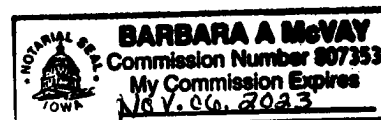
On this 6 day of April in the year 2022 before me personally appeared Paul J. Hollingsworth and Catherine K. Hollingsworth, as trustees of the Hollingsworth Family Living Trust dated April 3, 2020, known to me (or proved to me on the oath of _____) to be the persons who are described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

Barbara A McVay
Print or Type Name: Barbara A McVay
Notary Public in and for said County and State

My commission expires Nov. 06, 2023

LENDER ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss



On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of Farm Credit Services of America, FLCA, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Farm Credit Services of America, FLCA, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires _____
Print or Type Name: _____
Notary Public in and for said County and State

ACKNOWLEDGMENTS

PROPERTY OWNER ACKNOWLEDGMENT

STATE OF IOWA)
) ss
COUNTY OF _____)

On this _____ day of _____ in the year 2022 before me personally appeared Paul J. Hollingsworth and Catherine K. Hollingsworth, as trustees of the Hollingsworth Family Living Trust dated April 3, 2020, known to me (or proved to me on the oath of _____) to be the persons who are described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

My commission expires _____ Print or Type Name: _____
Notary Public in and for said County and State

LENDER ACKNOWLEDGMENT

STATE OF Iowa)
) ss
COUNTY OF Dallas)

On this 13 day of April, 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, duly commissioned and sworn, personally appeared Cheryl Manetter, to me known to be the Regional Vice President Retail Operations of Farm Credit Services of America, FLCA, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Farm Credit Services of America, FLCA, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires 3-21-2023.

Julie Burkhardt
Print or Type Name: Julie Burkhardt
Notary Public in and for said County and State



GRANTEE ACKNOWLEDGMENT

STATE OF Minnesota)
) ss
COUNTY OF Hennepin)

On this 13th day of July, 2022, before me, the undersigned, a Notary Public in and for the State of Minnesota, duly commissioned and sworn, personally appeared Jonathan Fowler, to me known to be the Director of Cellco Partnership, the General Partner of RSA 7 Limited Partnership d/b/a Verizon Wireless, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of RSA 7 Limited Partnership d/b/a Verizon Wireless, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires 1/31/25.

Susan Blixrud
Print or Type Name: Susan Blixrud
Notary Public in and for said County and State

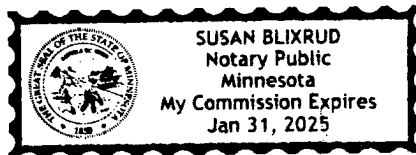


EXHIBIT A

NON-DISTURBANCE, SUBORDINATION AND ATTORNMENT AGREEMENT

The South Half (1/2) of the Northwest Quarter (1/4) of Section Two (2), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa. (EXCEPT that tract of land located therein, as shown in Plat of Survey filed in Farm Plat Book 2, Page 26 on March 13, 1986, in the Office of the Recorder of Madison County, Iowa)

Madison County, Iowa

EXHIBIT B
NON-DISTURBANCE, SUBORDINATION AND ATTORNMENT AGREEMENT

DRAFTED BY
AND RETURN TO:
Moss & Barnett (AAD)
150 South Fifth Street, Suite 1200
Minneapolis, MN 55402
(Site Name: **IA07 East Peru**)
(Prepared by Donna M. Reinarz, Telephone No. (612) 877-5336)
Parcel Id. No. 700150246010000
Legal Description on Page 5

(Space above this line for Recorder's use.)

MEMORANDUM OF LAND LEASE AGREEMENT

THIS MEMORANDUM OF LAND LEASE AGREEMENT is made this _____ day of _____, 20__, between Paul J. Hollingsworth and Catherine K. Hollingsworth, trustees of the Hollingsworth Family Living Trust dated April 3, 2020, with a mailing address of 2570 Millstream Avenue, Winterset, Iowa 50273, hereinafter referred to as LESSOR, and RSA 7 Limited Partnership d/b/a Verizon Wireless, with its address for notice located at 180 Washington Valley Road, Bedminster, New Jersey 07920, hereinafter referred to as 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 Land Lease Agreement (the "Agreement") on _____, 20__, for an initial term of five (5) years, commencing on the Commencement Date. The "Commencement Date" shall be the earlier of: (i) the first day of the month after LESSEE begins installation of LESSEE's communications equipment; or (ii) the first day of the month following the first anniversary of the Effective Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term.

IA07 East Peru
Memorandum of Land Lease Agreement
7613419v1

2. Pursuant to the Agreement, LESSOR granted to LESSEE the right to install, maintain and operate communications equipment (the "Use") upon the Premises (as described in the Agreement), which are a part of that real property owned, leased or controlled by LESSOR in the County of Madison, State of Iowa (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof.

LESSEE also has a non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a right-of-way ("Easement") on the Property. LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR must grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in the Agreement).

3. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, extend to and are binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

Signatures on following page

The remainder of this page intentionally left blank

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

LESSOR:

Paul J. Hollingsworth, as trustee of the
Hollingsworth Family Living Trust dated April 3,
2020

Date: _____

Catherine K. Hollingsworth, as trustee of the
Hollingsworth Family Living Trust dated April 3,
2020

Date: _____

LESSEE:

RSA 7 Limited Partnership
d/b/a Verizon Wireless
By: Cellco Partnership
Its: General Partner

By: _____

Name: _____

Its: _____

Date: _____

Acknowledgments on following page

The remainder of this page intentionally left blank

ACKNOWLEDGMENTS
LESSOR ACKNOWLEDGMENT

STATE OF IOWA)
) ss.
COUNTY OF _____)

On this _____ day of _____ in the year 20____ before me personally appeared Paul J. Hollingsworth and Catherine K. Hollingsworth, as trustees of the Hollingsworth Family Living Trust dated April 3, 2020, known to me (or proved to me on the oath of _____) to be the persons who are described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

Signature

Title: _____

LESSEE ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of Cellco Partnership, the General Partner of RSA 7 Limited Partnership d/b/a Verizon Wireless, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of RSA 7 Limited Partnership d/b/a Verizon Wireless, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Print or Type Name: _____
Notary Public in and for the State of _____
My appointment expires: _____

Exhibit "A"

Legal Description

The South Half (1/2) of the Northwest Quarter (1/4) of Section Two (2), Township Seventy-four (74) North, Range Twenty-seven (27) West of the 5th P.M., Madison County, Iowa. (EXCEPT that tract of land located therein, as shown in Plat of Survey filed in Farm Plat Book 2, Page 26 on March 13, 1986, in the Office of the Recorder of Madison County, Iowa)

Madison County, Iowa