

BK: 2023 PG: 1747
Recorded: 7/27/2023 at 3:33:18.0 PM
Pages 8
County Recording Fee: \$42.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$45.00
Revenue Tax:
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801, **Ph.: 781-926-4500**
Attn: Land Management/Karla Disla, Esq.
ATC Site No: 420606
ATC Site Name: IA07 Badger Creek IA
Assessor's Parcel No(s): 030012946000000 and 030012946090100

Prior Recorded Lease Reference:

Book 2009, Page 1962
State of Iowa
County of Madison

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **JOG LLC**, an Iowa limited liability company and **PAJH LLC**, an Iowa limited liability company ("**Landlord**") and **RSA 7 Limited Partnership 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 Option And Land Lease Agreement dated December 18, 2007 (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, 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 August 31, 2068. 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

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

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: PAJH LLC, 35249 Old Portland Rd, Van Meter, IA 50261 and also to: JOG LLC 25107 Calico Creek Lane, Adel, IA 50003; 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

2 WITNESSES

JOG LLC,
an Iowa limited liability company

Signature: [Signature]
Print Name: Jeffrey O Grace
Title: President
Date: 4-26-2023

Signature: [Signature]
Print Name: Holly Nielsen
Signature: [Signature]
Print Name: Bill Hudson

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Iowa
County of Polk

On this 26th day of April, 2023, before me, the undersigned Notary Public, personally appeared Jeffrey O Grace, 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.

[Signature]
Notary Public
Print Name: Cory Taylor
My commission expires: 7-28-2023



CORY TAYLOR
Commission Number 805800
My Commission Expires
July 28, 2023

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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

LANDLORD

2 WITNESSES

PAJH LLC,
an Iowa limited liability company

Signature: [Signature]
Print Name: Perry J. Hiltzenderger
Title: President
Date: 4-21-2023

Signature: [Signature]
Print Name: Emily Petersen
Signature: [Signature]
Print Name: Cindy Metzger

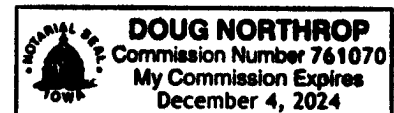
WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Iowa
County of Polk

On this 21st day of April, 2023, before me, the undersigned Notary Public, personally appeared Perry J. Hiltzenderger, 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.

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



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

RSA 7 Limited Partnership d/b/a Verizon Wireless

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

Signature: *Carol Maxime*
Print Name: Carol Maxime
Title: Senior Counsel, US Tower
Date: 7/21/2023

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 21 day of July, 2023, before me, the undersigned Notary Public, personally appeared Carol Maxime, Sr. 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.

Renata F. Santo
Notary Public
Print Name: Renata F. Santo
My commission expires: _____



Renata F. Santo
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
June 2, 2028

[SEAL]

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

EXHIBIT A

With Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned upon any additional consideration, this Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

With Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned upon any additional consideration, 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:

A PARCEL OF LAND LOCATED IN THAT PORTION OF THE SW1/4 OF THE NW1/4 OF SECTION 29, TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE 5TH P.M. IN MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A 3/4" IRON PIPE AT THE W1/4 CORNER OF SAID SECTION 29, THENCE N00°43'48"E ALONG THE WEST LINE OF THE SW1/4 OF THE NW1/4 OF SAID SECTION 29 A DISTANCE OF 380.00' TO A 5/8" REBAR, THENCE N83°47'47"E A DISTANCE OF 327.00' TO A 5/8" REBAR, THENCE S00°43'48"W A DISTANCE OF 280.00' TO A 5/8" REBAR, THENCE N83°47'47"E A DISTANCE OF 100.00' TO A 5/8" REBAR, THENCE S00°43'48"W A DISTANCE OF 100.00' TO A COTTON GIN SPIKE ON THE SOUTH LINE OF THE SW1/4 OF THE NW1/4 OF SAID SECTION 29, THENCE S83°47'47"W ALONG THE SOUTH LINE OF THE SW1/4 OF THE NW1/4 OF SAID SECTION 29 A DISTANCE OF 427.00' TO THE POINT OF BEGINNING, CONTAINING 3.06 ACRES, SUBJECT TO AN EASEMENT FOR PUBLIC HIGHWAY RECORDED IN BOOK 98 AT PAGE 263 AND ANY OTHER EASEMENTS OR AGREEMENTS OF RECORD.

Said Parent Parcel being that portion of the parcel conveyed to Landlord by Warranty Deed dated March 11, 2013 and recorded March 13, 2013 with Madison County, Iowa as Book 2013 Page 747.

Being situated in the County of Madison, State of Iowa, and being known as
Madison County APN: 030012946000000 & 030012946090100.

EXHIBIT A (Continued)

LEASED PREMISES

With Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned upon any additional consideration, 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. 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 100 foot by 100 foot Lease Area located in part of the Northwest Quarter of Section 29, Township 77, Range 26, Madison County, Iowa, and being more particularly described as follows:

Referring to the West Quarter corner of said Section 29 (Fnd. Capped Rebar), said point bears S 83°41'17" W, 2660.21 feet from the Center of Said Section 29 (Fnd. Nail in Concrete); thence easterly N 83°41'17" E, on the South line of said Northwest Quarter, 247.36 feet; thence northerly N 06°18'43" W, 246.42 feet, to the Point of Beginning for the described 100 foot by 100 foot Lease Area; thence northerly N 06°18'41" W, 100.00 feet; thence easterly N 83°41'19" E, 100.00 feet; thence southerly S 06°18'41" E, 100.00 feet; thence westerly S 83°41'19" W, 100.00 feet, to the Point of Beginning. Containing a total calculated area of 10,000 Square feet, more or less.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

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

ACCESS/UTILITY EASEMENT:

A 20 FOOT WIDE EASEMENT OVER/UNDER AND ACROSS ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LEE TOWNSHIP, MADISON COUNTY, IOWA, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE NORTH 83°41'17" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 SECTION A DISTANCE 247.36 FEET; THENCE NORTH 06°18'43" WEST A DISTANCE OF 246.42 FEET TO THE SOUTHWEST CORNER OF A LEASE AREA; THENCE NORTH 83°41'19" EAST ALONG THE SOUTH LINE OF SAID LEASE AREA A DISTANCE OF 35.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 83°41'19" EAST ALONG SAID LINE A DISTANCE OF 20.00 FEET; THENCE SOUTH 05°49'15" EAST A DISTANCE OF 132.09 FEET; THENCE SOUTH 39°07'54" EAST A DISTANCE OF 26.71 FEET; THENCE NORTH 89°34'53" EAST A DISTANCE OF 82.78 FEET; THENCE SOUTH 58°50'08" EAST A DISTANCE OF 26.34 FEET; THENCE SOUTH 20°07'22" EAST A DISTANCE OF 22.91 FEET TO THE SOUTHERLY PROPERTY LINE OF THE PARENT PARCEL ALSO BEING THE NORTHERLY RIGHT-OF-WAY OF CUMMING ROAD (WIDTH VARIES/PUBLIC); THENCE SOUTH 83°22'56" WEST ALONG SAID PARCEL LINE A DISTANCE OF 20.57 FEET; THENCE NORTH 20°07'22" WEST A DISTANCE OF 11.09 FEET; THENCE NORTH 58°50'08" WEST A DISTANCE OF 13.66 FEET; THENCE SOUTH 89°34'53" WEST A DISTANCE OF 86.72 FEET; THENCE NORTH 39°07'54" WEST A DISTANCE OF 42.29 FEET; THENCE NORTH 05°49'15" WEST A DISTANCE OF 137.91 FEET TO THE POINT OF BEGINNING. CONTAINING 5,825 SQUARE FEET OR 0.13 ACRES.

UTILITY EASEMENT:

AN 8 FOOT WIDE EASEMENT OVER/UNDER AND ACROSS ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 77 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LEE TOWNSHIP, MADISON COUNTY, IOWA, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE NORTH 83°41'17" EAST ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 SECTION A DISTANCE 298.89 FEET; THENCE NORTH 06°18'43" WEST A DISTANCE OF 44.43 FEET TO THE SOUTHERLY PARENT PARCEL LINE AND ALSO BEING THE NORTHERLY RIGHT-OF-WAY OF CUMMING ROAD (WIDTH VARIES/PUBLIC) AND THE POINT OF BEGINNING; THENCE NORTH 06°08'45" WEST A DISTANCE OF 37.42 FEET TO A POINT ON THE SOUTHERLY LINE OF AN ACCESS EASEMENT; THENCE SOUTH 39°07'54" EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 10.56 FEET; THENCE NORTH 89°34'53" EAST ALONG SAID LINE A DISTANCE OF 4.19 FEET; THENCE SOUTH 06°18'43" EAST A DISTANCE OF 28.06 FEET TO THE SAID SOUTHERLY PARENT PARCEL LINE; THENCE SOUTH 83°22'56" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 309 SQUARE FEET OR 0.01 ACRES.