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Pages 5  
County Recording Fee: \$27.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$30.00  
Revenue Tax: \$0.00  
BRANDY L. MACUMBER, RECORDER  
Madison County, Iowa

**Prepared by and Return to:**

American Tower 781-926-4500  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Rory Pickens, Esq.  
ATC Site No: 81057  
ATC Site Name: Winterset  
Assessor's Parcel No(s): 560110268020000

**Prior Recorded Lease Reference:**

(book) 2012 (page) 3841  
(instrument) 2012 3841  
State of Iowa  
County of Madison

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**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **FNJ Farms LLC, a/k/a Fn'J Farms L.L.C.**, 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 Lease Agreement dated April 13, 1992 (the "**Original Lease**"), as amended by that certain First Amendment to Option and Lease Agreement dated December 10, 2012 (the "**First Amendment**") (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. **American Tower.** Tenant and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation**, a Delaware corporation and/or its parents, affiliates and subsidiaries ("**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.

ATC Site No: 81057  
PV Code 618 / VzW Contract No: 10742  
Site Name: Winterset

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 October 31, 2072. 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 replacement, including, without limitation, amendments to this Memorandum and to 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: 32474 G Trail, Earlham, Iowa 50072; 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.
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 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**

**FNJ Farms LLC,**  
an Iowa limited liability company

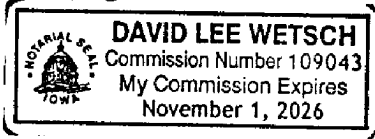
Signature: Jacqueline K. Oehlerking Signature: \_\_\_\_\_  
Print Name: JACQUELINE K. OEHLERKING Print Name: \_\_\_\_\_  
Title: Manager Signature: \_\_\_\_\_  
Date: 1/30/2025 Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State of Iowa  
County of Polk

On this 30 day of January, 2025, before me, the undersigned Notary Public, personally appeared Jacqueline K. Oehlerking, Manager 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.  
David Lee Wetsch  
Notary Public  
Print Name: DAVID WETSCH  
My commission expires: ~~11-1-2025~~ 11-1-2026



[SEAL]

**[SIGNATURES CONTINUE ON FOLLOWING PAGE]**

TENANT

WITNESS

RSA 7 Limited Partnership d/b/a Verizon Wireless

By: American Tower Delaware Corporation,  
a Delaware corporation

Title: Attorney-in-Fact

Signature: *Carol Maxime*

Print Name: Carol Maxime

Title: Senior Counsel, US Tower

Date: 3/5/2025

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 5 day of MARCH, 2025, before me, the undersigned Notary Public, personally appeared CAROL MAXIME, SR. COUNSEL, US TOWER, 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.

*Victoria Lyn Lariviere*

Notary Public

Print Name: VICTORIA LYN LARIVIERE

My commission expires: 11/6/2025

[SEAL]

COMMONWEALTH OF MASSACHUSETTS  
CAROL MAXIME, SR. COUNSEL, US TOWER  
personally appeared before me, the undersigned notary public, and proved to me his/her identity through satisfactory evidence, which were PERSONALLY KNOWN to be the person whose name is signed on the preceding or attached document in my presence on this 5 day of MARCH, 2025.  
*Victoria Lyn Lariviere*  
VICTORIA LYN LARIVIERE, Notary Public  
My Commission Expires June 6, 2025

## **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 following described real estate in Madison County, Iowa:

The South Half of the Southeast Quarter (S ½ SE ¼) and the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼) of Section 2, in Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, Except that part thereof heretofore conveyed to the State of Iowa for highway purposes.

This being the same property conveyed to Fn'J Farms, L.L.C., an Iowa Limited Liability Company from Fred R. Oehlerking and Jacqueline K. Oehlerking, husband and wife in a Warranty Deed dated June 11, 2018 and recorded June 25, 2018 in Book 2018 and Page 2011 in Madison County, Iowa.

**Being situated in the County of Madison, State of Iowa, and being known as  
Madison County APN: 560110268020000.**

### **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 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 (if any).

A 750' x 750' parcel located within the parcel particularly described in below:

The Southeast Quarter (1/4) of the Southwest Quarter (1/4) of Section Two (2), Township Seventy-five (75) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa, except that portion of the above described real estate deed to the State of Iowa for highway purposes

### **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.

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