

BK: 2025 PG: 553  
Recorded: 3/7/2025 at 10:39:12.0 AM  
Pages 4  
County Recording Fee: \$22.00  
Iowa E-Filing Fee: \$3.00  
Combined Fee: \$25.00  
Revenue Tax: \$0.00  
BRANDY L. MACUMBER, RECORDER  
Madison County, Iowa

**Prepared by and Return to:** 781-926-4500  
American Tower  
Attn: Land Management/Rory Pickens, Esq.  
10 Presidential Way  
Woburn, MA 01801  
Assessor's Parcel No(s): 560110268020000

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### RESOLUTION AND CONSENT AFFIDAVIT

**FNJ Farms LLC, a/k/a Fn'J Farms L.L.C., 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 Lease Agreement originally 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, renewed, extended, restated or otherwise modified, 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 Amendment and other Transaction Documents have been completed.

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

5. 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.
6. 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)	<u>JACQUELINE OETHLERKINE</u>
	(Address)	<u>32474 S. Paul Carlsbad, Texas 78002</u>

7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.
8. 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.
9. 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: *Jacqueline K. Oehlerking*  
Print Name: JACQUELINE K. OEHLERKING  
Date: Manager 1.30.2025

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

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

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

Percentage Ownership or Voting Interest:  
100%

**WITNESS AND ACKNOWLEDGEMENT**

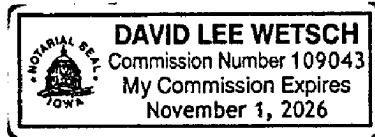
State of Iowa

County of Polk

On this 30 day of Jan., 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 L WETSCH  
My commission expires: 11-1-2026



[SEAL]

## **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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