



STATE OF KANSAS, GEARY COUNTY

This instrument was filed for record on
June 7, 2021 11:30 AM and recorded in
Book 102 Page 946 - 953

Fees: \$140.00 202102232

Diane Briestensky - Leonard

Diane Briestensky - Leonard , Register of Deeds

**Prepared by and Return to:**

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Danielle Fiorentino, Esq.
ATC Site No: 9027
ATC Site Name: JUNCTION CITY #1 - I-70
Assessor's Parcel No(s): 069-32-0-00-00-002.00-0

Prior Recorded Lease Reference:

Book 74, Page 1211

Document No: _____

State of Kansas

County of Geary

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between Lawrence R. Young ("**Landlord**") and American Towers LLC, a Delaware limited liability company ("**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 Site Lease dated May 12, 1982 (the "**Original Lease**") as amended by that certain First Amendment to Site Lease dated October 18, 2007 (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. **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 September 27, 2052. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **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.

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4. **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.
5. **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: 8460 Humboldt Creek Rd, Dwight, KS 66849; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, 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.
6. **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.
7. **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

Signature: [Signature]
 Print Name: Lawrence R. Young
 Date: 12/23/2020

2 WITNESSES

Signature: [Signature]
 Print Name: Debbie Webb
 Signature: [Signature]
 Print Name: Gabrielle Roth

WITNESS AND ACKNOWLEDGEMENT

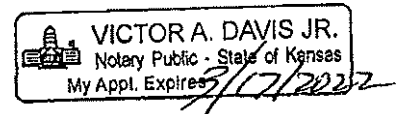
State/Commonwealth of KANSAS
 County of Beary

On this 23rd day of DECEMBER, 2020, before me, the undersigned Notary Public, personally appeared Lawrence R. Young, 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: VICTOR A. DAVIS JR
 My commission expires: 3/17/2022

[SEAL]



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

American Towers LLC,
a Delaware limited liability company

Signature: *Carol Maxime*
 Print Name: Carol Maxime
 Title: Senior Counsel, US Tower
 Date: 2/5/2021

WITNESS

Signature: *[Signature]*
 Print Name: *Thanh Nguyen*
 Signature: _____
 Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 5th day of February, 2021, before me, the undersigned Notary Public, personally appeared Carol Maxime, Senior 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.

[Signature]
 Notary Public
 Print Name: _____
 My commission expires: _____

[SEAL]

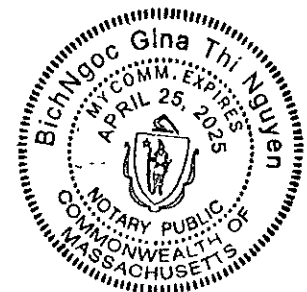


EXHIBIT A

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 North Half (N ½) of the Southwest Quarter (SW ¼) of Section 32, Township 11 South, Range 7 East of the 6th P. M., Geary County, Kansas.

Geary County, KS APN: 069-32-0-00-00-002.00-0

EXHIBIT A (Continued)**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) 10,000 square feet; (ii) Tenant's (and Tenant's customers') existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

All that tract or parcel of land, lying and being in the NE $\frac{1}{4}$, of the SW $\frac{1}{4}$, of Section 32, Township 11 South, Range 7 East of the 6th P.M., Geary County, Kansas, and being a portion of the lands of Lawrence R. Young, as recorded in Deed Book 99, Page 1554, Geary County records, and being more particularly described as follows:

To find the point of beginning, COMMENCE, at a nail found set in a stone, lying in the middle of four $\frac{1}{2}$ -inch rebars found, said nail marking the NW corner, of the SW $\frac{1}{4}$, of Section 32, and having a Kansas Grid North, NAD 83, North zone value of N: 264205.5298 E: 11684832.9191; thence running along a tie-line, South 73°04'43" East, 1513.75 feet to a point and the true POINT OF BEGINNING; Thence, North 88°26'06" East, 100.00 feet to a point; Thence, South 01°33'54" East, 100.00 feet to a point; Thence, South 88°26'06" West, 100.00 feet to a point; Thence, North 01°33'54" West, 100.00 feet to a point and the POINT OF BEGINNING. Said tract contains 0.2296 acres (10,000 square feet), more or less.

Bearings based on Kansas Grid North, NAD 83, North zone values.

GUY WIRE EASEMENT #1

Together with a 30-foot wide Easement (lying 15 feet each side of centerline and extending 15 feet beyond the point of termination), lying and being in the NE $\frac{1}{4}$, of the SW $\frac{1}{4}$, of Section 32, Township 11 South, Range 7 East of the 6th P.M., Geary County, Kansas, and being a portion of the lands of Lawrence R. Young, as recorded in Deed Book 99, Page 1554, Geary County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE, at a nail found set in a stone, lying in the middle of four $\frac{1}{2}$ -inch rebars found, said nail marking the NW corner, of the SW $\frac{1}{4}$, of Section 32, and having a Kansas Grid North, NAD 83, North zone value of N: 264205.5298 E: 11684832.9191; thence running along a tie-line, South 73°04'43" East, 1513.75 feet to a point on the Leased Premises; thence running along said Leased Premises, North 88°26'06" East, 62.56 feet to a point and the true POINT OF BEGINNING; Thence leaving said Leased Premises and running, North 15°59'13" West, 193.72 feet to the ENDING at a point.

Bearings based on Kansas Grid North, NAD 83, North zone values.

[LEGAL DESCRIPTION CONTINUED ON FOLLOWING PAGE]

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EXHIBIT A (Continued)

GUY WIRE EASEMENT #2

Together with a 30-foot wide Easement (lying 15 feet each side of centerline and extending 15 feet beyond the point of termination), lying and being in the NE $\frac{1}{4}$, of the SW $\frac{1}{4}$, of Section 32, Township 11 South, Range 7 East of the 6th P.M., Geary County, Kansas, and being a portion of the lands of Lawrence R. Young, as recorded in Deed Book 99, Page 1554, Geary County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE, at a nail found set in a stone, lying in the middle of four $\frac{1}{2}$ -inch rebars found, said nail marking the NW corner, of the SW $\frac{1}{4}$, of Section 32, and having a Kansas Grid North, NAD 83, North zone value of N: 264205.5298 E: 11684832.9191; thence running along a tie-line, South 73°04'43" East, 1513.75 feet to a point on the Leased Premises; thence running along said Leased Premises, North 88°26'06" East, 100.00 feet to a point; thence, South 01°33'54" East, 39.15 feet to a point and the true POINT OF BEGINNING; Thence leaving said Leased Premises and running, South 74°55'40" East, 189.05 feet to the ENDING at a point.

Bearings based on Kansas Grid North, NAD 83, North zone values.

GUY WIRE EASEMENT #3

Together with a 30-foot wide Easement (lying 15 feet each side of centerline and extending 15 feet beyond the point of termination), lying and being in the NE $\frac{1}{4}$, of the SW $\frac{1}{4}$, of Section 32, Township 11 South, Range 7 East of the 6th P.M., Geary County, Kansas, and being a portion of the lands of Lawrence R. Young, as recorded in Deed Book 99, Page 1554, Geary County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE, at a nail found set in a stone, lying in the middle of four $\frac{1}{2}$ -inch rebars found, said nail marking the NW corner, of the SW $\frac{1}{4}$, of Section 32, and having a Kansas Grid North, NAD 83, North zone value of N: 264205.5298 E: 11684832.9191; thence running along a tie-line, South 73°04'43" East, 1513.75 feet to a point on the Leased Premises; thence running along said Leased Premises, North 88°26'06" East, 100.00 feet to a point; thence, South 01°33'54" East, 100.00 feet to a point; thence, South 88°26'06" West, 100.00 feet to a point; thence North 01°33'54" West, 3.71 feet to a point and the true POINT OF BEGINNING; Thence leaving said Leased Premises and running, South 45°15'46" West, 128.54 feet to the ENDING at a point.

Bearings based on Kansas Grid North, NAD 83, North zone values.

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EXHIBIT A (Continued)**ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well as 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.

Together with a 30-foot wide Easement (lying 15 feet each side of centerline), lying and being in the NE $\frac{1}{4}$, of the SW $\frac{1}{4}$, of Section 32, Township 11 South, Range 7 East of the 6th P.M., Geary County, Kansas, and being a portion of the lands of Lawrence R, Young, as recorded in Deed Book 99, Page 1554, Geary County records, and being more particularly described by the following centerline data:

To find the point of beginning, COMMENCE, at a nail found set in a stone, lying in the middle of four $\frac{1}{2}$ -inch rebars found, said nail marking the NW corner, of the SW $\frac{1}{4}$, of Section 32, and having a Kansas Grid North, NAD 83, North zone value of N: 264205.5298 E: 11684832.9191; thence running along a tie-line, South 73°04'43" East, 1513.75 feet to a point on the Leased Premises; thence running along said Leased Premises, North 88°26'06" East, 100.00 feet to a point; thence, South 01°33'54" East, 100.00 feet to a point; thence, South 88°26'06" West, 35.47 feet to a point; and the true POINT OF BEGINNING; Thence leaving said Leased Premises and running, South 01°33'54" East, 38.32 feet to a point; Thence, South 15°59'06" East, 32.82 feet to a point; Thence, South 39°41'10" East, 148.34 feet to a point; Thence, 65.34 feet along the arc of a curve to the right, having a radius of 105.34 feet and being scribed by a chord bearing, South 21°25'45" East, 64.30 feet to a point; Thence, South 05°52'45" West, 47.01 feet to the ENDING at a point on the northerly right-of-way line of Tulley Hill Road (having a 40-foot public right-of-way, per Deed Book 75, Page 1219).

Bearings based on Kansas Grid North, NAD 83, North zone values.