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CHECK NUMBER'S

1001316 and 1001514

Prepared by: Wendy Carrick
After recording (return to) Leysi Quincoses
SBA Network Services, LLC
8051 Congress Avenue
2nd Floor
Boca Raton, FL 33487
Ph: 1-800-487-7483 ext. 9305

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LAND LEASE (herein "Memorandum") is made this 6th day of April, 2016, by and between **AVG-CFM 204Q, LLC**, a Delaware limited liability company, having an address of c/o CFM Realty, 1823 Harney Street, Suite 301, Omaha, Nebraska 68102 (herein "Lessor") and **SBA TOWERS IX, LLC**, a Delaware limited liability company, having a principal office located at 8051 Congress Avenue, 2nd Floor, Boca Raton, Florida 33487-1307 (herein "Lessee").

WHEREAS, Lessor and Lessee entered into that certain Option and Land Lease, dated _____, 2016, (hereinafter referred to as "Lease") whereby, Lessor leased to Lessee the land described in Exhibit "A" attached hereto and made a part hereof. All terms used but not defined herein shall have the meaning ascribed to them in the Lease.

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to give notice of said Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Lease, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. The Lease provides in part that Lessor leases to Lessee a certain site ("Leased Space") located at 5808 Conventry Drive, City of Omaha, County of Douglas, State of Nebraska 68022, Property Parcel ID: 0900013750 within the property of or under the control of Lessor which is legally described in Exhibit "A" attached hereto and made a part hereof.
2. Lessee shall lease the Leased Space from Lessor, together with all easements for ingress, egress and utilities as more particularly described in the Lease, all upon the terms and conditions more particularly set forth in the Lease for a term of five (5) years, which term is subject to ten (10) additional five (5) year extension periods.
3. The sole purpose of this instrument is to give notice of said Lease and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Lease contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein. In the

event of any conflict between the terms of this instrument and said Option and Land Lease, the terms of the Option and Land Lease shall control.

4. **Right of First Refusal.** If at any time during the initial term or renewal term of the Lease, Lessor receives a bona fide written offer from a third person or company who is in telecommunications or is a lease consolidator ("Offer") to sell, assign, convey, lease or otherwise transfer its interest in the Leased Space, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to accept the terms of the Offer and exercise the right of first refusal by notifying Lessor in writing. If Lessee has not accepted the terms of the Offer in writing to Lessor within such thirty (30) day period, the terms of the Offer will be deemed rejected by Lessee. In addition to the above, Lessor shall not, at any time during the initial term or renewal term of the Lease, grant any interest in any portion of the Lease, the Rent, or any of its other rights or obligations thereunder (other than in connection with the conveyance of fee simple title to the entire Leased Space in accordance with the terms thereof) to any third party or company who is in telecommunications or is a lease consolidator without the prior written consent of Lessee, which shall not be unreasonably withheld.

5. **Exclusivity.** As part of Lessee's right to the undisturbed use and enjoyment of the Leased Space, Lessor shall not, at any time during the term of the Lease (i) use or lease, license or grant an easement in any portion of the Premises or any adjacent parcel of land now owned by Lessor to any party whose sole or primary business is the construction and operation of a wireless communications facility, including a communications tower, antennas, cables, and related structures, or (ii) grant any interest or an option to acquire any interest in any portion of the Premises that permits during the term of the Lease any party to construct and operate a wireless communications facility on the Premises, including a communications tower, antennas, cables, and related structures without the prior written consent of Lessee, in Lessee's sole discretion. If at any time Lessee cannot accommodate a new sublessee on its wireless communications facility on the Leased Space, Lessee shall waive rights of exclusivity unless Lessee agrees to build or to expand the existing wireless communications facility on the Premises, subject to Lessor's reasonable approval. Except for the limited restrictions on Lessor set forth in Section 18 of the Option and Land Lease, nothing in the Option and Land Lease is intended to, nor shall it, restrict the ability of Lessor or any successor in interest to Lessor from developing, selling or leasing any property owned or leased by Lessor.

6. **Assignment.** Lessor may not assign the Option and Land Lease or any rights thereunder, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole and absolute discretion.

7. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the Term of the Lease and any extensions thereof. All covenants and agreements of the Lease shall run with the land described in Exhibit "A".

WITNESSES:

Marjorie A. Franco
Marjorie A. Franco
Print Name

Gabrielle Ramirez
Gabrielle Ramirez
Print Name

LESSEE: SBA TOWERS IX, LLC,
a Delaware limited liability company

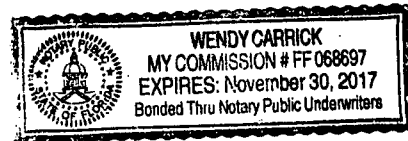
By: [Signature]
Print: Alyssa Houlihan
Its: Vice President, Site Leasing
Date: 4-6-16

STATE OF FLORIDA }
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COUNTY OF PALM BEACH }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared **ALYSSA HOULIHAN, AS VICE PRESIDENT, SITE LEASING OF SBA TOWERS IX, LLC**, a Delaware limited liability company, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that she executed the same in the capacity aforesated.

WITNESS my hand and official seal in the County and State last aforesaid the 6th day of April, 2016.

Sign Name: Wendy Carrick
Print Name: Wendy Carrick
Notary Public



My Commission Expires: _____



EXHIBIT "A"
Legal Description

The Leased Space shall consist of 5,019 square feet of ground space along with easement rights for access to the Leased Space by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Premises in the approximate locations as depicted below:

LESSEE'S LEASED SPACE DESCRIPTION:

That part of Lot 1 in Coventry Replat Six recorded in Instrument No. 2016001880 on January 08, 2016 in Douglas County, Nebraska and being more particularly described as follows:

Referring to the most easterly corner of Lot 80 in Coventry, a #5 Rebar w/cap LS608 found; thence northwesterly on an assumed bearing of North 58°43'20" West, on a line common to Lot 80 and said Lot 1, 20.00 feet, to the Point of Beginning for the described Land Space; thence following the perimeter of the described Land Space on the following bearings and distances: North 58°43'20" West, 88.49 feet; thence North 31°11'29" East, 29.80 feet; thence

North 85°12'16" E, 65.09 feet; thence South 58°36'09" East, 35.82 feet; thence South 31°11'29" West, 68.05 feet, to the Point of Beginning.

Containing a total calculated area of 5,019 square feet or 0.115 acres, more or less.

LESSEE'S ACCESS/UTILITY RIGHT OF WAY DESCRIPTION:

An Access/Utility Right of Way, 20 feet in width, located in that part of Lot 1 in Coventry Replat Six recorded in Instrument No. 2016001880 on January 08, 2016 in Douglas County, Nebraska and being more particularly described as follows:

Referring to the most easterly corner of Lot 80 in Coventry, a #5 Rebar w/cap LS608 found; thence northwesterly on an assumed bearing of North 58°43'20" West, on a line common to Lot 80 and said Lot 1, 20.00 feet, to the most southerly corner of the described Land Space, also being the Point of Beginning for the described Right of Way; thence following the perimeter of the described Right of Way on the following bearings and distances: North 31°11'29" East, on the easterly line of the described Land Space, 68.05 feet; thence South 58°36'09" East, 20.00 feet, to a point of intersection on the westerly right-of-way line of Coventry Drive; thence South 31°11'29" West, on said westerly right-of-way line, 68.01 feet; thence departing said northerly right-of-way line North 58°43'20" West, 20.00 feet, to the Point of Beginning.

Containing a total calculated area of 1,361 square feet or 0.031 acres, more or less.

The parallel lines of said right of way are intended to lengthen or shorten as necessary to intersect the lines for the Point of Beginning and Point of Termination.