



MISC 2017009935



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Fee amount: 46.00  
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COMP: PN

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
02/06/2017 15:11:03.00



2017009935

Prepared by and Return to:

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Sarah Kmiecik, Esq.  
ATC Site No: 82221 / **APA AMDO2**  
ATC Site Name: Warm NE  
Assessor's Parcel No(s): 2141-0000-01

Prior Recorded Lease Reference:

Book ~~\_\_\_\_\_~~, Page ~~\_\_\_\_\_~~  
Document No: ~~\_\_\_\_\_~~  
State of Nebraska  
County of Douglas

# **23848484 (1)**

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the 19 day of December, 2016 by and between **M.I.I.-Bennington, LLC, a Nebraska limited liability company** ("**Landlord**") and **American Tower Delaware Corporation**, a Delaware corporation, with a principal place of business at 116 Huntington Avenue, Boston, MA 02116 ("**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 (or its predecessor-in-interest) and **Omaha CTC d/b/a Verizon Wireless** (or its predecessor-in-interest) (the "**Primary Parcel Lessee**") entered in to that certain Option and Lease Agreement dated July 2, 1996, which was amended by a First Amendment to Option and Lease Agreement (as amended, collectively, the "**Primary Parcel Lease**"), pursuant to which the Primary Parcel Lessee 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 Primary Parcel Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected by such easement, collectively, the "**Primary Parcel Area**"). Tenant and the Primary Parcel Lessee entered into that certain Sublease Agreement (the "**Sublease**") dated January 19, 2000, as the same may have been amended, whereby Tenant has subleased a portion of the Primary Parcel and said easements from the Primary Parcel Lessee. Landlord's predecessor-in-interest and Tenant entered into that certain Annex Parcel Lease Agreement dated December 18, 2006 (the "**Lease**"), whereby Tenant consented to the Sublease and pursuant to which Tenant leases a portion of the Parent Parcel adjacent to the Primary Parcel Area, 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 "**Annex Parcel Area**"), which Annex Parcel Area 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 March 1, 2052, unless sooner terminated as provided in the Lease. 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, to depict the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey, provided such survey and legal description does not change the size, location or configuration of the Leased Premises. 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.
4. **Right of First Refusal.** There is a right of first refusal in 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 overnight courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 11750 Stonegate Circle, Omaha, NE, 68164; 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**

**M.I.I.-Bennington LLC**

a Nebraska limited liability company

Signature: [Signature]  
Print Name: Geoff McGregg  
Title: Manager  
Date: 12-19-16

**WITNESS AND ACKNOWLEDGEMENT**

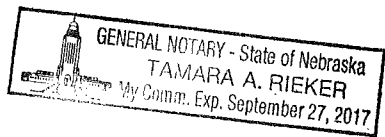
State/Commonwealth of Nebraska  
County of Douglas

On this 19 day of December, 2016, before me, the undersigned Notary Public, personally appeared Geoff McGregg, 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: Tamara A. Rieker  
My commission expires: Sept 27, 2017



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

Omaha CTC d/b/a Verizon Wireless

By: American Tower Delaware Corporation,  
a Delaware corporation

Title: Attorney-in-Fact

Signature: [Handwritten Signature]

Print Name: Shawn Lanier

Title: Vice President - Legal

Date: 12-15-2016

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

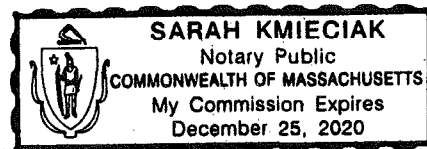
County of Middlesex

On this 15<sup>th</sup> day of December, 2016, before me, the undersigned Notary Public, personally appeared Shawn Lanier, 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.

[Handwritten Signature]  
Notary Public  
Print Name: Sarah Kmiecik  
My commission expires: 12/25/20

[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 Annex Parcel Area is a part thereof with such Parent Parcel being described below.

A tract of land being part of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 10, Township 16 North, Range 11 East of the 6<sup>th</sup> P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southeast Corner of said NE  $\frac{1}{4}$  of Section 10, Thence N02°37'01" W (assumed bearing) along the East line of said NE  $\frac{1}{4}$  of Section 10, a distance of 568.00 feet to the point of beginning; thence S 87°22'59"W, a distance of 65.00 feet to a point on the westerly right-of-way line of 156<sup>th</sup> Street, thence S 02°37'01"E along said Westerly right-of-way line of 156<sup>th</sup> Street, a distance of 385.00 feet to the intersection of said Westerly right-of-way line of 156<sup>th</sup> Street and the Northerly right-of-way line of State Highway No. 36; thence Northwesterly along said northerly right-of-way line of State Highway No. 36 on the following two (2) described courses: (1) N69°31'27"W, a distance of 925.04 feet; (2) thence N 75°48'49"W, a distance of 426.80 feet to a point on the West line of said SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 10; thence N 02° 42'34"W along said West line of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 10, a distance of 648.67 feet to the Northwest Corner of said SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 10; thence N 87°04'33"E along the North line of said SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 10, a distance of 1325.57 feet to the Northeast corner of said SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 10; thence S 02°37'01"E along said East line of the NE  $\frac{1}{4}$  of Section, a distance of 756.98 feet to the Point of Beginning.

AND BEING the same property conveyed to M.I.I.-Bennington, LLC, a Nebraska Limited Liability Company from Nebraska Storage, L.L.C., a Nebraska Limited Liability Company by Warranty Deed dated May 17, 2016 and recorded May 26, 2016 in Instrument No. 2016040180.

Tax Parcel No. 2141-0000-01

**EXHIBIT A (Continued)**

**ANNEX PARCEL AREA**

*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 Annex Parcel Area 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 existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

PART OF THE SE1/4 OF THE NE1/4 OF SECTION 10, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 INCH BRASS CAP WHICH IS THE NORTHEAST CORNER OF SAID SECTION 10; THENCE S02°37'04"E ALONG THE EAST LINE OF SAID SECTION 10, 1353.59 FEET; THENCE S87°23'43"W ALONG A LINE PERPENDICULAR TO SAID EAST LINE, 682.22 FEET TO THE POINT OF BEGINNING FOR THE LEASE AREA - AS SURVEYED; THENCE S87°40'41"W, 59.33 FEET ALONG THE NORTH LINE OF SAID LEASE AREA - AS SURVEYED TO THE POINT OF BEGINNING FOR THE ADDITIONAL LEASE AREA - AS SURVEYED; THENCE S02°04'19"E ALONG THE WEST LINE OF SAID LEASE AREA - AS SURVEYED, 50.61 FEET; THENCE S87°35'45"W, 22.91 FEET; THENCE N01°42'12"W, 20.38 FEET; THENCE N88°17'48"E, 1.00 FOOT; THENCE N01°42'12"W, 30.28 FEET; THENCE N87°40'41"E, 21.59 FEET TO THE POINT OF BEGINNING FOR THE ADDITIONAL LEASE AREA - AS SURVEYED.

CONTAINING A TOTAL CALCULATED AREA OF 1,121.47 SQUARE FEET, OR 0.03 ACRES, MORE OR LESS.

**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 for ingress, egress and utility purposes from the Annex Parcel Area to and from a public right of way including but not limited to:

AN EASEMENT FOR ACCESS AND UTILITIES IN THE SE1/4 OF THE NE1/4 OF SECTION 10, TOWNSHIP 16 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 INCH BRASS CAP WHICH IS THE NORTHEAST CORNER OF SAID SECTION 10; THENCE S02°37'04"E ALONG THE EAST LINE OF SAID SECTION 10, 1329.18 FEET; THENCE S87°22'51"W 33.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE FOR NORTH 156TH STREET AND THE POINT OF BEGINNING; THENCE S02°37'04"E, 33.95 FEET; THENCE S87°05'25"W, 541.81 FEET; THENCE S81°10'59"W, 28.37 FEET; THENCE WITH A CURVE TO THE LEFT WITH AN ARC LENGTH OF 90.04 FEET, A RADIUS OF 75.00 FEET, A CHORD BEARING OF S46°47'24"W, A CHORD LENGTH OF 84.73 FEET, AND A DELTA ANGLE OF 68°47'09"; THENCE S87°51'07"W, 53.15 FEET; THENCE N02°08'53"W, 12.00 FEET; THENCE S87°51'07"W, 52.68 FEET; THENCE N01°42'12"W, 28.07 FEET; THENCE N88°17'48"E, 8.00 FEET; THENCE S01°42'12"E,

Site No: 82221

PV Code 730/VzW Contract No: 11478

Site Name: Warm NE

EXHIBIT A (Continued)

20.01 FEET; THENCE N87°51'07"E, 82.01 FEET; THENCE N01°48'51"W, 50.37 FEET; THENCE S87°47'13"W, 2.21 FEET; THENCE N02°12'47"W, 12.12 FEET; THENCE N87°05'25"E, 642.03 FEET; THENCE N03°04'14"W, 9.00 FEET; THENCE N87°22'56"E, 9.39 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL CALCULATED AREA OF 19,798.79 SQUARE FEET OR 0.45 ACRES, MORE OR LESS.

This instrument is being filed as an accommodation only. It has not been examined as to its execution, insurability or affect on title.

Site No: 82221  
PV Code 730/VzW Contract No: 11478  
Site Name: Warm NE