#### WHEN RECORDED RETURN TO:

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DODGE COUNTY NE
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Prepared by: Shustak & Partners, P.C. 401 West "A" Street, Suite 2330 San Diego, CA 92101

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A.P.N. 270136190

# MEMORANDUM OF SECOND AMENDMENT TO EASEMENT AGREEMENT

This Memorandum of Second Amendment to Easement Agreement is made effective this May of October, 2015, by and between the CITY OF FREMONT, NEBRASKA, a municipal corporation ("Grantor") and NCWPCS MPL 30 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact ("Grantee").

- 1. Grantor and Qwest Wireless, L.L.C. ("Original Grantee") entered into an Easement Agreement dated August 9, 2001 (the "Agreement") whereby Grantor granted Original Grantee an easement over, across, under and through a portion of certain real property, together with access and utility easements, located in Dodge County, Nebraska (the "Easement Tract"), all located within certain real property owned by Grantor (the "Total Property"). The Total Property, of which the Easement Tract is a part, is more particularly described on Exhibit "A" attached hereto.
- 2. The Agreement was amended by that certain Amendment No. 1 to Easement Agreement dated March 16, 2009 (the "First Amendment").
- 3. NCWPCS MPL 30 Year Sites Tower Holdings LLC is currently the Grantee under the Agreement as ultimate successor in interest to the Original Grantee.

- 4. The Easement Tract may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto.
- 5. The Agreement had an initial term that commenced on December 16, 2002, and expires on December 15, 2017.
- 6. Grantor and Grantee have entered into a Second Amendment to Easement Agreement (the "Second Amendment"), of which this is a Memorandum, providing for two (2) Renewal Terms of five (5) years each. Pursuant to the Second Amendment, the final Renewal Term expires on December 15, 2027.
- 7. If requested by Grantee, Grantor will execute, at Grantee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Tract, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Grantee in Grantee's absolute discretion to utilize the Easement Tract for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Grantor agrees to be named applicant if requested by Grantee.
- 8. The terms, covenants and provisions of the Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Grantor and Grantee.
  - 9. This Memorandum does not contain the social security number of any person.
  - A copy of the Second Amendment is on file with Grantor and Grantee.
     [Execution pages follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Grantor has caused this Memorandum to be duly executed on the day and year first written above.

**GRANTOR:** 

CITY OF FREMONT, NEBRASKA, a municipal corporation

Print Name:

Title

[Acknowledgment appears on following page]

APPROVED AS TO FORM

## ALL PURPOSE ACKNOWLEDGMENT

| STATE OF}   |
|---|
| COUNTY OF DOGGE   |
| On this day of the Most, 2015 before me the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. |
| I certify under PENALTY OF PERJURY under the laws of the State of that the foregoing paragraph is true and correct.   |
| WITNESS my hand and official seal.  |
| Signature (notary public)   |
| (NOTARY SEAL)  GENERAL NOTARY - State of Nebreaks  FIOBIN E. WHITE  My Comm. Exp. March 28, 2017  |
| ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.   |
| THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.  |
| Title of Document Type: Memorandum of Second Amendment to Easement Agreement  Number of Pages Date of Document 9/1/6/15   |

[Grantee execution page follows]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Grantee has caused this Memorandum to be duly executed on the day and year first written above.

### GRANTEE:

NCWPCS MPL 30 - YEAR SITES TOWER HOLDINGS LLC,

a Delaware limited liability company

By: CCATT LLC, a Delaware limited liability company Its: Attorney In Fact

Given under my hand and seal of office this \_\_\_\_\_ /4 day of \_\_\_\_\_ day of \_\_\_\_\_ day of \_\_\_\_\_ 20\_15.



Canof 1º 11 World

(Personalized Seal)

State of Texas

County of HARRIS

Notary Public's Signature

### **EXHIBIT A**

Legal Description of the Total Property

A PARCEL OF LAND LOCATED IN THE STATE OF NEBRASKA, COUNTY OF DODGE, CURRENTLY OWNED BY CITY OF FREMONT HAVING A TAX ASSESSOR NUMBER OF 270136190 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS TL 134 13.03A 24 17 8.