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Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801

Attn: Land Management
ATC Site #. 306593
ATC Site Name: J. Oelling
Assessor Parcel #: 08-10-400-001-000

Return To: Rae Bodonyi
Lender Recording Services
33700 Lear Industrial Pkwy
Avon, Ohio 44011
440-716-1820

Prior Recorded Lease Reference:
Instrument No.: 99-54365

State of: Nebraska
County of: Lancaster

ATC-89991

MEMORANDUM OF LEASE

This **MEMORANDUM OF LEASE** (this "**Memorandum**") is entered into on the 25th day of April, 2011 by and between W. Jean Oelling, Trustee of the "W. Jean Oelling Revocable Living Trust" dated February 24, 1994 ("**Lessor**") and SpectraSite Communications, LLC, a Delaware limited liability company ("**Lessee**").

NOTICE is hereby given of the following described Lease as amended, 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. **Lease:** Lessor, or the predecessor in interest to Lessor, and Lessee, or the predecessor in interest to Lessee, entered into that certain Communications Site Lease Agreement (Ground/Guy Tower) dated September 29, 1999 as amended by that certain First Amendment to Communications Site Lease Agreement (Ground/Guy Tower) dated at or about the date hereof (as amended, the "**Lease**"), whereby the Lessee leases a portion of the real property owned by Lessor located in Lancaster County, Nebraska (the "**Parent Parcel**"), such portion being more particularly depicted or described on Exhibit "A" hereto, together with certain easements for access and public utilities and, if applicable, easements for guy wires and guy anchor easements (collectively, the "**Leased Premises**"), a memorandum of which was recorded on October 7, 1999 as Instrument No. 99-54365 in the registry of Lancaster County, Nebraska.
2. **Expiration Date:** Subject to the terms of the Lease, and assuming the exercise by Lessee of all renewal options currently in the Lease, the final expiration date of the Lease would be February 28, 2045. Notwithstanding the foregoing, in no event shall Lessee be required to exercise any option to renew the term of the Lease.
3. **Leased Premises:** The Leased Premises, together with any access or utility easements granted to Lessee is described or depicted on Exhibit A, attached hereto. Exhibit A may be replaced by an as-built survey at Lessee's option, accurately depicting the Leased Premises, any applicable access and utility easements, and if applicable, guy wire and guy anchor easements, at which time the 'as built' survey shall be attached hereto as Exhibit A-1, and shall replace Exhibit A in its entirety.
4. **Additional Provisions.**
 - a. **Government Approvals:** Lessor shall fully cooperate with Lessee and Lessee's sublessees and licensees ("**Lessee's Customers**") efforts to obtain and maintain in effect all governmental approvals. Lessee shall perform all other acts and pay all reasonable expenses required to obtain any approvals deemed necessary by Lessee. Lessor irrevocably authorizes Lessee, Lessee's Customers, and their agents to file applications as Lessor's agent with governmental authorities, which applications relate to Lessee and Lessee's Customers' intended use of the Leased Premises, including but not limited to, land use and zoning applications. Lessor agrees not to oppose any requests for such approvals and

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agrees to execute in a timely manner, but no longer than 15 days after the request therefor, any documentation related to such approvals. Lessor's failure to comply with this provision shall constitute a material breach of the Lease.

- b. Transfer/Assignment by Lessor. The Lease provides that Lessor shall not transfer, assign, sell, or convey any or all interest of the Leased Premises or the Lease to any third party unless such party specifically assumes the terms of the Lease in writing at or before the time of such assignment, sale or conveyance, and prior to such transfer Lessee is notified of the transfer in writing. Any transfer by Lessor in violation of this provision shall render any such transfer (whether by operation of law or not), at the option of Lessee, invalid and void.
 - c. License or Sublease by Lessee. Lessee may sublet or license any part of the Leased Premises for any permissible use under the Lease at any time without notice to, or consent from, Lessor. Lessee and Lessee's sublessees and licensees shall be entitled to use the Leased Premises for any use not prohibited in the Lease, and the provisions of the Lease shall benefit Lessee's Customers.
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 address set forth herein. Either party may change its notice address with 30 days written notice. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

Lessor: W. Jean Oelling
4001 Pinewood Ln.
Lincoln, NE 68516

Lessee: SpectraSite Communications, LLC
c/o American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

With copy to: SpectraSite Communications, LLC
c/o American Tower
116 Huntington Avenue
Boston, MA 02116
Attn: Legal Department

6. Effect. This Memorandum is not a complete summary of the terms and conditions contained in the Lease. Provisions in the Memorandum should not be used in interpreting the Lease provisions. In the event of a conflict between this Memorandum and the Lease, the Lease will control.
7. Trustee Certificate. I, W. Jean Oelling, Trustee of the "W. Jean Oelling Revocable Living Trust" dated February 24, 1994, hereby certify as follows:
- 1. I am the sole Trustee of the said Trust.
 - 2. The trust has not been altered, amended or terminated and is still in force and effect.
 - 3. No beneficiary of the Trust is a minor, a corporation selling all or substantially all of its assets, and no beneficiaries are mentally disabled.
 - 4. All of the beneficiaries of the trust have authorized us to enter into a Lease Amendment with SpectraSite Communications, LLC, a Delaware limited liability company.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Lessor and Lessee have each executed this Memorandum as of the day first above written.

LESSOR:

"W. Jean Oelling Revocable Living Trust"

dated February 24, 1994

WITNESSES:

W. Jean Oelling
W. Jean Oelling, Trustee

Marayla Panko
Signature
Print Name: Marayla Panko

Brittney Munford
Signature
Print Name: Brittney Munford

ACKNOWLEDGEMENT

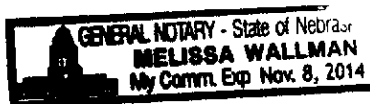
State of Nebraska)

County of Lancaster)

On April 25, 2011 before me, Melissa Wallman (here insert name), a Notary Public, personally appeared W. Jean Oelling, personally known to me (or 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 behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Melissa Wallman
Notary Public
Print Name: Melissa Wallman
My commission expires: 11-8-14




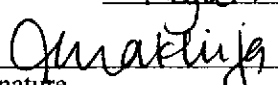
LESSEE:
SPECTRASITE COMMUNICATIONS, LLC
A Delaware limited liability company



Jason D. Hirsch
Vice President, Corporate Development – US Tower

WITNESSES:



Signature
Print Name: Megan V. Albert


Signature
Print Name: Anil Makin


ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On May 17, 2011 before me, Kelley E Langdon (here insert name), a Notary Public, personally appeared Jason D. Hirsch, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public
Print Name: Kelley E Langdon
My commission expires: 4/7/2017

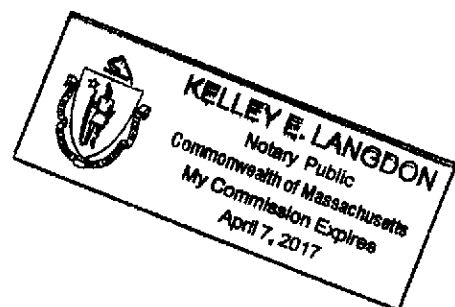


EXHIBIT A
TO MEMORANDUM OF LEASE

This Exhibit A may be replaced by an As-Built Survey, at Lessee's option, by inserting a new Exhibit A-1 hereto, depicting the Leased Premises, Access and Utilities Easements and if applicable, guy wire and guy anchor easements, which Exhibit A-1 shall replace this Exhibit A.

PARENT PARCEL

The South Half (S 1/2) of the Southeast Quarter (SE 1/4) of Section Ten (10), Township Eight (8), Range Six (6), East of the 6th P.M., Lancaster County, Nebraska

LEASED PREMISES

LEASED PREMISES DESCRIBED AS FOLLOWS:

That part of the Southeast Quarter of the Southeast Quarter of Section 10, Township 8 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska, described as follows:

Commencing at the southeast corner of the Southeast Quarter of the Southeast Quarter of Section 10; Thence South 89°37'29" West (bearings based on Astronomic North with the Meridional Point being at the base of the tower) for 1019.50 feet along the south line of Southeast Quarter of Section 10; Thence North 00°22'31" West for 471.91 feet to the TRUE POINT OF BEGINNING; Thence South 89°37'29" West for 100.00 feet; Thence North 00°22'31" West for 100.00 feet; Thence North 89°37'29" East for 100.00 feet; Thence South 00°22'31" East for 100.00 feet to the Point of Beginning. Contains 0.23 acres.

ACCESS AND UTILITY EASEMENT

Lessee retains any and all access and utility easement(s) from the Leased Premises to the public right of way, including but not limited to the following:

A permanent Ingress and Egress Easement over that part of the Southeast Quarter of the Southeast Quarter of Section 10, Township 8 North, Range 6 East of the 6th P.M., Lancaster County, Nebraska, described as follows:

Commencing at the southeast corner of the Southeast Quarter of the Southeast Quarter of Section 10; Thence South 89°37'29" West (bearings based on Astronomic North with the Meridional Point being at the base of the tower) for 830.59 feet along the south line of the Southeast Quarter of the Southeast Quarter of Section 10 to the TRUE POINT OF BEGINNING; Thence continuing South 89°37'29" West for 25.00 feet along said south line; Thence North 00°22'31" West for 450.69 feet; Thence North 63°38'52" West for 113.89 feet; Thence South 89°37'29" West for 37.09 feet; Thence South 00°22'31" East for 30.00 feet; Thence South 89°37'29" West for 25.00 feet to a point in the east line of a communications tower lease site, said point falling 17.50 feet north of the southeast corner thereof; Thence North 00°22'31" West for 55.00 feet along said east line; Thence North 89°37'29" East for 68.03 feet; Thence South 63°38'52" East for 135.23 feet; Thence South 00°22'31" East for 466.09 feet to the south line of the Southeast Quarter of the Southeast Quarter of Section 10 and the Point of Beginning. Contains 0.39 acres.

5°38'5"