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OCT 23 2015 12:15 P 6

Fee amount: 40.00
FB: 61-11236
COMP: LC

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/23/2015 12:15:07.00



2015089972

Prepared by and Return to: Susan Hanley
American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Richard T. Northrup, Esq.
ATC Site No: 418433
ATC Site Name: Milts Mini Storage NE
Assessor's Parcel No(s): 1023590879

131107 NE

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the 24th day of September, 2015 by and between **Nova Company ("Landlord")** and **Omaha Cellular Telephone Company d/b/a Verizon Wireless ("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 Cell Site Lease Agreement dated January 9, 1996 (as the same may have been amended, renewed, extended, restated, and/or modified 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 all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower manages, operates and maintains the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant.
3. **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 January 10, 2046. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

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4. **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.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **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.
7. **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: Nova LLC, 11425 P Street, Omaha, NE 68137; To Tenant at: Omaha Cellular Telephone Company d/b/a Verizon Wireless 180 Washington Valley Road, Bedminster, NJ 07921, Attn. Network Real Estate; and also 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.
8. **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.
9. **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 FOLLOW ON NEXT PAGE]

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

LANDLORD

Nova LLC, a Nebraska limited liability company

Signature: *Charles Faulk*
Print Name: Charles Faulk
Title: President
Date: 8/27/2015

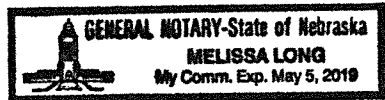
WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Nebraska
County of Douglas

On this 27 day of August, 2015, before me, the undersigned Notary Public, personally appeared Charles Faulk, 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.

Melissa Long
Notary Public
Print Name: Melissa Long
My commission expires: May 5, 2019



[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT

Omaha Cellular Telephone Company d/b/a
Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: [Handwritten Signature]
Print Name: Shawn Lanier
Title: Vice President - Legal
Date: 9-24-15

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 24th day of September, 2015, 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: _____
My commission expires: 4/22/2016

[SEAL]



NICOLE C. MONTGOMERY
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 22, 2016

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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.

Lot 51, Empire Park 3rd Platting, commonly referred to as Milt's Mini-Storage near Interstate I-80 and "Q" Streets, in Omaha, Douglas County, Nebraska.

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. 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). Also including the site equipment and associated ancillary equipment located within the structure designated "Unit 1" as indicated in the Lease.

A PORTION OF LOT 51, IN EMPIRE PARK 3RD PLATTING, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA.

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 51; THENCE S03°23'46"E (BEARINGS ARE BASED ON NEBRASKA STATE PLANE COORDINATES, 2600 ZONE), A DISTANCE OF 150.40 FEET TO THE POINT OF BEGINNING; THENCE S77°47'29"E, A DISTANCE OF 35.05 FEET; THENCE S12°12'31"W, A DISTANCE OF 20.91 FEET; THENCE N77°47'29"W, A DISTANCE OF 35.05 FEET; THENCE N12°12'31"E, A DISTANCE OF 20.91 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 733 SF, OR 0.017 ACRES, MORE OR LESS.

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EXHIBIT A (Continued)

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 Leased Premises to and from a public right of way.

A PORTION OF LOT 51, IN EMPIRE PARK 3RD PLATTING, AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA.

A STRIP OF LAND, 10 FEET IN WIDTH, LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 51; THENCE S03°23'48"E (BEARINGS ARE BASED ON NEBRASKA STATE PLANE COORDINATES, 2800 ZONE), A DISTANCE OF 150.40 FEET TO THE NORTHWEST CORNER OF A LEASE AREA; THENCE S77°47'29"E ALONG THE NORTH LINE OF A LEASE AREA, A DISTANCE OF 35.05 FEET; THENCE S12°12'31"W ALONG THE EAST LINE OF A LEASE AREA, A DISTANCE OF 10.46 FEET TO THE POINT OF BEGINNING; THENCE S43°51'05"E, A DISTANCE OF 103.20 FEET; THENCE S00°00'00"E, A DISTANCE OF 53.55 FEET; THENCE S36°02'20"E, A DISTANCE OF 21.51 FEET; THENCE N52°12'19"E, A DISTANCE OF 70.00 FEET, MORE OR LESS, TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF P STREET, SAID POINT BEING THE POINT OF TERMINUS.

SAID PARCEL CONTAINS 2453 SF, OR 0.056 ACRES, MORE OR LESS.

SIDELINES OF SAID STRIP EXTEND OR SHORTEN AS NECESSARY TO INTERSECT THE LINES THAT THE POINT OF BEGINNING AND POINT OF TERMINUS ARE PART OF.

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