

City of Scottsbluff, Nebraska

Monday, December 7, 2020

Regular Meeting

Item Reports1

Council to discuss and consider approval of First Amendment to Land Lease with Cellco Partnership d/b/a Verizon Wireless for tower site at 23 Club and authorize the Mayor to sign the Memorandum of Lease.

Staff Contact: Rick Kuckkahn, Interim City Manager

THE FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between City of Scottsbluff, Nebraska, a Nebraska municipal corporation ("**Landlord**") and Cellco Partnership d/b/a Verizon Wireless ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated July 3, 2014 (as the same may have been amended 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 portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, 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 subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Thirty Thousand and No/100 Dollars (\$30,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before December 31, 2020; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on September 1, 2014 and, without giving effect to the terms of this Amendment but assuming exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on August 31, 2034. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of four (4) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant

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notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty (60) day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease is **Nine Hundred Fifty Five and 24/100 Dollars (\$955.24)** per month (the "**Rent**"). Commencing on September 1, 2021, and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to **two percent (2%)** of the then current Rent. In the event of any overpayment of Rent or Collocation Fee (as defined below) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, **all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to CITY OF SCOTTSBLUFF NE.** The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.

4. **Revenue Share.**

a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant (or American Tower) shall pay Landlord an amount equal to **One Hundred and No/100 Dollars (\$100.00)** per month for each sublease, license or other collocation agreement (any sublease, license or other collocation agreement, a "**Collocation Agreement**") for the use of any portion of the Leased Premises entered into by and between Tenant or American Tower and a third party subsequent to the Effective Date (any such party, the "**Additional Collocator**" and any such amount, the "**Collocation Fee**"). The Collocation Fee shall not be subject to the escalations to Rent as delineated in this Amendment and/or the Lease.

b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant (or American Tower) of the first Collocation Fee paid by the Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's (or American Tower's) obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant (or American Tower) shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant or American Tower.

c. Landlord hereby acknowledges and agrees that Tenant and American Tower has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify

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(including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Tenant and/or American Tower deems advisable, in Tenant's and/or American Tower's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.

5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, installing, modifying, repairing, or replacing improvements within the Leased Premises and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Notwithstanding the foregoing, Tenant shall need consent from Landlord for subleasing and licensing to additional customers, which consent shall not be conditioned or unreasonably withheld or delayed. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby consents to, and agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease or any appeals related to the value of the Leased Premises, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, or any appeals related to the value of the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications or appeals shall be limited strictly to the use or value of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or

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Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

7. **Notices.** The Parties acknowledge and agree that Section 23 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. 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: 2525 Circle Dr, Scottsbluff, NE 69361, with copy to: Attn City Attorney 1502 2nd Ave, Scottsbluff, NE 69361-3224; To Tenant at: Verizon Wireless, Attn: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with a copy to: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others 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 Amendment may be executed in several 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, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
9. **Governing Law.** The Parties acknowledge and agree that Section 21 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment 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.
10. **Waiver.** The Parties acknowledge and agree that Section 11 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
11. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "*Security Interest*") in Tenant's (or American Tower's) interest in this Lease, as

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amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("*Tenant's Mortgagee*") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "*Holder*") as "*Tenant*" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

12. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES FOLLOW ON NEXT PAGE]

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LANDLORD:

City of Scottsbluff, Nebraska,
a Nebraska municipal corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

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TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

**ATC Site No: 421226
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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.

East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska.

Being situated in the County of Scotts Bluff, State of Nebraska,
and being known as Scotts Bluff County APN: 010305157.

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 (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

That part of a part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, and being more particularly described as follows:

Referring to the Northwest corner of Scottsbluff ARNG Armory tract, a 5/8" Rebar found, thence northerly on an assumed bearing of North 02°15'50" East, on the westerly line of William Frank Park Addition, 8.00 feet, to the Point of Beginning for the described Land Space, thence following the perimeter of the Land Space on the following bearings and distances: thence North 02°15'50" East, 60.00 feet; thence South 88°17'52" East, 50.00 feet; thence South 02°15'50" West, 60.00 feet; thence North 88°17'52" West, 50.00 feet, to the Point of Beginning. Containing a total calculated area of 3,000 square feet, or 0.069 acres, more or less

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EXHIBIT A (Continued)

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

Access/Utility Right of Way:

An Access/Utility Right of Way, 19 feet in width, located in that part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, situated on part of the Southeast Quarter (SE 1/4) of Section 14, Township 22 North, Range 55 West of the 6th P.M. in Scotts Bluff County, Nebraska and the centerline being more particularly described as follows.

Referring to the Northwest corner of Scottsbluff ARNG Armory tract, a 5/8" Rebar found, thence northerly on an assumed bearing of North 02°15'50" East, on the westerly line of William Frank Park Addition, 8.00 feet, to the Southwest corner of the described Land Space; thence following the perimeter of the Land Space on the following bearings and distances: thence North 02°15'50" East, 60.00 feet, thence South 88°17'52" East, 50.00 feet, thence South 02°15'50" West, 50.56 feet, to the Point of Beginning for the center line of the described right of way, thence easterly South 85°10'41" East, 118.83 feet; thence southerly South 00°00'00" East, 169.54 feet to a point of intersection on the northerly right of way line of 29th Street, also being the Point of Termination for the center line of the described easement. Containing a total calculated area of 4,325 square feet, or 0.099 acres, more or less.

Utility Right of Way:

An Utility Right of Way, 8 feet in width, located in that part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, situated on part of the Southeast Quarter (SE 1/4) of Section 14, Township 22 North, Range 55 West of the 6th P.M. in Scotts Bluff County, Nebraska and the centerline being more particularly described as follows:

Referring to the Northwest corner of Scottsbluff ARNG Armory tract, a 5/8" Rebar found, thence northerly on an assumed bearing of North 02°15'50" East, on the westerly line of William Frank Park Addition, 4.00 feet, to the Point of Beginning for the center line of the described right of way, thence easterly South 88°17'52" East, 157.49 feet, thence southerly South 00°00'00" East, 162.49, to a point of intersection on the northerly right of way line of 29th Street, also being the Point of Termination for the center line of the described right of way. Containing a total calculated area of 2560 square feet, or 0.059 acres, more or less.

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EXHIBIT B

FORM OF MEMORANDUM OF LEASE

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Site Name: NE01-HIRAM SCOTT NE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Nicole Nelson, Esq.
ATC Site No: 421226
ATC Site Name: NE01-HIRAM SCOTT NE
Assessor's Parcel No(s): 010305157

Prior Recorded Lease Reference:

Book _____, Page _____
Document No: _____
State of Nebraska
County of Scotts Bluff

MEMORANDUM OF LEASE

This Memorandum of Lease (the "*Memorandum*") is entered into on the _____ day of _____, 202__ by and between City of Scottsbluff, Nebraska, a Nebraska municipal corporation ("*Landlord*") and Celco Partnership 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 Land Lease Agreement dated July 3, 2014 (as the same may have been amended 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 portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, 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 subleases, manages, operates and maintains, as applicable, 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 (the "*POA*") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
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 August 31, 2054. 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. **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 courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 2525 Circle Dr, Scottsbluff, NE 69361, **with copy to:** Attn City Attorney 1502 2nd Ave, Scottsbluff, NE 69361-3224, To Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with a copy to; American Tower, Attn: Land Management 10 Presidential Way, Woburn, MA 01801, **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 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

2 WITNESSES

City of Scottsbluff, Nebraska,
a Nebraska municipal corporation

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, 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.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

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TENANT

WITNESSES

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, 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.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

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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.

East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska.

Being situated in the County of Scotts Bluff, State of Nebraska,
and being known as Scotts Bluff County APN: 010305157.

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 (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

That part of a part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, and being more particularly described as follows:

Referring to the Northwest corner of Scottsbluff ARNG Army tract, a 5/8" Rebar found, thence northerly on an assumed bearing of North 02°15'50" East, on the westerly line of William Frank Park Addition, 8.00 feet, to the Point of Beginning for the described Land Space; thence following the perimeter of the Land Space on the following bearings and distances: thence North 02°15'50" East, 60.00 feet; thence South 88°17'52" East, 50.00 feet; thence South 02°15'50" West, 60.00 feet; thence North 88°17'52" West, 50.00 feet, to the Point of Beginning. Containing a total calculated area of 3,000 square feet, or 0.069 acres, more or less

ATC Site No: 421226
VZW Site No: 265475
Site Name: NE01-HIRAM SCOTT NE

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

Access/Utility Right of Way:

An Access/Utility Right of Way, 19 feet in width, located in that part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska, situated on part of the Southeast Quarter (SE 1/4) of Section 14, Township 22 North, Range 55 West of the 6th P.M. in Scotts Bluff County, Nebraska and the centerline being more particularly described as follows.

Referring to the Northwest corner of Scottsbluff ARNG Armory tract, a 5/8" Rebar found, thence northerly on an assumed bearing of North 02°15'50" East, on the westerly line of William Frank Park Addition, 8.00 feet, to the Southwest corner of the described Land Space; thence following the perimeter of the Land Space on the following bearings and distances: thence North 02°15'50" East, 60.00 feet; thence South 88°17'52" East, 50.00 feet; thence South 02°15'50" West, 50.56 feet, to the Point of Beginning for the center line of the described right of way, thence easterly South 85°10'41" East, 118.83 feet; thence southerly South 00°00'00" East, 169.54 feet, to a point of intersection on the northerly right of way line of 29th Street, also being the Point of Termination for the center line of the described easement. Containing a total calculated area of 4,325 square feet, or 0.099 acres, more or less.

Utility Right of Way:

An Utility Right of Way, 8 feet in width, located in that part of the East 300' and vacated 1st Avenue North of 29th Street and the West 151.5' except the South 900 feet, all in William Frank Park Addition to the City of Scottsbluff, Scottsbluff County, Nebraska situated on part of the Southeast Quarter (SE 1/4) of Section 14, Township 22 North, Range 55 West of the 6th P.M. in Scotts Bluff County, Nebraska and the centerline being more particularly described as follows:

Referring to the Northwest corner of Scottsbluff ARNG Armory tract, a 5/8" Rebar found, thence northerly on an assumed bearing of North 02°15'50" East, on the westerly line of William Frank Park Addition, 4.00 feet, to the Point of Beginning for the center line of the described right of way, thence easterly South 88°17'52" East, 157.49 feet, thence southerly South 00°00'00" East, 162.49, to a point of intersection on the northerly right of way line of 29th Street, also being the Point of Termination for the center line of the described right of way. Containing a total calculated area of 2560 square feet, or 0.059 acres, more or less.

ATC Site No: 421226
VZW Site No: 265475
Site Name: NE01-HIRAM SCOTT NE