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 RICHARD N. TAKECHI  
 REGISTER GEODESIC  
 DOUGLAS COUNTY, NE

Recording requested by and when  
 recorded return to:  
 Site Administration  
 BTS Leasing Department  
 6001 Broken Sound Parkway, #400  
 Boca Raton, Florida 33487  
 (561) 995-7670

# MEMORANDUM OF OPTION AND LAND LEASE

*Rush*

THIS MEMORANDUM OF OPTION AND LAND LEASE (herein "Memorandum") is made this 26<sup>th</sup> day of January, 1998, by and between Vern G. and Jenene M. Kessler, having an address of 9220 N. 60<sup>th</sup> St., Omaha, NE 68152 (herein "Lessor") and SBA, INC., a Florida corporation, having a principal office located at 6001 Broken Sound Parkway, Suite 400, Boca Raton, Florida 33487 (herein "Lessee").

WHEREAS, Lessor and Lessee entered into that certain Option and Land Lease dated July 25, 1997 whereby, Lessor granted to Lessee an Option to lease the land described in Exhibit "A" attached hereto and made a part hereof. All terms used but not defined herein shall have the meaning ascribed to them in the Option and Land Lease.

WHEREAS, Lessor and Lessee desire to enter into this Memorandum to give notice of said Option and Land Lease and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the option, the rents reserved and the covenants and conditions more particularly set forth in the Option and Land Lease, Lessor and Lessee do hereby covenant, promise and agree as follows:

1. The Option and Land Lease provides in part that Lessor grants to Lessee an exclusive and irrevocable Option to lease a certain site ("Site") located at Addition Number 28260, O'Briens Addition of Lot 18, Except for the east 2.43 feet, City of Omaha, County of Douglas, State of Nebraska, within the property of or under the control of Lessor which is legally described in Exhibit "A" attached hereto and made a part hereof. The Initial Option Period expires December 19, 1997 and may be extended for an additional period of 180 days.
2. In the event Lessee exercises the Option, Lessee shall lease the Site from Lessor, together with all easements for ingress, egress and utilities as more particularly described in the Option and Land Lease, all upon the terms and conditions more particularly set forth in the Option and Land Lease for a term of five (5) years, which term is subject to four (4) additional five (5) year extension periods.
3. The sole purpose of this instrument is to give notice of said Option and Land Lease and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. The Option and Land Lease contains certain other rights and obligations in favor of Lessor and Lessee which are more fully set forth therein.
4. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns for the term of the Option and Land Lease and any extensions thereof. All covenants and agreements of this Option and Land Lease shall run with the land described in Exhibit "A".

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IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

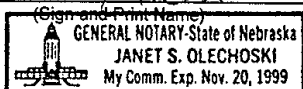
LESSOR: Vern G. and Jenene M. Kessler

By: Vern G. Kessler

Title: Owner

Date: 1-26-98 Janet S. Olechowski

Witness: Vern G. Kessler



Notary Public:

I, Janet S. Olechowski do hereby certify that  
Vern G. Kessler personally appeared  
 before me this day and acknowledged the due  
 execution of the foregoing instrument.

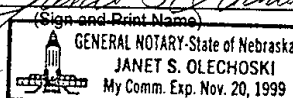
Witness my hand and seal this 26 day of January, 1998.

By: Jenene M. Kessler

Title: Owner

Date: 1-26-98

Witness: Janet S. Olechowski



Notary Public:

I, Janet S. Olechowski do hereby certify that  
Jenene M. Kessler personally appeared  
 before me this day and acknowledged the due  
 execution of the foregoing instrument.

Witness my hand and seal this 26 day of January, 1998.

LESSEE: <sup>Trustee</sup> SBA, Inc.

By: Lawrence M. Wisberg

Title: Director of Administration

Date: 2/5/98

Witness: Deborah D. Howard

(Sign and Print Name)

Notary Public:

I, Deborah D. Howard do hereby certify that  
Lawrence M. Wisberg personally appeared  
 before me this day and acknowledged the due  
 execution of the foregoing instrument.

Witness my hand and seal this 5 day of February, 1998.

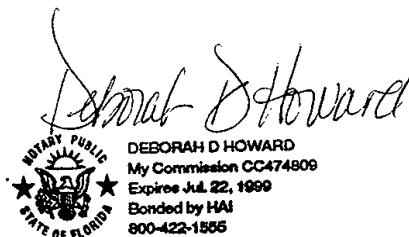


EXHIBIT "A"  
Legal Description

NE Omaha #8541

A TRACT OF LAND LOCATED IN LOT 18, O BRIENS ADDITION, CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTHERLY A DISTANCE OF 63.42 FEET ALONG THE EAST LINE OF SAID LOT 18; THENCE WESTERLY DEFLECTING 090 DEGREES, 00 MINUTES, 00 SECONDS RIGHT, A DISTANCE OF 2.43 FEET ALONG THE SOUTH LINE OF SAID LOT 18; THENCE NORTHERLY DEFLECTING 089 DEGREES, 59 MINUTES, 44 SECONDS RIGHT, A DISTANCE OF 63.42 FEET; THENCE EASTERLY DEFLECTING 090 DEGREES, 00 MINUTES, 16 SECONDS RIGHT, A DISTANCE OF 2.43 FEET ALONG THE NORTH LINE OF SAID LOT 18 TO THE POINT OF BEGINNING CONTAINING 153.96 SQUARE FEET, MORE OR LESS.

SAID GRANTOR DOES HEREBY RETAIN AND RESERVE TO SAID GRANTOR AND TO HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS ALL RIGHTS TO OIL AND GAS MINERALS, IN OR ON THE ABOVE DESCRIBED REAL PROPERTY. SAID GRANTOR AND/OR HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT TO ENTER OR USE THE SURFACE OF SAID REAL PROPERTY FOR ANY PURPOSE CONCERNING SAID OIL AND GAS MINERAL RIGHTS, NOR SHALL SAID GRANTOR AND/OR HIS, HER OR THEIR HEIRS, SUCCESSORS AND ASSIGNS IN EXTRACTING SAID OIL AND GAS MINERALS FROM SAID REAL PROPERTY, DAMAGE OR IN ANY WAY IMPAIR THE USE OF SAID REAL PROPERTY.