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FUN 839310 Lease/Lic 601341

DYKEMA GOSSETT PLLC
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39577 Woodward Ave., Suite 300
Bloomfield Hills, Michigan 48304

EW
AFTER RECORDING RETURN TO:
UPF WASHINGTON INC
12410 E MIRABEAU PKWY #100
SPOKANE VALLEY WA 99216
REF # 305448

See Exhibit A for Common Address and Tax Parcel No. – Above Space for Recorder's Use

FIRST AMENDMENT TO MEMORANDUM OF LEASE AND OPTION

THIS FIRST AMENDMENT TO MEMORANDUM OF LEASE AND OPTION (the "Memorandum") is made effective this 9 day of June, 2009, by and between **JAMES M. YOUNG** and **MARY J. YOUNG**, husband and wife ("Landlord"), having a mailing address of 6643 Morrill Avenue, Lincoln, Nebraska 68507, and **CROWN CASTLE MU LLC**, a Delaware limited liability company, f/k/a Mountain Union Telecom, LLC ("Tenant"), successor in interest to Cricket Nebraska Property Company and Cricket Communications, Inc., with its principal place of business located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS:

WHEREAS, Landlord and Tenant are the current parties under that certain Site Lease with Option dated September 28, 2001, with a commencement date of December 15, 2001, originally by and between JNP Investments, LLC, as landlord ("Original Landlord"), and Cricket Nebraska Property Company, a Delaware corporation ("Cricket"), as tenant (the "Lease"), whereby Cricket leased certain real property located in Lancaster County, Nebraska, from the Original Landlord, together with access and utility easements (collectively, the "Premises"), all

of which is located within the property now owned by Landlord, which is more particularly described on **Exhibit "A"** (the "Property");

WHEREAS, Landlord acquired the Property from Original Landlord pursuant to that certain Warranty Deed dated June 4, 2008 and recorded July 8, 2008 as Instrument No. 2008032196 in the Public Records for Lancaster County, Nebraska;

WHEREAS, the Lease is evidenced by that certain Memorandum of Lease and Option dated October 1, 2001 and recorded February 1, 2002 as Instrument No. 02-7761 in the Public Records for Lancaster County, Nebraska;

WHEREAS, the Lease was assigned from Cricket to Tenant pursuant to that certain Assignment and Assumption of Site Lease with Option dated October 31, 2005 and recorded November 28, 2005 as Instrument No. 2005069832 in the Public Records for Lancaster County, Nebraska;

WHEREAS, the parties have modified the terms of the Lease by that certain First Amendment to Site Lease With Option dated the same date as this Memorandum, and wish to provide record notice of the existence of the Lease as amended thereby (hereafter, the Lease is referred to as the "Amended Lease") and the status of certain rights and interests thereunder through the recording of this Memorandum in the Public Records for Lancaster County, Nebraska.

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the sum of \$100.00, the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. The recitals hereinabove are true and correct and are incorporated herein by this reference.
2. Landlord hereby acknowledges, ratifies, and confirms Tenant's interest in and to the Amended Lease.
3. Landlord and Tenant certify that the Amended Lease is in full force and effect, and that as of the date hereof, there are no current defaults or breaches under the Amended Lease by Landlord and/or Tenant. Further, Landlord and Tenant are not aware of any events which have occurred which, with the passage of time or service of notice, or both, would constitute a default under the Amended Lease and that Landlord and Tenant have full right to execute and deliver this instrument.
4. The terms and provisions of the Amended Lease are hereby restated and incorporated herein by this reference.

5. The Amended Lease provides that the initial term of the Amended Lease is five (5) years, commencing on December 15, 2001, with twenty (20) renewal terms of five (5) years each. The term of the Amended Lease, including all renewal terms, if exercised, will terminate on December 14, 2106.
6. The Amended Lease provides the legal description of the Premises, which is set forth on the attached **Exhibit "B"** and a depiction of the Premises, which is shown on the survey as set forth on the attached **Exhibit "C"**.
7. The Amended Lease provides that if Landlord receives an offer from any entity (along with any of its affiliates) that owns and operates towers or other facilities for wireless telecommunications or any entity that is in the business of acquiring Landlord's interest in the Lease and said entity desires to acquire any of the following interests in all or a portion of the Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Landlord's interest in the Lease, including, but not limited to, the rent or revenue derived therefrom, whether separately or as part of the sale, transfer, grant, assignment, lease or encumbrance of the Property or other interest in the Lease, or (vi) an option to acquire any of the foregoing, Landlord shall provide written notice to Tenant of said offer no later than thirty (30) days prior to Landlord accepting said offer.
8. The parties consent to the recording of this Memorandum in the Public Records of Lancaster County, Nebraska, and agree that this Memorandum shall be executed in recordable form.
9. This Memorandum may be executed in counterparts, each of which shall constitute an original instrument.

[Remainder of page intentionally left blank; signature page to follow]

TENANT:

CROWN CASTLE MU LLC, a Delaware limited liability company

By: [Signature]
Name: R. Christopher Mooney
Its: Director - Land Acquisition Operations

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

The foregoing was acknowledged before me this 9 day of June, 2009 by R. Christopher Mooney, the Director of Crown Castle MU LLC, a Delaware limited liability company, on behalf of the limited liability company.

[Signature]

Notary Public, State of Texas, County of Harris
Acting in the County of HARRIS
My Commission Expires: 9.19.2012

[SEAL]



EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

LOT 2, SIMOND'S SUBDIVISION, A SUBDIVISION OF LOTS 4, 5 AND 6, BLOCK 6, AND LOTS 7, 8 AND 9, BLOCK 7, ACKERMANS ADDITION TO HAVELOCK, AND VACATED 67TH STREET THEREON, LINCOLN, LANCASTER COUNTY, NEBRASKA.

PIN: 17-09-250-002-000

Address: 6720 Seward Ave., Lincoln, Nebraska

EXHIBIT "B"

LEGAL DESCRIPTION OF PREMISES

PART OF LOT 2, SIMOND'S SUBDIVISION, A SUBDIVISION OF LOTS 7, 8 AND 9, BLOCK 7, AND LOTS 4, 5 AND 6, BLOCK 6, AND THAT PART OF VACATED 67TH STREET AS ADJACENT THERETO, ACKERMANS ADDITION TO HAVELOCK, CITY OF LINCOLN, COUNTY OF LANCASTER, STATE OF NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N 90°00'00" W ON THE SOUTH LINE OF SAID LOT 2, 114.61 FEET; THENCE DEPARTING SAID SOUTH LINE N 00°00'00" E, 13.11 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF AN EXISTING 8 FOOT TALL CHAIN LINK FENCE ENCLOSURE; THENCE ALONG SAID CHAIN LINK FENCE THE FOLLOWING FOUR COURSES:

N 85°37'43" W, 53.02 FEET TO THE SOUTHWEST CORNER OF SAID FENCE ENCLOSURE; THENCE N 03°06'10" E, 30.57 FEET TO THE NORTHWEST CORNER OF SAID FENCE ENCLOSURE; THENCE S 85°37'43" E, 53.02 FEET TO THE NORTHEAST CORNER OF SAID FENCE ENCLOSURE; THENCE S 03°06'10" W, 30.57 FEET TO THE POINT OF BEGINNING.

CONTAINING A COMPUTED AREA OF 1,620.82 SQUARE FEET OR 0.03 ACRES MORE OR LESS.

TOGETHER WITH AN ACCESS EASEMENT DESCRIBED AS FOLLOWS:

A 12 FOOT WIDE COMMUNICATIONS TOWER ACCESS EASEMENT BEING PART OF LOT 2, SIMOND'S SUBDIVISION, A SUBDIVISION OF LOTS 7, 8 AND 9, BLOCK 7, AND LOTS 4, 5 AND 6, BLOCK 6, AND THAT PART OF 67TH STREET AS ADJACENT THERETO, ACKERMANS ADDITION TO HAVELOCK, CITY OF LINCOLN, COUNTY OF LANCASTER, STATE OF NEBRASKA, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N 90°00'00" W ON THE SOUTH LINE OF SAID LOT 2, 133.73 FEET TO THE POINT OF BEGINNING; THENCE N 04°22'17" W, 14.53 FEET TO THE POINT OF TERMINUS AT THE CENTER LINE OF AN EXISTING 12 FOOT WIDE GATE.

CONTAINING A COMPUTED AREA OF 174.36 SQUARE FEET MORE OR LESS.

DETAIL A
SCALE 1"=10'

