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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
8/25/2014 10:08:03.44



2014065959

Prepared by and Return to:

SAC Wireless
Tiara Lipps
1501 E. Woodfield Road
Suite 300 E
Schaumburg, IL 60173

Re: Cell Site #: OMAHNE1425
Cell Site Name: 108th & Q/Harrison
Fixed Asset Number: 10132131
Licensor Site Name/Number: 108thQ Harrison NE / 281288
State: Nebraska
County: Douglas

**FIRST AMENDMENT TO MEMORANDUM OF
LEASE**

This First Amendment to Memorandum of Lease (the "**Memorandum**") is entered into on this 1st day of August, 2014, by and between American Towers LLC, a Delaware limited liability company, having a mailing address of 10 Presidential Way, Woburn, MA 01801 (hereinafter referred to as "**Licensor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr. NE, Suite 13-F West Tower, Atlanta, GA 30324 (hereinafter referred to as "**Licensee**").

1. Licensor and Licensee entered into a certain Schedule Tower Space License For New Sites on January 30, 2014 (the "**Schedule**"), as amended by that certain First Amendment to Schedule Tower Space License for New Sites for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Schedule. A Memorandum of Lease reflecting the Schedule was recorded February 18, 2014 as Document Number 2014012069 in the public records of Douglas County, State of Nebraska.
2. The portion of the land being leased to Licensee (the "**Premises**") is described in Exhibit 1-A annexed hereto. **Exhibit 1-A** hereby replaces **Exhibit 1** to the Memorandum of Lease recorded on February 18, 2014.

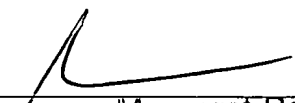
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3. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Schedule, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Schedule, the provisions of the Schedule shall control. The Schedule shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Schedule.

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

"LICENSOR"

American Towers LLC, a Delaware limited liability company

By: 
Print Name: Margaret Robinson
Its: Senior Counsel
Date: 8-1-14

"LICENSEE"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: Michelle Demand
Its: Real Estate & Construction Manager
Date: 7-23-14

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LICENSOR ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)

) ss:

COUNTY OF MIDDLESEX)

On the 1st day of August, 2014, before me personally appeared Margaret Robinson, and acknowledged under oath that She is the Senior Counsel of American Towers LLC, a Delaware limited liability company, the limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.



RYAN COCHRAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 2, 2021

Ryan Cochran
Notary Public: Ryan Cochran
My Commission Expires: 7/2/21

LICENSEE ACKNOWLEDGMENT

STATE OF Minnesota)

) ss:

COUNTY OF Ramsey)

I CERTIFY that on July 23, 2014, Michelle Dward [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the Per manager [title] of New Cingular Wireless PCS AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.



Kathy Leners
Notary Public: _____
My Commission Expires: _____

EXHIBIT 1-A

DESCRIPTION OF LICENSED PREMISES

Page 1 of 1

to the Memorandum dated _____, 2014 by and between American Towers LLC, a Delaware limited liability company, as Licensor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Licensee.

The Licensed Premises is made up of tower space with the ground space dimensions of 12' x 30' that equals a 360 square foot portion of the property leased by the Licensor from the ground lessor described and/or depicted below:

The Property is legally described as follows: Lot 1, I-80 Business Park Replat Eight, being a replat of Lot 1, I-80 Business Park Replat Three, a subdivision located in part of the West ½ of Section 8, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska OPPD and USWC Easements along lot lines as shown or noted in Plat Dedication of Plat as recorded in Book #2131, Page #339

The Premises are described and/or depicted as follows:

That part of said Lot 1, I-80 Business Park Replat Eight, City of Omaha, Douglas County, Nebraska more particularly described as follows:

Commencing at the Southwest Corner of said Lot 1; Thence North 01° 03' 33" East a distance of 133.22 feet along the south line of said Lot 1; Thence North 01° 04' 22" East a distance of 6.00 feet to the Point of Beginning; Thence continuing North 01° 04' 22" a distance of 45.00 feet; Thence south 88° 55' 38" East a distance of 31.02 feet; Thence South 26° 58' 46" East a distance of 50.99 feet; Thence North 88° West a distance of 55.00 feet to the Point of Beginning.

Said parcel contains 1,935 square feet, more or less.

Access and Utility Easement:

A 20.00 foot wide strip of land for access and utility purposes lying 10 feet on each side of the following described centerline in Lot 18, I-80 Business Park, City of Omaha, Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southwest Corner of said Lot 1: Thence North 01° 03' 33" East a distance of 16.00 feet along the west line of said Lot 1, to the Point of Beginning; Thence South 88° 55' 38" East a distance of 133.23 feet to the Point of Terminus.

The sidelines of said strip are to be shortened or lengthened to terminate at the West boundary of said Lease Area.

Said parcel contains 2131 square feet, more or less.

