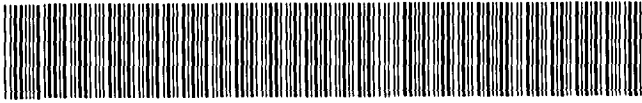


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DEC 19 2011 14:18 P 5

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FEE 25.50
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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
12/19/2011 14:18:34.80



2011109288

THIS PAGE INCLUDED FOR INDEXING
PAGE DOWN FOR BALANCE OF INSTRUMENT

Return To: SAM MANDOLFO
2611 So 117 ST
OMAHA, NE 68144

Check Number
0635039652

ATTACHMENT 1

MEMORANDUM OF LEASE

Prepared by:

SAC Wireless, LLC
635 Remington Road
Suite A
Schaumburg, Illinois 60173

Return to:

AT&T Mobility, LLC
930 National Parkway
Schaumburg, Illinois 60173

Re: Cell Site #OMAHNE1442; Cell Site Name: Budget Storage
Fixed Asset # 10146981
State: Nebraska
County: Douglas

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 19 day of September, 2011, by and between West Pacific Self Storage Limited Partnership, a Nebraska Limited Partnership, having a mailing address at N.P. Dodge Management Co., Inc., 13321 California Street, Omaha, Nebraska 68154 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless PCS, LLC, a Delaware limited liability company having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

1. Landlord and Tenant entered into a certain Lease Agreement ("**Agreement**") on the 17th day of July 2000, as amended by that certain First Amendment to Lease Agreement dated October 21, 2008, and as further amended by that certain Second Amendment to Lease Agreement dated January 10, 2011, and as further amended by that certain Third Amendment to Lease Agreement dated September 19, 2011 for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.

4. This Memorandum of Lease 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 Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement 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 Agreement.

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

"LANDLORD"

West Pacific Self Storage Limited Partnership,
a Nebraska limited partnership

By: N.P. Dodge Investments, Inc.,
its General Partner

By: [Signature]
Print Name: N.P. Dodge, Inc.
Its: President
Date: 9/13/2011

"TENANT"

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

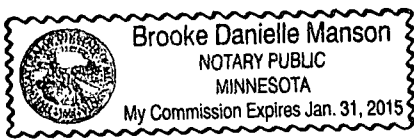
By: AT&T Mobility Corporation
Its: Manager

By: [Signature]
Print Name: Scott A. Root PERRY D. KADORMAS
Its: Manager of Network Implementations, ILAWI
Date: 9/19/2011
Real Estate & Construction Manager

TENANT ACKNOWLEDGEMENT

STATE OF Minnesota)
) ss:
COUNTY OF Hennepin)

On the 19th day of September in the year 2011 before me, the undersigned, a notary public in and for said state, personally appeared Perry D. Kadomas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

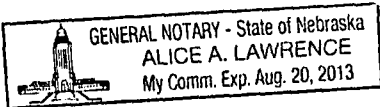


Brooke Manson
Notary Public: Brooke Manson
My Commission Expires: 1-31-2015

LANDLORD ACKNOWLEDGEMENT

STATE OF Nebraska)
) ss:
COUNTY OF Douglas)

BE IT REMEMBERED, that on this 13 day of September, 2011 before me, the subscriber, a person authorized to take oaths in the State of Nebraska, personally appeared N.P. Dodge III who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.



Alice A. Lawrence
Notary Public: _____
My Commission Expires: 8-20-2013

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the Memorandum of Lease dated SEPTEMBER 19, 2011, by and between West Pacific Self Storage Limited Partnership, as Landlord, and New Cingular Wireless PCS LLC, a Delaware liability company, as Tenant.

The Premises are described and/or depicted as follows:

The Property is legally described as: All of Block 28, Pacific Heights Addition, in Douglas County, Nebraska, except that part taken for Pacific Street Right-Of-Way, more particularly described as:

Lot 1, Block 28, Pacific Heights, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, EXCEPT that part deeded to the County of Douglas, Nebraska, described as follows: Referring to the Northeast corner of said Lot; thence South 02°55'25" East (assumed bearing) along the East line of said lot 1, a distance of 69.01 feet; thence South 87°46'40" West a distance of 31.31 feet; thence South 42°16'16" West, a distance of 39.24 feet; thence North 81°17'33" West, a distance of 73.84 feet; thence South 87°46'40" West, a distance of 50.0 feet; thence South 72°08'08" West, a distance of 51.92 feet; thence South 78°41'15" West, a distance of 101.27 feet; thence South 83°46'40" West, a distance of 200.49 feet; thence South 87°46'40", a distance of 100.0 feet; thence South 83°12'14" West, a distance of 68.05 feet to a point on the West line of said lot 1; thence North 32°40'20" West along said West lot line, a distance of 153.61 feet to a point on the South right of way line of Pacific Street; thence North 87°46'40" East along said South right of way line, a distance of 776.15 feet to the point of beginning.

The Premises address is: Unit 1801 and Unit 1710
 15909 Pacific Street
 Omaha, Nebraska 68118