



MISC 2016008535



FEB 05 2016 09:45 P 4

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FEE 28.00 FB 60-29140
BKP _____ C/O _____ COMP _____
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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
2/5/2016 09:45:28.45
 2016008535

Prepared by and when recorded, return to:
Meghan Bucaro
SAC Wireless
540 W Madison St, 17th Floor
Chicago, IL 60661

Re: Cell Site # OMAHANE1442; Cell Site Name: BUDGET STORAGE RELO
Fixed Asset Number: 10146981
State: NE
County: Douglas

**FIRST AMENDMENT TO
MEMORANDUM OF LEASE**

This First Amendment to Memorandum of Lease is entered into on this 8 day of January, 20 16, by and between West Pacific Self Storage Limited Partnership, a Nebraska Limited Partnership, having a mailing address of N.P. Dodge Management Co., Inc., 8710 Frederick Street, Omaha, Nebraska 68154 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to AT&T Wireless PCS, LLC d/b/a AT&T Wireless Services, by AT&T Wireless Services, Inc., having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Tenant**").

1. Landlord and Tenant, or its predecessor in interest, entered into a certain Lease Agreement on the 17th day of July 2000, as amended by that certain First Amendment to Lease Agreement dated the 21st day of October 2008, as amended by that certain Second Amendment to Lease Agreement dated the 10th day of January 2011, as amended by that certain Third Amendment to Lease Agreement dated the 19th day of September 2011, as amended by that certain Fourth Amendment to Lease Agreement dated the ___ day of _____, _____ (collectively, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement. A Memorandum of Lease reflecting the Agreement was recorded 12/19/2011 in Instrument Number 2011109288 in the public records of Douglas County, State of Nebraska.
2. In addition to the Extension Terms presently set forth in the Agreement, there shall be two (2) additional extension terms. The first additional extension term shall commence on October 1,

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2025 and shall be five (5) years. The second additional extension term shall commence on October 1, 2030 and shall be six (6) years.


3. The portion of the land being leased to Tenant (the “Premises”) is described in **Exhibit 1** annexed hereto.
4. This First Amendment to 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 First Amendment to 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 First Amendment to Memorandum of Lease as of the day and year first above written.

“LANDLORD”

West Pacific Self Storage Limited Partnership,
a Nebraska limited partnership

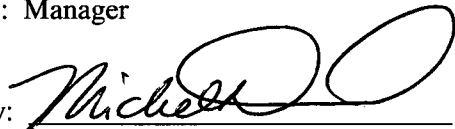
By: N.P. Dodge Investments, Inc.
Its: General Partner

By: 
Print Name: N.P. Dodge Jr.
Title: President
Date: 12.29.15

“TENANT”

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

By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: Michelle Durand
Title: Manager of Real Estate & Construction
Date: 1/8/16

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

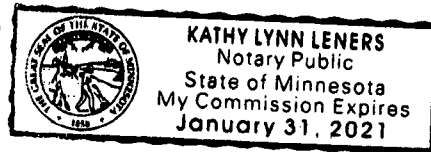
TENANT ACKNOWLEDGEMENT

STATE OF Minnesota

COUNTY OF Ramsey

On the 8 day of Jan in the year 2016 before me, the undersigned, personally appeared Michelle Dward, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kathy L Leners
Notary Public



Printed Name: _____

My Commission Expires: _____

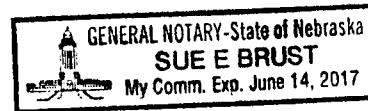
LANDLORD ACKNOWLEDGEMENT

STATE OF Nebraska

COUNTY OF Douglas

On the 29 day of December in the year 2015 before me, the undersigned, personally appeared NP Dodge Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Sue E Brust
Notary Public



Printed Name: SUE E BRUST

My Commission Expires June 14, 2017

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the First Amendment to Memorandum of Lease dated January 8, 2015, by and between West Pacific Self Storage Limited Partnership, a Nebraska Limited Partnership, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

A portion of the Property containing approximately 400 square feet (20' x 20') referenced as unit 1801 and approximately 400 square feet (20' x 20') referenced as unit 1710.

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