



**THIS DOCUMENT PREPARED BY,
and
WHEN RECORDED RETURN TO:**

Md7, LLC
10590 W. Ocean Air Drive, Suite 300
San Diego, CA 92130

Parcel #: 0000011124

SPACE ABOVE FOR RECORDER'S USE

Re: Cell Site WYU1240; Cell Site Name: WY02 LEITER (WY)
Fixed Asset Number: 10149414
State: WY
County: Sheridan

**FIRST
AMENDMENT TO MEMORANDUM OF LEASE**

This First Amendment to Memorandum of Lease is entered into on this 8 day of April, 2014, by and between Gary G. Koltiska and Vicki Jo Koltiska, husband and wife as tenants by the entirety with rights of survivorship, having a mailing address at 120 Cat Creek Road, Sheridan, WY 82801 (hereinafter referred to as "**Owner**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to Alltel Communications, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Suite 13F, West Tower, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Owner and Tenant entered into a certain Communications Site Lease Agreement dated June 2, 2009, as amended by that certain First Amendment to Communications Site Lease Agreement dated April 8, 2014, (hereinafter, collectively, the "**Lease**") for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Lease reflecting the Lease was recorded on January 14, 2010, in Book 513, at Page 0008, in the public records of Sheridan County, State of WY.
2. The Lease initially commenced on October 12, 2009, for an initial term of five (5) years, with five (5) 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 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 Lease, 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



2014-712293 5/27/2014 11:31 AM PAGE: **2** OF **8**
BOOK: 547 PAGE: 159 FEES: \$33.00 PK AMENDED LEASE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

provisions of the Lease, the provisions of the Lease shall control. The Lease 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 Lease.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]



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

OWNER:

Gary G. Koltiska and Vicki Jo Koltiska,
husband and wife as tenants by the entirety with
rights of survivorship

By: 
Gary G. Koltiska

Date: 3-18-14

By: 
Vicki Jo Koltiska

Date: 3-18-14

TENANT:

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

By: AT&T Mobility Corporation
Its: Manager

By: 

Print Name: Gregory D. Ohmer

Title: Area Manager

Date: 4/8/14

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

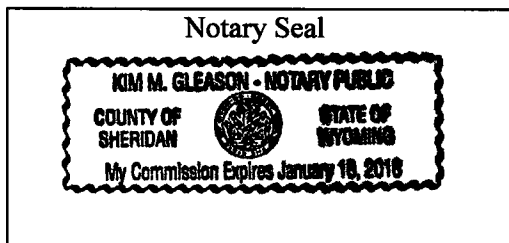


OWNER ACKNOWLEDGEMENT

STATE OF Wyoming)
)
COUNTY OF Sheridan) SS.

I certify that I know or have satisfactory evidence that **Gary G. Koltiska** and **Vicki Jo Koltiska** are the persons who appeared before me, and said persons acknowledged that said persons signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: March 18, 2014



Kim M. Gleason

(Signature of Notary)

KIM M. GLEASON

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of Wyoming

My appointment expires: January 18, 2018

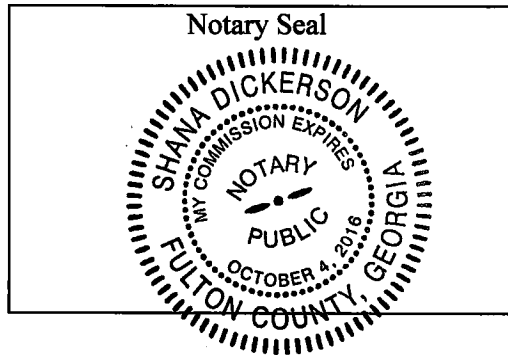


TENANT ACKNOWLEDGEMENT

STATE OF Georgia
COUNTY OF Fulton SS.

I certify that I know or have satisfactory evidence that **Gregory D. Ohmer** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Area Manager** of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 4/8/14



Shana Dickerson
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of _____

My appointment expires: _____



Exhibit 1

to First Amendment to Memorandum of Lease

Legal Description

Street Address: 4355 US Highway 14-16 East, Clearmont, WY 82835

Parcel #: 0000011124

That certain Premises (and access and utility easements) on a portion of the real property described as follows:

Premises Description:

A TRACT OF LAND LOCATED IN PART OF TOWNSHIP 55 NORTH, RANGE 79 WEST OF THE 6TH P.M., SHERIDAN COUNTY, WYOMING: SECTION 23: ALL; SECTION 26: NW1/4 NW1/4, E1/2 W1/2, E1/2; SECTION 35: ALL THAT PORTION OF THE N1/2 NE1/4 AND THE SW1/4 NE1/4, LYING NORTH AND WEST OF THE SOUTHEASTERLY RIGHT-OF-WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP FOUND AT THE NORTHWEST CORNER OF THE NW1/4 OF SAID SECTION 22; THENCE N87°13'00"E ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 5334.53 FEET TO A BRASS CAP FOUND AT THE NORTHWEST CORNER OF THE NW1/4 OF SAID SECTION 23; THENCE S63°35'06"E, A DISTANCE OF 5199.51 FEET TO A 5/8 INCH REBAR SET AT THE POINT OF BEGINNING; THENCE N67°34'20"E, A DISTANCE OF 100.00 FEET TO A 5/8 INCH REBAR SET; THENCE S22°25'40"E, A DISTANCE OF 100.00 FEET TO A 5/8 INCH REBAR SET; THENCE S67°34'20"W, A DISTANCE OF 100.00 FEET TO A 5/8 INCH REBAR SET; THENCE N22°25'40"W, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10,000 SQUARE FEET, MORE OR LESS.

Access Easement Description:

AN ACCESS EASEMENT OVER AND ACROSS PART OF TOWNSHIP 55 NORTH, RANGE 79 WEST OF THE 6TH P.M., SHERIDAN COUNTY, WYOMING: SECTION 23: ALL; SECTION 26: NW1/4 NW1/4, E1/2 W1/2, E1/2; SECTION 35: ALL THAT PORTION OF THE N1/2 NE1/4 AND THE SW1/4 NE1/4, LYING NORTH AND WEST OF THE SOUTHEASTERLY RIGHT-OF-WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, BEING 8.50 FEET IN WIDTH 4.25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT AN ALUMINUM CAP FOUND AT THE NORTHWEST CORNER OF THE NW1/4 OF SAID SECTION 22; THENCE N87°13'00"E ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 5334.53 FEET TO A BRASS CAP FOUND AT THE NORTHWEST CORNER OF THE NW1/4 OF SAID SECTION 23; THENCE S63°35'06"E, A DISTANCE OF 5199.51 FEET TO A 5/8 INCH REBAR SET AT THE NORTHWESTERN MOST CORNER OF THE LEASE SITE; THENCE N67°34'20"E ALONG THE NORTHERLY LINE OF SAID LEASE SITE, A DISTANCE OF 100.00 FEET TO A 5/8 INCH REBAR SET; THENCE S22°25'40"E ALONG THE EASTERLY LINE OF SAID LEASE SITE, A DISTANCE OF 100.00 FEET TO A 5/8 INCH REBAR SET; THENCE S67°34'20"W ALONG THE SOUTHERLY LINE OF SAID LEASE SITE, A DISTANCE OF 12.50 FEET; THENCE S22°25'40"E PERPENDICULAR TO SAID SOUTHERLY LINE OF THE LEASE SITE, A DISTANCE OF 4.25 FEET TO THE POINT OF BEGINNING; THENCE S67°34'20"W PARALLEL WITH SAID SOUTHERLY LINE OF THE LEASE SITE, A DISTANCE OF 75.00 FEET TO THE POINT OF TERMINATION.



Access and Utility Easement Description:

AN ACCESS AND UTILITY EASEMENT OVER AND ACROSS PART OF TOWNSHIP 55 NORTH, RANGE 79 WEST OF THE 6TH P.M., SHERIDAN COUNTY, WYOMING: SECTION 23: ALL; SECTION 26: NW1/4 NW1/4, E1/2 W1/2, E1/2; SECTION 35: ALL THAT PORTION OF THE N1/2 NE1/4 AND THE SW1/4 NE1/4, LYING NORTH AND WEST OF THE SOUTHEASTERLY RIGHT-OF-WAY OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, BEING 20 FEET IN WIDTH, 10 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT AN ALUMINUM CAP FOUND AT THE NORTHWEST CORNER OF THE NW1/4 OF SAID SECTION 22; THENCE N87°13'00"E ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 5334.53 FEET TO A BRASS CAP FOUND AT THE NORTHWEST CORNER OF THE NW1/4 OF SAID SECTION 23; THENCE S63°35'06"E, A DISTANCE OF 5199.51 FEET TO A 5/8 INCH REBAR SET AT THE NORTHWESTERN MOST CORNER OF THE LEASE SITE; THENCE N67°34'20"E ALONG THE NORTHERLY LINE OF SAID LEASE SITE, A DISTANCE OF 100.00 FEET TO A 5/8 INCH REBAR SET; THENCE S22°25'40"E ALONG THE EASTERLY LINE OF SAID LEASE SITE, A DISTANCE OF 100.00 FEET TO A 5/8 INCH REBAR SET; THENCE S67°34'20"W ALONG THE SOUTHERLY LINE OF SAID LEASE SITE, A DISTANCE OF 31.98 FEET TO THE POINT OF BEGINNING; THENCE S22°36'03"E, A DISTANCE OF 236.73 FEET; THENCE S46°01'13"W, A DISTANCE OF 144.76 FEET; THENCE S73°15'01"W, A DISTANCE OF 55.23 FEET; THENCE N69°59'17"W, A DISTANCE OF 80.21 FEET; THENCE N50°42'24"W, A DISTANCE OF 51.03 FEET; THENCE N41°28'15"W, A DISTANCE OF 111.42 FEET; THENCE N59°52'37"W, A DISTANCE OF 111.44 FEET; THENCE N45°37'08"W, A DISTANCE OF 109.89 FEET; THENCE N59°10'00"W, A DISTANCE OF 81.84 FEET; THENCE N77°59'49"W, A DISTANCE OF 44.82 FEET; THENCE S73°27'44"W, A DISTANCE OF 93.00 FEET; THENCE

S81°56'12"W, A DISTANCE OF 210.51 FEET; THENCE S87°45'24"W, A DISTANCE OF 110.97 FEET; THENCE N68°29'30"W, A DISTANCE OF 71.19 FEET; THENCE N84°14'00"W, A DISTANCE OF 58.75 FEET; THENCE S69°14'30"W, A DISTANCE OF 106.24 FEET; THENCE S56°38'11"W, A DISTANCE OF 154.33 FEET; THENCE S81°21'13"W, A DISTANCE OF 57.87 FEET; THENCE N77°34'15"W, A DISTANCE OF 239.65 FEET; THENCE S72°08'00"W, A DISTANCE OF 203.62 FEET; THENCE S63°20'04"W, A DISTANCE OF 85.00 FEET; THENCE S53°01'56"W, A DISTANCE OF 197.15 FEET; THENCE S58°31'26"W, A DISTANCE OF 214.38 FEET; THENCE S53°49'27"W, A DISTANCE OF 66.83 FEET; THENCE S41°29'02"W, A DISTANCE OF 184.51 FEET; THENCE S24°08'14"W, A DISTANCE OF 56.81 FEET; THENCE S15°46'30"W, A DISTANCE OF 118.37 FEET; THENCE S23°46'46"W, A DISTANCE OF 173.44 FEET; THENCE S18°58'01"W, A DISTANCE OF 71.43 FEET; THENCE S01°03'34"E, A DISTANCE OF 116.67 FEET; THENCE S05°18'01"W, A DISTANCE OF 241.22 FEET; THENCE S09°26'23"W, A DISTANCE OF 120.73 FEET; THENCE S17°52'45"W, A DISTANCE OF 72.61 FEET; THENCE S24°12'32"W, A DISTANCE OF 70.14 FEET; THENCE S30°01'54"W, A DISTANCE OF 141.59 FEET; THENCE S13°07'14"W, A DISTANCE OF 57.39 FEET; THENCE S02°57'25"E, A DISTANCE OF 149.72 FEET; THENCE S12°04'27"W, A DISTANCE OF 186.36 FEET; THENCE S14°59'14"W, A DISTANCE OF 108.92 FEET; THENCE S30°49'45"W, A DISTANCE OF 117.16 FEET; THENCE S20°45'28"W, A DISTANCE OF 76.87 FEET; THENCE S12°10'32"W, A DISTANCE OF 67.04 FEET; THENCE S37°19'27"E, A DISTANCE OF 105.16 FEET; THENCE S45°57'43"E, A DISTANCE OF 110.11 FEET; THENCE S39°23'24"E, A DISTANCE OF 133.96 FEET; THENCE S28°11'46"E, A DISTANCE OF 84.34 FEET; THENCE S33°31'14"E, A DISTANCE OF 109.54 FEET; THENCE S45°57'55"E, A DISTANCE OF 170.91 FEET; THENCE S38°51'51"E, A DISTANCE



OF 151.56 FEET; THENCE S33°25'37"E, A DISTANCE OF 74.75 FEET; THENCE S01°35'32"E, A DISTANCE OF 47.80 FEET; THENCE S28°59'07"W, A DISTANCE OF 42.49 FEET; THENCE S43°32'29"W, A DISTANCE OF 127.26 FEET; THENCE S36°45'54"W, A DISTANCE OF 206.69 FEET; THENCE S28°39'45"W, A DISTANCE OF 185.78 FEET; THENCE S23°41'51"W, A DISTANCE OF 82.62 FEET; THENCE S05°45'22"W, A DISTANCE OF 73.10 FEET; THENCE S07°46'15"E, A DISTANCE OF 88.42 FEET; THENCE S33°33'19"E, A DISTANCE OF 68.49 FEET; THENCE S59°14'40"E, A DISTANCE OF 68.78 FEET; THENCE S68°11'21"E, A DISTANCE OF 110.57 FEET; THENCE S75°36'22"W, A DISTANCE OF 900.16 FEET; THENCE S16°49'57"E, A DISTANCE OF 260.51 FEET; THENCE S82°28'17"E, A DISTANCE OF 301.49 FEET; THENCE S55°53'51"E, A DISTANCE OF 139.75 FEET; THENCE S49°01'38"E, A DISTANCE OF 242.12 FEET; THENCE S44°53'22"E, A DISTANCE OF 300.66 FEET; THENCE S37°23'45"E, A DISTANCE OF 84.79 FEET; THENCE S30°26'29"E, A DISTANCE OF 233.06 FEET; THENCE S29°36'11"E, A DISTANCE OF 353.36 FEET; THENCE S33°42'58"E, A DISTANCE OF 236.57 FEET; THENCE S41°32'36"E, A DISTANCE OF 58.77 FEET; THENCE S33°10'08"E, A DISTANCE OF 159.95 FEET; THENCE S33°15'04"E, A DISTANCE OF 57.40 FEET; THENCE S46°42'33"E, A DISTANCE OF 187.36 FEET; THENCE S33°59'26"E, A DISTANCE OF 98.66 FEET; THENCE S20°34'11"E, A DISTANCE OF 77.79 FEET; THENCE S03°14'06"E, A DISTANCE OF 95.17 FEET; THENCE S05°58'43"W, A DISTANCE OF 71.57 FEET; THENCE S10°40'20"W, A DISTANCE OF 174.63 FEET; THENCE S03°18'55"W, A DISTANCE OF 122.07 FEET; THENCE S01°37'02"E, A DISTANCE OF 190.77 FEET; THENCE S02°38'13"E, A DISTANCE OF 192.43 FEET; THENCE S01°56'21"W, A DISTANCE OF 135.14 FEET; THENCE S09°24'18"W, A DISTANCE OF 164.08 FEET; THENCE S12°33'36"W, A DISTANCE OF 187.23 FEET; THENCE S18°24'38"W, A DISTANCE OF 115.06 FEET; THENCE S21°35'53"W, A DISTANCE OF 334.92 FEET; THENCE S09°12'57"E, A DISTANCE OF 36.57 FEET; THENCE OF 255.10 FEET; THENCE S53°49'17"E, A DISTANCE OF 70.74 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE CHICAGO, BURLINGTON, QUINCY RAILROAD AND THE POINT OF TERMINATION.