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ENT 4502:2015 PG 1 of 7  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2015 Jan 21 2:39 pm FEE 22.00 BY SW  
RECORDED FOR MD7 LLC

**Prepared by, and after recording**

**Return to:**

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

Grantor: Snarr Advertising, Inc.  
Grantee: New Cingular Wireless PCS, LLC, a Delaware limited liability company  
Legal Description: Official legal description attached as Exhibit 1  
Tax Serial No.: 38-136-0001  
Cell Site Name & #: NOVELL Fixed Asset #: 10088462  
UTLO4188  
State: UT County: Utah

**MEMORANDUM OF SECOND AMENDMENT TO LEASE AGREEMENT**

This Memorandum of Second Amendment to Lease Agreement is entered into on this 14<sup>TH</sup> day of OCTOBER, 2014, by and between Snarr Advertising, Inc., a Utah Corporation, having a mailing address of 4728 Deercreek Road, Salt Lake City, UT 84124, with a copy to: Allen Mecham, Esq., 68 South Main Street, Suite 800, Salt Lake City, UT 84101 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to Provo Cellular Telephone Company, d/b/a AT&T Wireless Services, a Delaware partnership, by AT&T Wireless Services of Utah, Inc., its general partner, a Nevada corporation, having a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 ("**Tenant**").

1. Landlord and Tenant entered into a certain Lease Agreement dated October 21, 1999, as amended by that certain First Amendment to Site Lease Agreement dated April 28, 2000, and as further amended by that certain Second Amendment to Lease Agreement dated OCTOBER 14, 2014 (collectively, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements. The Memorandum of Lease was recorded on December 8, 1999, Entry No. 127250, in Book 5294 at Page 133; and a Correction of Memorandum of Lease was recorded on May 25, 2000, Entry No. 41154:2000, in the public records of Utah County, State of Utah.

2. The parties have agreed that the Agreement has a new initial term of five (5) years (“**New Initial Term**”), commencing on February 1, 2015, subject to the provisions of the Agreement.
3. The parties have agreed, following the New Initial Term, to add three (3) successive renewal periods of five (5) years each upon the same terms and conditions of the Agreement. The Agreement will be automatically renewed unless Tenant notifies Landlord in writing of Tenant’s intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing term.
4. The portion of the land being leased to Tenant (the “**Premises**”) is described in **Exhibit 1** annexed hereto.
5. This Memorandum of Second Amendment to Lease Agreement 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 Second Amendment to Lease Agreement 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.

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

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

LANDLORD:  
Snarr Advertising, Inc.,  
a Utah Corporation

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

By:  \_\_\_\_\_

By: AT&T Mobility Corporation  
As: Manager

By:  \_\_\_\_\_

Print Name: Douglas T. Snarr

Print Name: Becky John-Haney

Title: President

Title: Area Manager

Date: OCT. 1, 2014

Date: 10/14/2014

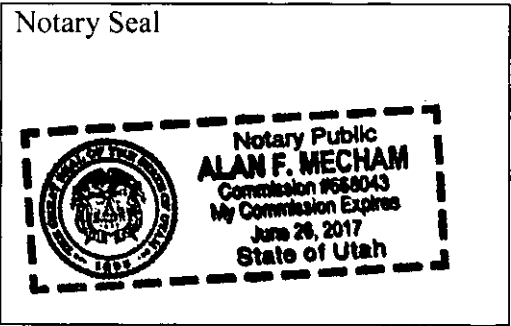
[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

**LANDLORD ACKNOWLEDGEMENT**

STATE OF UTAH )  
 )ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 1st day of October 2014, by **Douglas T. Snarr**, the President of **Snarr Advertising, Inc.**, a Utah Corporation.

Notary Seal



*Alan F. Mecham*

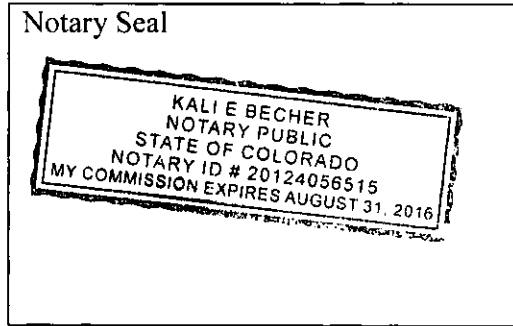
(Signature of Notary)

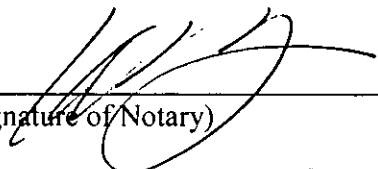
My Commission Expires: \_\_\_\_\_

**TENANT ACKNOWLEDGEMENT**

STATE OF ~~UTAH~~ Colorado )  
 )ss.  
COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 14 day of October 2014,  
by **Becky John-Haney**, the **Area Manager** of AT&T Mobility Corporation.



  
\_\_\_\_\_  
(Signature of Notary)  
My Commission Expires: 8-31-16

**Prepared by:**  
Md7, LLC  
10590 W. Ocean Air Drive, Suite 300  
San Diego, CA 92130

**Exhibit 1 to Memorandum of Second Amendment to Lease Agreement**

**Legal Description**

to the Memorandum of Agreement dated OCTOBER 14, 2014, by and between Snarr Advertising, Inc., a Utah Corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

Street Address: 1775 South East Bay Boulevard, Provo, UT 84606

Parcel #: 38-136-0001

The Premises are described and/or depicted as follows:

**Property Legal Description:**

Parcel No. 1, Plat "A", East Bay North Sub., Provo City, Utah, according to the official plat thereof on file in the office of the Recorder, Utah County, Utah.

**Premises Sketch or Survey:**

Please see attached drawing consisting of one (1) page.

**Notes:**

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

# Exhibit I

UTLO4188  
NOVELL  
1775 SOUTH 350 EAST  
PROVO, UT 84608  
LTE MONOPOLE

