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THIS DOCUMENT PREPARED BY:

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02/06/2017 10:53 AM \$20.00
Book - 10527 Pg - 1845-1849
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UPF SERVICES LLC
12410 E MIRABEAU PKWY STE 100
SPOKANE VALLEY WA 99216-2294
BY: MMA, DEPUTY - MA 5 P.

**RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:**

UPF WASHINGTON INC
12410 E MIRABEAU PKWY #100
SPOKANE VALLEY WA 99216
REF # 481602

MEMORANDUM OF FIRST AMENDMENT TO SITE LEASE AGREEMENT

This Memorandum of First Amendment to Site Lease Agreement (this "Memorandum") is made this 27 day of December, 2016, by and between **JF SPRING RUN TOWNHOMES, LLC**, a Utah limited liability company ("Landlord"), having a mailing address of 1148 West Legacy Crossing Boulevard, Suite 400, Centerville, Utah 84014, and **NCWPCS MPL 26 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company ("Tenant"), with a mailing address of Legal Department, Attn: Network Legal, Re: Fixed Asset No. 10088372, 208 S. Akard Street, Dallas, Texas 75202-4206, by and through its attorney-in-fact, CCATT LLC, a Delaware limited liability company, whose mailing address is Attn: Legal Dept., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, Landlord and Tenant are the current parties under that certain Site Lease Agreement dated as of September 7, 1995, with a commencement date of January 1, 1996, originally by and between Salt Lake City Cellular Telephone Company ("SLCCTC"), as tenant, and Beckstrand Management Corporation, d/b/a Beckstrand & Associates, a Utah corporation ("Beckstrand"), as landlord (the "Lease"), a memorandum of which was recorded on February 19, 1997 in Book 7601, Page 1395 as Document Number 6575513 with the Salt Lake County Recorder;

WHEREAS, Landlord is the successor in title to Beckstrand pursuant to that certain Warranty Deed recorded on September 22, 2015 in Book 10363, Page 8223 as Document Number 12137317 with the Salt Lake County Recorder;

WHEREAS, Tenant is the successor in interest to SLCCTC under the Lease;

WHEREAS, the parties have modified the terms of the Lease by that certain First Amendment to Site Lease Agreement dated the same date as this Memorandum (the "First Amendment"), by and between Landlord and Tenant, and wish to provide record notice of the existence of the Lease as amended thereby (hereafter, the Lease is referred to as the "Amended

Lease”) and the status of certain rights and interests thereunder through the recording of this Memorandum with the Salt Lake County Recorder; and

WHEREAS, the Amended Lease pertains to certain real property leased to Tenant together with access and utility easements granted to Tenant more particularly described in the Amended Lease (the “Leased Premises”), located on a portion of Landlord’s property that is more particularly described on **Exhibit “A”** attached hereto and incorporated by this reference (“Landlord’s Property”).

OPERATIVE PROVISIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

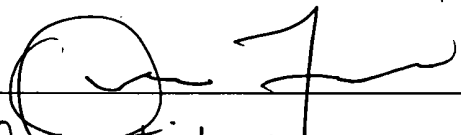
1. The recitals hereinabove are true and correct and are incorporated herein by this reference.
2. Landlord hereby acknowledges, ratifies, and confirms Tenant’s interest in and to the Amended Lease.
3. The terms and provisions of the Amended Lease are hereby restated and incorporated herein by this reference.
4. The Amended Lease provides that the initial term of the Amended Lease commenced on January 1, 1996 and continued through and including January 31, 2001, with nine (9) renewal terms of five (5) years each. The term of the Amended Lease, including all renewal terms, if exercised, will expire on January 31, 2046.
5. The Amended Lease pertains to a portion of that certain real property described on **Exhibit “A”** attached hereto.
6. The Amended Lease provides Tenant with an irrevocable option to lease up to a maximum of eight hundred (800) square feet of Landlord’s Property adjacent to the Leased Premises, upon the terms and conditions more particularly set forth in the First Amendment.
7. The parties consent to the recording of this Memorandum in the public records of the county in which the Leased Premises is situated, and agree that this Memorandum shall be executed in recordable form.
8. This Memorandum may be executed in counterparts, each of which shall constitute an original instrument.

[Remainder of page intentionally left blank; signatures begin on the following page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first written above.

LANDLORD:

JF SPRING RUN TOWNHOMES, LLC,
a Utah limited liability company

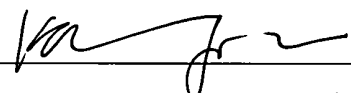
By: 
Name: Owen Fisher
Its: Managing Partner of Manager
Date: 12/21/16

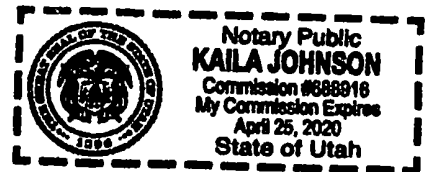
ACKNOWLEDGEMENT

STATE OF Utah)
) SS
COUNTY OF DAVIS)

On this, the 21st day of December, 2016, before me, the undersigned Notary Public, personally appeared Owen Fisher, who acknowledged him/herself to be the Managing Partner of Manager of JF Spring Run Townhomes, LLC, a Utah limited liability company, and that he/she, being authorized to do so, executed the foregoing Memorandum of First Amendment to Site Lease Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public, State of Utah, County of DAVIS
Acting in the County of DAVIS
My Commission Expires: 4.25.20



[SEAL REQUIRED]

TENANT:

NCWPCS MPL 26 – YEAR SITES TOWER HOLDINGS LLC,

a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company

Its: Attorney-in-Fact

By: 

Name: Matthew Norwood
Real Estate Transaction Manager

Title: _____

Date: 12/27/16

ACKNOWLEDGEMENT

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

On this, the 27 day of December, 2016, before me, the undersigned Notary Public, personally appeared Matthew Norwood, who acknowledged him/herself to be the Real Estate Transaction Mgr of CCATT LLC, a Delaware limited liability company, the Attorney-in-Fact for NCWPCS MPL 26 – Year Sites Tower Holdings LLC, a Delaware limited liability company, and that he/she, being authorized to do so, executed the foregoing Memorandum of First Amendment to Site Lease Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public, State of Texas, County of Harris
My Commission Expires: 1/20/19

[SEAL REQUIRED]

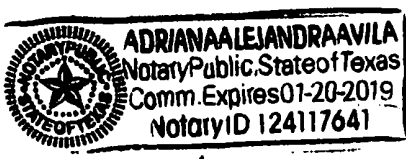


EXHIBIT "A"

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

Land situated in Salt Lake County, Utah, described as follows:

PARCEL 1:

BEGINNING at a point in the center of the Murray-Holladay Road, said point being South 89°50'15" West 156.60 feet from a Salt Lake County Surveyor's monument, said point more specifically described as being South 742.72 feet and West 158.76 feet from the North Quarter Corner of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 89°50'15" West 213.50 feet along said monument line; thence North 539.54 feet; thence South 85°00'00" East 35.14 feet to a point on the Southerly line of property conveyed to Cottonwood 264 Limited, a Utah limited partnership, in that certain Special Warranty Deed recorded December 27, 1990 as Entry No. 5006182, in Book 6278, at Page 2280 of the Official Records of the Salt Lake County Recorder; thence along said Southerly line South 70°00'00" East 83.40 feet; thence along said Southerly line North 74°00'00" East 104.16 feet; thence South 536.06 feet to the point of **BEGINNING**.

EXCEPTING THEREFROM any portion lying within the bounds of Murray-Holladay Road.

PARCEL 2:

A right-of-way and easement, appurtenant to **PARCEL 1**, as provided for in that certain Right-of-Way Agreement recorded May 27, 1983 as Entry No. 3798809, in Book 5462, at Page 1975 of the Official Records, for the purpose of digging a trench and/or making a fill along said right-of-way, and to lay, maintain, operate, repair, remove or replace the pipe line for transportation of storm drainage through and across the following described land:

BEGINNING at a point South 89°50'15" West 367.77 feet and North 0°09'45" West 539.54 feet from County Nail and Washer, said Nail and Washer being South 0°10'00" West 742.287 feet from the North Quarter Corner of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 27 feet to the South side of Cottonwood Creek right-of-way; thence Easterly along said right-of-way 10 feet; thence South 27 feet, more or less; thence Westerly 10 feet to the point of **BEGINNING**.

Tax Parcel Identification Number: 22-08-128-008-0000

Common Address: 965 E. Murray Holladay Road, Salt Lake City, Utah 84117

A-1

Site: VANWINKLE
BUN: 845630 / FA: 10088372
4819-4680-8118.1
101460\002649

BK 10527 PG 1849