ENT 18756: 2018 PG 1 of 5

Jeffery Smith

Utah County Recorder

2018 Feb 27 09:49 AM FEE 18.00 BY SW

RECORDED FOR Crown Castle USA

ELECTRONICALLY RECORDED

	SPACE ABOVE THIS LINE FOR RECORDER'S USE			
Return to:	Global Signal Acquisitions IV LLC c/o Crown Castle USA Inc. General Counsel Attn: Legal – Real Estate Dept. 2000 Corporate Drive Canonsburg, PA 15317	Tenant: T-Mobile West Tower LLC		

### FOURTH AMENDMENT TO SITE LEASE WITH OPTION

This FOURTH AMENDMENT TO SITE LEASE WITH OPTION ("Amendment") is effective this day of Sis by and between Global Signal Acquisitions IV LLC ("Landlord") and T-Mobile West Tower LLC, a Delaware limited liability company ("Tenant"), and is intended to modify that certain Site Lease with Option dated January 22, 2007, as follows:

WHEREAS, a Site Lease with Option dated January 22, 2007, as amended by that certain First Amendment to Site Lease with Option dated March 31, 2007, as amended by that Second Amendment to Site Lease with Option dated August 3, 2007, as amended by that Third Amendment to Site Lease with Option dated April 12, 2010 (collectively, the "Lease"), was entered into, by and between Tenant, as successor in interest to T-Mobile West Corporation, as lessee, and Boyer Lake Pointe, L.C., for property located in Orem, Utah County, Utah, and described in Exhibit "A" attached hereto, as lessor, for the location and operation of a communications facility ("Tower Site"); and

WHEREAS, Landlord has acquired an easement along with an assignment of the Lease relating to Tower Site upon which Tenant has a communications tower and related improvements or assets as documented in the Grant of Easement and Assignment of Lease which is dated November 22, 2013, and recorded on November 22, 2013 in ENT 108272:2013 in the official public records of Utah County, Utah; and

WHEREAS, Landlord and Tenant desire to modify the term of the Lease.

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

- 1. Ground Lease Term. Effective as of the date of this Amendment, the Term of the Lease shall be extended to December 31, 2026 and shall be automatically renewed for three (3) consecutive five (5) year terms thereafter, unless either party sends notice of non-renewal to the other party at least 120 days prior to the end of any term.
- 2. Notices. The notice address for Landlord and Tenant shall be revised to the following:

<u>Landlord's Notice Address</u> means c/o Crown Castle USA Inc., General Counsel, Legal – Real Estate Dept., 2000 Corporate Drive, Canonsburg, PA 15317.

<u>Tenant's Notice Address</u> means c/o CCTMO LLC, Attn: Legal – Real Estate Dept., 2000 Corporate Drive, Canonsburg, PA 15317; <u>with a copy to</u>; T-Mobile West Tower LLC, 12920 S.E. 38<sup>th</sup> St., Bellevue, WA 98006 Attn: Leasing Administration

- 3. <u>Assignment, Sublease, Licensing and Encumbrance</u>. Tenant has the right, without any requirement that it pay any additional consideration to Landlord, and at its sole discretion, to assign all or any interest in the Lease and to sublease or license the rights granted to it in the Lease or to modify, replace, upgrade or alter the Tower Site.
- 4. Unless otherwise provided herein, all defined terms shall have the same meaning as ascribed to such terms in the Lease. Except as otherwise provided for in this Amendment, the Lease shall remain in full force and effect in accordance with the original terms of the Lease. In the event of any conflict or inconsistency between the terms of this Amendment and the Lease, the terms of this Amendment shall govern and control.
- 5. This Amendment may be executed by original, facsimile, or electronic signatures (complying with the U.S. Federal ESIGN Act of 2000, 15 U.S.C. 96) and in any number of counterparts which shall be considered one instrument. Counterparts, signed facsimile and electronic copies of this Amendment shall legally bind the Parties to the same extent as original documents.

IN WITNESS WHEREOF, this Amendment is effective and entered into as of the date first written above.

LANDLORD:		TENANT:
	. Upton e Manager	T-Mobile West Tower LLC, a Delaware limited liability-company  By:  Allan Tantillo  Sr. Director, National Site Development  T-Mobile Legal Approval
witnesses:		A PAR

COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF WASHINGTON

### ACKNOWLEDGMENT OF LANDLORD

7, dr C1. 10
On this day of WellOully, 2010 before me personally appeared
On this day of televiary, 2018 before me personally appeared to me known to be the Real Estate
Manage C of Global Signal Availations VLLC alon
Limited Licolity Company and said person acknowledged the foregoing instrument
to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned,
and on oath stated that he or she was authorized to execute said instrument.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year first above written.

Sworn to and subscribed before me

(SEAL)

**Notary Public** 

My Commission Expires: 9 -1 -19

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL

Pola D. Lowe, Notary Public Canonsburg Boro, Washington County My Commission Expires Sept. 1, 2019 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES STATE OF WASHINGTON: SS

# ACKNOWLEDGMENT OF TENANT

On this 13 day of FEBRUARY, 2016 before me personally appeared
ALLAN TANTILLO, to me known to be the SP. DIRECTOR,
NAT'LSITE DEVELOPMENT OF T-MOBILE WEST TOWERLY a/ar
LIMITED LIABILITY COMPANY and said person acknowledged the foregoing instrument
to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned
and on oath stated that he or she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Sworn to and subscribed before me this 13 day of FEBRUARY

Notary Public

My Commission Expires:  $\eta / 09 / 18$ 

THURSTON (SEAL)

## Exhibit A

#### The Property is legally described as follows:

Part of lot 1, Plat "A", Lake Pointe Shopping Center Amended Subdivision Also described as follows; Commencing South 25.36 feet and East 68.81 feet from the North Quarter Corner of Section 27, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89 deg. 4 mill. 53 sec. East 7.19 feet; South 89 deg. 8 mm. 17 sec. East 386.8 feet; South 0 deg. 47 mm. 0 sec. West 62.32 feet; North 89 deg. 13 mm. 0 sec. West 126.58 feet; North 89 deg. 13 mm. 0 sec. West 32 feet; South 0 deg. 47 mm. 0 sec. West 28 feet; South 89 deg. 13 mm. 0 sec. East 113.48 feet; South 44 deg. 13 mm. 0 sec. East 32.53 feet; North 45 deg. 47 mm. 0 sec. East 24.02 feet; South 89 deg. 13 mm. 0 sec. East 125.52 feet; South 0 deg. 47 mm. 0 sec. West 9.6 feet; South 9 deg. 14 mm. 38 sec. West 54.37 feet; South 0 deg. 47 mm. 0 sec. West 244.57 feet; North 89 deg. 13 mm. 0 sec. West 254.46 feet; North 0 deg. 42 mm. 57 sec. East 142.39 feet; North 89 deg. 5 mm. 51 sec. West 117.86 feet; Along a curve to the left (chord bears: North 0 deg. 44 mm. 41 sec. East 46.03 feet; Radius=518.31 feet) are length = 46.05 feet; North 0 deg. 28 mm. i sec. West 71.68 feet, radius=300 feet) are length > 71.85 feet; along a curve to the right (chord bears: North 10 deg. 32 mm. 3 sec. West 83.9 feet, radius=240 feet) are length 84.33 feet; North 0 deg. 28 mm. 1 sec. West 27.21 feet; along a curve to the right (chord bears: North 45 deg. 13 mm. 33 sec. East 35.78 feet, radius=25 feet) are length - 39.87 feet to the beginning.