



\*W2756398\*

EH 2756398 PG 1 OF 7  
LEANN H KILTS, WEBER COUNTY RECORDER  
17-SEP-15 3:38 PM FEE \$22.00 DEP TN  
REC FOR: MD7

September 3, 2015

Leann H. Kilts, Weber County Recorder/Surveyor  
2380 Washington Blvd  
Suite 370  
Ogden, UT 84401

Tel: (801) 399-8441

RE: *Our Lease ID:* 10088497  
Owner/Landlord name: Ben Lomond Suites LLC

Dear Sir or Madam:

Enclosed please find a check for \$22.00 which represents the fees to record the following document:

“MEMORANDUM OF AMENDMENT TO ROOFTOP LEASE AGREEMENT”

Please record this document at your earliest opportunity, and return to us upon completion along with the receipt for this transaction in the self-addressed, prepaid envelope included. Should you need any further information, please do not hesitate to contact me.

Sincerely,

*Ben Estes*

**Benjamin Estes**  
Title Assistant  
Md7  
10590 West Ocean Air Drive  
Suite 300  
San Diego, CA 92130  
858.754.2154 direct  
858.799.7850 main  
[bestes@md7.com](mailto:bestes@md7.com)  
[www.md7.com](http://www.md7.com)

**Prepared by, and after recording**  
**Return to:**  
Md7, LLC  
10590 W. Ocean Air Drive, Suite 300  
San Diego, CA 92130

Grantor: Ben Lomond Suites LLC  
Grantee: New Cingular Wireless PCS, LLC, a Delaware limited liability company  
Legal Description: Official legal description attached as Exhibit 1  
Tax Serial No.: 01-075-0020 and 01-015-0019  
Cell Site Name & #: OGDEN WOS Fixed Asset #: 10088497  
1/UTLO3007  
State: UT County: Weber

(Space Above This Line For Recorder's Use Only)

**MEMORANDUM OF AMENDMENT TO ROOFTOP LEASE AGREEMENT**

This Memorandum of Amendment to Rooftop Lease Agreement is entered into on this 1 day of December, 2014, by and between Ben Lomond Suites LLC, a California limited liability company, as successor in interest to Radisson Suite Hotel Ogden, having a mailing address of 2510 Washington Boulevard, Ogden, UT 84401 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to Salt Lake City Cellular Telephone Company having a mailing address of 575 Morosgo Drive NE, Suite 13F, West Tower, Atlanta, GA 30324 ("**Tenant**").

1. Landlord and Tenant, or their respective predecessors in interest, entered into a certain Rooftop Lease Agreement dated November 1, 1987, as amended by that certain Amendment to Rooftop Lease Agreement dated August 25, 1989, as amended by that certain Second Amendment to Rooftop Lease Agreement dated August 8, 2006, as amended by that certain Third Amendment to Rooftop Lease Agreement dated January 3, 2012, and as further amended by that certain Fourth Amendment to Rooftop Lease Agreement dated December 1, 2014, (collectively, the "**Lease**") for the purpose of installing, operating and maintaining a communications facility and other improvements. The Rooftop Lease Agreement was recorded on January 17, 1989, as Instrument No. 1068117, in Book 1553, at Pages 2915-2923, in the public records of Weber County, State of Utah.

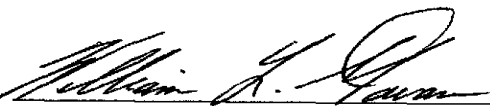
2. The parties have agreed that the Lease has a new initial term of five (5) years ("**New Initial Term**"), commencing on January 1, 2015, subject to the provisions of the Lease.
3. The parties have agreed, following the New Initial Term, to add five (5) successive periods of five (5) years each upon the same terms and conditions of the Lease. The Lease will be automatically renewed unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Lease 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 Amendment to Rooftop 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 Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Amendment to Rooftop Lease Agreement and the 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 Memorandum of Amendment to Rooftop Lease Agreement as of the day and year first above written.

LANDLORD:  
Ben Lomond Suites LLC,  
a California limited liability company

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

By: 

By: AT&T Mobility Corporation  
Its: Manager

By: 

Print Name: William L. Gavan

Print Name: Becky John-Haney

Title: Managing Member

Title: Area Manager

Date: 11/14/2014

Date: 12/1/2014

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

**LANDLORD ACKNOWLEDGEMENT**

STATE OF ~~UTAH~~ <sup>Oregon</sup> )  
 )  
COUNTY OF Martin )ss.  
 )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of Nov 2014, by **William L. Gavan**, the **Managing Member** of **Ben Lomond Suites LLC**, a California limited liability company.

Notary Seal



Gaven Douglas Sprague  
(Signature of Notary)

My Commission Expires: 7/20/18

**TENANT ACKNOWLEDGEMENT**

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

The foregoing instrument was acknowledged before me this 1 day of December 2014,  
by **Becky John-Haney**, the Area Manager of AT&T Mobility Corporation.

Notary Seal

KALI E BECHER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID # 20124058515  
MY COMMISSION EXPIRES AUGUST 31, 2016

(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 Amendment to Rooftop Lease Agreement**

**Legal Description**

to the Memorandum of Amendment to Rooftop Lease Agreement dated December 1, 2014, by and between Ben Lomond Suites LLC, a California limited liability company, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

Street Address: 2510 Washington Boulevard, Ogden, UT 84401

Tax Serial No: 01-075-0020 and 01-015-0019 *1/2/11*

The Premises are described and/or depicted as follows:

**Property Legal Description:**

A part of Lots 5 and 6. Block 17, Plat "A" of Ogden City Survey: beginning at the Northwest corner of said Lot 6, and running thence South 0 degrees 58' West 200.0 feet: thence South 89 degrees 02' East 159.5 feet: thence North 0 degrees 58' East 100.0 feet: thence South 89 degrees 02' East 4.5 feet: thence North 0 degrees 58' East 100.0 feet: thence North 89 degrees 02' West 164.0 feet to the place of beginning.

**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.