

After Recording Return To:  
American Tower Corporation  
3411 Richmond Ave. Suite 110  
Houston, Texas 77046-3401

**ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT**

(ATC Tower Site #036122)

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09/18/2001 01:06 PM 44.00  
Book - 9501 Pg - 3692-3709  
RECORDED BY: W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
AMERICAN TOWER  
3411 RICHMOND AVE STE 400  
HOUSTON TX 77046  
BY: JIM DEPUTY - UT 18 P.

18  
8809008  
THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT is made as of the 27<sup>th</sup> day of August, 2001, by and between **AMERICAN TOWER MANAGEMENT, INC.**, whose place of business is located at 3411 Richmond Avenue, Suite 400, Houston, TX 77046, Attn: Land Administration Department (with cc: Regional Counsel at same address) ("Assignor") and **AMERICAN TOWERS, INC.**, whose place of business is located at 3411 Richmond Avenue, Suite 400, Houston, TX 77046, Attn: Land Administration Department (with cc: Regional Counsel at same address) ("Assignee").

**WITNESSETH**

WHEREAS, Assignor and Bland Recycling, L.L.C., ("Landlord"), their successors and assigns are parties to a Lease Agreement dated August 1, 2001 (the "Lease"), a copy of which is attached hereto as Exhibit A, with respect to approximately 10,000 square feet of ground space, located in part of N1/4 of Section 27, Township 2 South, Range 2 West, SLB&M, in the town of West Jordan City, county of Salt Lake, state of Utah (the "Leased Premises"), a copy of the legal description of which is attached hereto as Exhibit B; and

WHEREAS, Assignor desires to assign to Assignee all of the Assignor's rights, title and interests to the Leased Premises and assign all obligations under the Lease; and

WHEREAS, the Assignee desires to acquire all of the Assignor's rights, title and interests to the Leased Premises and assume all obligations under the Lease.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound thereby, do hereby covenant and agree as follows:

1. Assignor hereby assigns to Assignee and Assignee hereby assumes, as of the date first written above, all of the Assignor's right, title and interest in, to and under the Lease.
2. Assignee hereby assumes and undertakes to pay, satisfy and discharge all of the obligations of Assignor in, to and under the Lease arising or accruing on and after the date first written above. Assignee further agrees to comply with and be bound by all of the covenants, conditions, provisions, commitments, terms, obligations and agreements specified in the Lease to be kept and performed on the part of the Assignor on and after the date first written above.

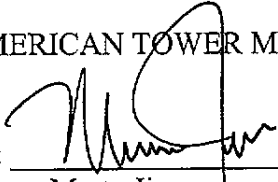
File Name 7800 South / UTH - UT  
File No. 36122

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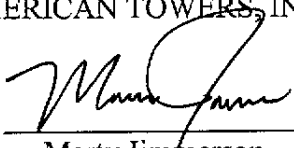
3. Assignor represents and warrants that this Assignment and Assumption of Lease does not constitute a breach of the Lease.
4. This Assignment and Assumption of Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement to become effective as of the 27<sup>th</sup> day of August, 2001.

AMERICAN TOWER MANAGEMENT, INC.

By:   
Name: Marty Jimmerson  
Title: Vice President/General Manager

AMERICAN TOWERS, INC.

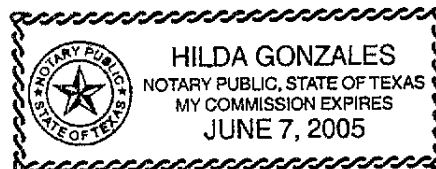
By:   
Name: Marty Jimmerson  
Title: Vice President/General Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

On this 27<sup>th</sup> day of August, 2001, before me personally came Marty Jimmerson, who being by me duly sworn, did depose and says: that he resides in the State of Texas, that he is the Vice President/General Manager of AMERICAN TOWER MANAGEMENT, INC., the corporation described in and which executed the foregoing instrument; and that he has executed this instrument as his voluntary act and that of the corporation.

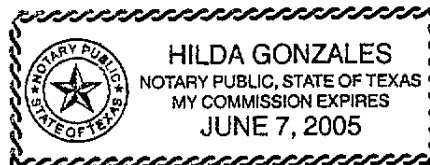
Hilda Gonzales  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §



On this 27<sup>th</sup> day of August, 2001, before me personally came Marty Jimmerson, who being by me duly sworn, did depose and says: that he resides in the State of Texas, that he is the Vice President/General Manager of ATC GP, Inc., the sole general partner of AMERICAN TOWERS, INC., the corporation described in and which executed the foregoing instrument; and that he has executed this instrument as his voluntary act and that of the corporation.

Hilda Gonzales  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**  
**Copy of Lease**

See attached.

**REDACTED**

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made and entered into this 30 day of November 2000, between Bland Recycling, LLC, its successors and assigns (the "Landlord") and AMERICAN TOWER MANAGEMENT, INC., a Delaware corporation, its successors and assigns (the "Tenant").

1. **Description and Lease of Leased Premises.** Landlord is the owner of certain real property located in Salt Lake County, State of Utah. Landlord leases to Tenant a portion of such real property together with irrevocable, nonexclusive and unconditional rights-of-way and appurtenant easements for ingress, egress, regress, and utilities, including without limitation, the existing easement extending from the public right-of-way, which is known as U-111, Copperton Highway, (said real property and easements being collectively referred to as the "Leased Premises"). Said Leased Premises is more specifically described in and substantially shown on **Exhibit A** attached hereto and made a part hereof for all purposes. Tenant shall have the right, but not the obligation, to improve the easements by any means chosen by the Tenant. Landlord and Tenant hereby agree that after completion of a survey of the Leased Premises, including the easements, (and an as-built survey, if desired by Tenant) **Exhibit B** shall constitute the determinative description of the Leased Premises. Landlord agrees to fully cooperate with and assist Tenant in any way in obtaining any additional easements or consents required from any adjoining or adjacent property owners or other parties, if necessary for Tenant to have adequate ingress, egress, regress and utility service to the Leased Premises.
2. **Initial Term and Rental.** This Agreement shall be for an initial term of ten (10) years beginning on the first day of the month during which the Option granted by Landlord to Tenant is exercised by Tenant as therein provided, as reflected in the Memorandum of Lease executed by the parties hereto (the "Commencement Date") at an annual rental of \_\_\_\_\_, to be paid in equal annual installments, in advance, to Landlord or to such other person, firm or place as the Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date. Tenant shall make all annual rental payments on the anniversary of the Commencement Date throughout the Initial Term and any Extended Terms.
3. **Extension of Term.** Tenant is hereby granted the option to extend the term of this Agreement for four (4) additional consecutive ten (10) year periods (the "Extended Term(s)"). Each option for an extended term shall be deemed automatically exercised without notice by Tenant to Landlord unless Tenant gives Landlord written notice of its intention not to exercise any such option, prior to the beginning of the Extended Term, in which case, this Agreement shall expire at the end of the then current term. All references herein to the term of this Agreement shall include the term as it is extended as provided in this Agreement.
4. **Extended Term Rental.** The annual rental for the extended terms shall be as follows:

<u>Extended Term</u>	<u>Annual Rental</u>
1st	\$
2nd	\$
3rd	\$
4th	\$
5. **Continuance of Lease.** If, at least six (6) months prior to the end of the fourth (4<sup>th</sup>) Extended Term, neither Landlord nor Tenant has given the other written notice of its desire that the term of this Agreement end at expiration of the fourth (4<sup>th</sup>) Extended Term, then upon the expiration of the fourth (4<sup>th</sup>) Extended Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving

to the other written notice of its intention to so terminate at least twelve (12) months prior to the end of any such annual term. Annual rental during such annual terms shall be equal to the rent paid for the last year of the fourth (4<sup>th</sup>) Extended Term increased by \_\_\_\_\_ each year for which the lease is continued under the above provisions.

6. **Use.** Tenant shall use the Leased Premises for the purpose of erecting, installing, constructing, maintaining and operating communications facilities and uses incidental thereto, which facilities may consist of such buildings as are necessary to house telecommunications and broadcast equipment, including without limiting the generality of the foregoing, generator(s), antenna structures and towers of sufficient height, as determined by Tenant, now or in the future, to meet Tenant's and its customers' telecommunications and broadcast needs, equipment buildings and all necessary appurtenances, and a security fence of chain link or comparable construction that may, at the option of Tenant, be placed around the perimeter of, or within, the Leased Premises (collectively, the "Communications Facility"). All improvements to the Leased Premises necessary for Tenant's use shall be made at Tenant's sole expense. Landlord hereby grants such appurtenant easements to Tenant in, over and across such portions of Landlord's contiguous property as are reasonably required for the erection, construction, installation, maintenance, and removal of the Communications Facility, including without limiting the generality of the foregoing, (1) the right of ingress, egress, and regress to and from the Leased Premises for construction machinery and equipment, (2) the right to use such portions of Landlord's contiguous property as are reasonably necessary for storage of construction materials and equipment during construction of the Communications Facility, and (3) the right to use Landlord's contiguous property and/or the easements reasonably necessary for the maintenance of the Communications Facility. Tenant will maintain the Leased Premises and all of Tenant's improvements on the Leased Premises in a reasonable condition. Tenant, at Tenant's option, may erect monopoles, self supporting towers, or other such towers or antenna structures suitable for its proposed use.

7. **Governmental Approvals.** Tenant's ability to use the Leased Premises is contingent upon its obtaining and maintaining all certificates, permits, licenses and other approvals that may be required by any federal, state or local authorities. If requested by Tenant, any such applications may be filed with respect to not only the Leased Premises, but also Landlord's contiguous property. Landlord shall fully cooperate with Tenant in all respects in connection with its effort to obtain and maintain in effect all certificates, permits, licenses or other approvals required by governmental authorities for Tenant's use of the Leased Premises. Tenant will perform all other acts and bear all expenses associated with any zoning or other procedure necessary to obtain any certificate, permit, license or approval for the Leased Premises deemed necessary by Tenant. Landlord agrees not to register any written or verbal opposition to any such procedures and to execute in a timely manner any documentation required throughout the term of this Agreement with respect to governmental approvals.

8. **WAIVER OF LIABILITY. NEITHER LANDLORD NOR TENANT SHALL BE RESPONSIBLE OR LIABLE TO THE OTHER PARTY FOR ANY LOSS OR DAMAGE ARISING FROM ANY CLAIM TO THE EXTENT ATTRIBUTABLE TO ANY ACTS OR OMISSIONS OF OTHER LICENSEES OR TOWER USERS OCCUPYING THE COMMUNICATIONS FACILITY OR VANDALISM OR FOR ANY STRUCTURAL OR POWER FAILURES OR DESTRUCTION OR DAMAGE TO THE COMMUNICATIONS FACILITY EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH PARTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL LANDLORD OR TENANT BE LIABLE TO THE OTHER FOR, AND LANDLORD AND TENANT EACH HEREBY WAIVE THE RIGHT TO RECOVER, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES**

9. **Taxes.** Tenant shall be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against the improvements constructed by Tenant on the Leased Premises. Tenant shall reimburse Landlord for any increase in ad valorem real estate taxes levied against the Leased Premises which are directly attributable to the improvements constructed by Tenant on the Leased Premises and are not separately levied or assessed by the taxing authorities against Tenant, or the improvements of Tenant; provided, however, as a condition precedent to payment of such taxes by Tenant, Landlord shall provide documentation to Tenant of such tax increase. Landlord shall pay all other ad valorem real property taxes levied against the Leased Premises on or before the

date such taxes become delinquent. Tenant may, at Tenant's sole option, pay any delinquent taxes levied against Landlord's property and then (i) deduct any amount paid from future rents due, or (ii) collect said taxes from Landlord by any lawful means.

10. **Termination.** In addition to other rights of termination Tenant may have under this Lease, Tenant shall have the right to terminate this Agreement by written notice to Landlord at any time upon the occurrence of any of the following events: (a) any certificate, permit, license or approval necessary for the erection, installation, construction, maintenance or operation of the Communications Facility in the manner intended by Tenant is rejected, cancelled, expires, lapses, or is otherwise withdrawn or terminated, or Tenant determines the cost of obtaining or retaining any such certificate, permit, license or approval, or of complying with applicable legal and regulatory requirements, is unreasonable; or (b) Tenant determines, in its sole discretion, that, based upon imposed zoning conditions or requirements, soil boring tests, radio frequency propagation tests, or interference with Tenant's reception or transmission, the Leased Premises is inappropriate for the uses intended by Tenant; or (c) Landlord does not have good and marketable title to the Leased Premises or does not have the full power and authority to enter into and execute this Agreement or the Leased Premises is encumbered in a way which restricts Tenant's use; or (d) Tenant, in its sole discretion, determines at any time that it desires to discontinue utilization of the Leased Premises as a Communications Facility for any reason whatsoever; or (e) should Landlord breach any material term or covenant in this Lease or fail to perform any obligation under this Lease, and such breach shall continue uncured sixty (60) days following the receipt of written notice. Upon such termination, this Agreement shall become null and void and Landlord and Tenant shall have no other further obligations to each other, other than Tenant's obligation to remove its property as hereinafter provided and obligations of either party which expressly or by their nature survive the expiration or termination of this Agreement.

11. **Removal of Improvements.** Notwithstanding any contrary provision of statutory or common law, title to all improvements erected, constructed or installed by Tenant on the Leased Premises shall remain with Tenant, and all improvements erected, constructed or installed by Tenant shall at all times be and remain the property of Tenant, regardless of whether such improvements are attached or affixed to the Leased Premises. Tenant, upon termination of this Agreement, shall, within one hundred and eighty (180) days, remove all improvements, fixtures and personal property erected, constructed or installed on the Leased Premises by Tenant and restore the Leased Premises to its original above grade condition, reasonable wear and tear, damage by storm, fire, lightning, earthquake and other conditions beyond Tenant's reasonable control excepted.

12. **Right of First Refusal.** In the event Landlord shall receive a bona fide offer from a third party to lease or purchase, or if Landlord intends to communicate to a third party an offer to lease or sell, all or any portion of the Leased Premises, Landlord shall first communicate the terms of such offer to Tenant and offer to lease or sell such property to Tenant upon the same terms and conditions, including any financing terms. Tenant shall have thirty (30) days from receipt of said notice from Landlord to accept said offer in writing. If Tenant fails to exercise such right of first refusal within the stated time, Landlord may lease or sell the Leased Premises (or the applicable portion) subject to any and all terms and conditions of this Lease; provided, however, that if the terms of sale or lease change and if Landlord has not leased or sold and transferred title to such property within ninety (90) days of the date of Landlord's written notice to Tenant, any such lease or sale and transfer of title shall again be subject to Tenant's said right of first refusal. Tenant's right of first refusal shall continue in effect as to any proposed lease or sale subsequent to each such lease or sale upon which Tenant failed to exercise such option. The parties agree that this provision shall not apply to the lease or purchase of the Leased Premises by a descendant or sibling of Landlord.

13. **Non-Interference.** During the Initial Term and any Extended Term, Landlord will not grant a license, a lease or transfer or convey any other interest in Landlord's real property to any party for the purposes of building or operating (1) a communications facility, or (2) a physical structure or device which would interfere, in Tenant's sole judgment, with the radio frequencies of Tenant's Communication Facility. The provisions of this Paragraph 13 shall be a covenant running with the land, and shall be binding upon Landlord, and Landlord's successors and assigns for the full term of this Agreement and any extension and renewal hereof.

14. **Quiet Possession.** The Landlord hereby covenants that the Tenant is seized and possessed of a valid leasehold estate in and to the Leased Premises, that the Tenant shall have quiet and peaceable possession of the Leased Premises, free from all encumbrances, that the Landlord shall defend title to the Leased Premises for and on behalf of the Tenant, and shall take no action which will adversely affect Tenant's rights hereunder, and that the Landlord shall provide such further assurances of title as may be necessary or appropriate. If the foregoing covenant of quiet possession shall be breached, the Landlord shall be liable to the Tenant for all damages incurred as a result of such breach

15. **Assignment and Subleasing.** This Agreement may be freely sold, assigned or transferred at any time by Tenant so long as any such assignee agrees to assume Tenant's obligations hereunder. Upon any such assignment, Tenant shall be released from any further obligations hereunder accruing from or after the date of any such assignment. Tenant may freely sublease all or any part of the Leased Premises, including, but not limited to, ground space and tower space, and said sublessees may use the easements for ingress, egress, regress and utilities.

16. **Condemnation.** If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Agreement, and the term hereby granted, shall, at Tenant's sole option, cease from the time when possession thereof is taken by the public authority, and rental shall be accounted for as between Landlord and Tenant as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of Landlord and Tenant hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect Tenant's right to an award of compensation from any condemnation proceeding for the taking of Tenant's leasehold interest hereunder or for the taking of Tenant's improvements, fixtures, equipment, and personal property.

17. **Damage or Destruction.**

(a) Landlord acknowledges and agrees that it is extremely important that Tenant maintain continuous operation of its Communications Facility on the Leased Premises. Therefore, in the event of any damage to or destruction of the Leased Premises, or any condemnation thereof, which renders Tenant's and its sublessee's Communications Equipment inoperable or unusable, Tenant and its sublessees shall have the right, at its option, to construct or install temporary facilities, including temporary or replacement antennae, if necessary, on the Leased Premises or on Landlord's contiguous property, in such location as may be reasonably acceptable to Landlord and in a manner which will not interfere with any repair or reconstruction efforts, in order to continue operation of the Communications Facility. Landlord shall allow Tenant and its sublessees to install such additional equipment and fixtures, including without limiting the generality of the foregoing, antennae, cables and wires, and shall permit Tenant and its sublessees access, construction, repair and maintenance rights as may be necessary to allow Tenant to operate and maintain such temporary facilities until the Leased Premises has been sufficiently repaired to permit Tenant to use the Communications Facility on the Leased Premises, or until a substitute permanent location acceptable to Landlord and Tenant has been agreed upon, and construction of such substitute permanent facility has been completed.

(b) If the Leased Premises is repaired, Tenant shall have the right to construct and install a replacement Communication Facility, in and on the repaired Leased Premises, in substantially the same location and manner as prior to the occurrence of the damage. It is the intention of the parties that Tenant shall be able to maintain continuous operation and use of the Communications Facility throughout the Initial Term and any Extended Term(s), at the same or substantially the same site where the Leased Premises is currently located.

(c) If Tenant elects to continue operation of the Communications Facility pursuant to this paragraph, this Lease shall not terminate on account of such damage, destruction or condemnation, but shall continue in effect. Rent and Tenant's other obligations under this Lease shall be equitably abated or adjusted to account for any damage, destruction or reduction of the Leased Premises or the conditions under which Tenant's temporary or replacement facilities are being used and operated, commencing from the date of damage, destruction or condemnation and continuing during the period of such repair or restoration.



18. **Subordination.** At Landlord's option, this Agreement shall be subordinate to any deed to secure debt or mortgage by Landlord which now or hereafter may encumber the Leased Premises, provided, however, that no such subordination shall be effective unless the holder of every such deed to secure debt or mortgage shall, either in the deed to secure debt or mortgage or in a separate agreement with Tenant, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of Landlord's interest in the Leased Premises, such holder shall recognize and confirm the validity and existence of this Agreement and the rights of Tenant hereunder, and this Agreement shall continue in full force and Tenant shall have the right to continue its use and occupancy of the Leased Premises in accordance with the provisions of this Agreement as long as Tenant is not in material default of this Agreement beyond applicable notice and cure periods. Tenant shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Leased Premises is encumbered by a deed to secure debt or mortgage on the Commencement Date, Tenant shall furnish to Landlord a subordination, non-disturbance and attornment agreement ("SNDA"), and Landlord shall use Landlord's best efforts to return to Tenant such SNDA executed in recordable form by the holder of each deed to secure debt or mortgage, no later than ten (10) days after receipt of such SNDA.

19. **Title Insurance.** Tenant, at Tenant's option and sole expense, may obtain a title insurance policy, title commitment, title report, abstract, or any other reports to insure the suitability of the Leased Premises for lease. Landlord agrees to fully cooperate with Tenant's efforts to obtain the above mentioned documents or obtain requested documentation as required by the title insurance company. If Landlord fails to provide requested documentation within thirty (30) days of Tenant's request, or fails to use Landlord's best efforts to timely provide any SNDA required in the Subordination Section of this Agreement, Tenant, at Tenant's option, may withhold and accrue the annual rental or any pro rated portion thereof until such time as all such documentation is received by Tenant or may terminate this Agreement

20. **Environmental Laws.** Landlord hereby makes the following representations and warranties to Tenant, for the benefit of Tenant:

(a) Landlord has obtained all permits, licenses and other authorizations, if any, which are required under Environmental Laws, as defined below, and Landlord is in compliance in all material respects with all terms and conditions of the required permits, licenses and authorizations, and is also in compliance in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, notifications, schedules and timetables contained in the Environmental Laws;

(b) Landlord is not aware of, and has not received notice of, the disposal or release or presence of Hazardous Substances, as defined below, on the Leased Premises or easements or any property owned by Landlord that is adjoining or adjacent to the Leased Premises or the easements or of any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance on the part of Landlord in any material respect with any Environmental Laws, or may give rise to any material common law or legal liability, or otherwise form the basis of any material claim, action, demand, suit, lien, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any Hazardous Substance;

(c) The Leased Premises, including the easements, and all property owned by Landlord that is within one mile of the Leased Premises or the easements are free from Hazardous Substances; and

(d) There is not pending, or, to the best of Landlord's knowledge, threatened against Landlord, and Landlord knows of no facts or circumstances that might give rise to, any civil, criminal or administrative action, suit, demand, claim, hearing, notice or demand letter, notice of violation, environmental lien, investigation, or proceeding relating in any way to Environmental Laws.

As used herein the following terms shall have the following meanings:

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(a) "Environmental Laws" shall mean all federal, state, local and foreign laws relating to pollution or protection of the environment, including laws relating to emissions, discharges, releases or threatened releases of any Hazardous Substance into the environment (including without limitation, ambient air, surface water, ground water or land), or otherwise relating to the generation, manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances and any and all regulations, codes, standards, plans, orders, decrees, judgments, injunctions, notices or demand letters issued, entered, promulgated or approved thereunder.

(b) "Hazardous Substances" shall mean any pollutant, contaminant, hazardous, toxic or dangerous waste, substance or material, or any other substance or material regulated or controlled pursuant to any Environmental Law, including, without limiting the generality of the foregoing, asbestos, PBS, petroleum products (including crude oil, natural gas, natural gas liquids, liquified natural gas or synthetic gas) or any other substance defined as a "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "hazardous material," "hazardous chemical," "hazardous waste," "regulated substance," "toxic chemical," "toxic substance," or other similar term in any Environmental Law.

If during the Initial Term or any Extended Term it is determined that the Leased Premises, the easements, or any property owned by Landlord that is adjoining or adjacent to the Leased Premises or the easements is contaminated with Hazardous Substances, Tenant shall have the right, in addition to other rights and remedies, to terminate this Lease upon thirty (30) days written notice to Landlord.

21. **Opportunity to Cure.** If Tenant shall fail to pay any rental or other amounts payable under this Agreement when due, or if Tenant should fail to perform any other of the covenants, terms or conditions of this Agreement, prior to exercising any rights or remedies against Tenant on account thereof, Landlord shall first provide Tenant with written notice of the failure and provide Tenant with a thirty (30) day period following receipt of such notice to cure such failure (if the failure is a failure to pay rental or any other sum of money under this Agreement) or a sixty (60) day period following receipt of such notice to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder and is not capable of being cured within a sixty (60) day period, Tenant shall be afforded a reasonable period of time to cure the failure provided that Tenant promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence.

22. **Governing Law.** This Agreement shall be governed and interpreted by, and construed in accordance with, the laws of the State in which the Leased Premises is located.

23. **Notices.** All notices hereunder must be in writing and shall be deemed validly given when delivered by hand, by nationally recognized overnight express delivery service or by First Class United States mail, certified, return receipt requested, addressed as follows:

Tenant:

American Tower Management, Inc.  
3411 Richmond Ave.  
Suite 400  
Houston, TX 77046  
Attn: Land Administration Department

With a copy to: Regional Counsel (same address)

Landlord:

Bland Recycling, LLC  
% Byron Boe Bland  
4689 West Helenic Lane  
West Jordan, Utah 84088

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Any notice or other communication mailed as herein provided shall be deemed effectively given (a) on the date of delivery, if delivered by hand or (b) on the date received, if sent by overnight express delivery or if sent by U.S. mail. The parties may substitute recipient's names and addresses by giving at least 10 days notice as provided hereunder. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

24. **Binding Effect.** This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Landlord and Tenant and shall constitute covenants running with the land.

25. **Miscellaneous.** Except as set forth in this Agreement, whenever the consent or approval of either party is required or a determination must be made by either party under this Lease, no such consent or approval shall be unreasonably withheld, denied or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. This Agreement cannot be modified except by a written modification executed by Landlord and Tenant in the same manner as this Agreement is executed. The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement and any attached Exhibits and Addenda contains all agreements, promises and understandings between the Landlord and Tenant, and no verbal or oral agreements, promises, statements, assertions or representations by Landlord or Tenant or any employees, agents, contractors or other representations of either, shall be binding upon Landlord or Tenant. All Exhibits to this Agreement are incorporated within and made a part of this Agreement by their reference within the Agreement. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement. At the request of Tenant, Landlord agrees to execute a memorandum or short form of this Agreement provided by Tenant in recordable form setting forth a description of the Leased Premises, the term of this Agreement and other information desired by Tenant for the purpose of giving public notice thereof to third parties. If any term, covenant, condition or provision of this Lease or application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law. No failure or delay of the parties hereto to exercise their rights hereunder or to insist upon the strict compliance with any obligation imposed hereunder, and no course of dealing or custom or practice of either party hereto at variance with any term hereof, shall constitute a waiver or a modification of the terms hereof or the right to demand strict compliance with the terms hereof.

26. **Confidentiality.** Landlord agrees that all terms of this Agreement, and any information furnished to Landlord by Tenant in connection with this Agreement, shall be and remain confidential. Except for Landlord's attorney or broker, if any, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The provisions of this paragraph to the contrary notwithstanding, the parties hereto expressly agree to execute and record a Memorandum of Lease in the form of that executed by the parties hereto, with Tenant being hereby authorized to insert therein the Commencement Date hereof as determined by the provisions of the Initial Term and Rental section of this Agreement and to attach Exhibit A and Exhibit B of this Lease.

27. **Survival.** Expiration or termination of this Agreement for any cause shall not release either party from any liability which at the time of expiration or termination has already accrued to the other party or which thereafter may accrue in respect of any act or omission prior to expiration or termination. All obligations of either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect notwithstanding its expiration or termination, until they are satisfied in full or by their nature expire.

28. **Debt Security.** Landlord covenants and agrees that, without the prior consent of Landlord, at all times during the Initial Term or any Extended Term, Tenant shall have the right to mortgage or convey by deed of trust, deed to secure debt or other instrument adequate for the purpose of securing any bona fide indebtedness or evidence thereof, this Lease or the leaseholder's interest of the Tenant created hereby, together with all of the Tenant's right, title, and interest in and to the improvements hereinafter

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constructed, erected, or placed on the Leased Premises by Tenant, provided that no such mortgage, conveyance or encumbrance, nor any foreclosure thereof, nor any purchase thereunder, shall impair or abridge the rights of the Landlord.

29. **Estoppel Certificate.** Landlord agrees that it will from time to time, upon not less than fifteen (15) days written notice from Tenant, upon request by Tenant execute and deliver to Tenant a written statement addressed to Tenant (or to a party designated by Tenant), which statement shall identify Tenant and this Agreement, shall certify that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), shall confirm that Tenant is not in default as to any obligations of Tenant under this Agreement (or if Tenant is in default, specifying any default), and shall contain such other information or confirmations as Tenant may reasonably require. The Estoppel Certificate shall be furnished to Landlord by Tenant or a party designated by Tenant.
30. **Broker.** Tenant and Landlord each acknowledges and represents to the other that no broker was used by it in connection with this Agreement and the Leased Premises.
31. **Due Authorization.** If Landlord is a corporation or a partnership whose general or managing partner is a corporation, the undersigned officer of Landlord represents that he or she is a duly authorized officer of said corporation and is authorized to execute this Lease and bind Landlord to the terms hereof.
32. **Addendum.** If Landlord and Tenant have agreed to amend any of the foregoing terms of this Agreement, by the attached Addendum to Lease Agreement, the Landlord's initials appear here [N/A], the Tenant's initials appear here [N/A], and the attached Addendum to Lease Agreement is incorporated herein and made a part hereof by this reference.

[Remainder of page intentionally left blank.]

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day first above written.

Landlord:

BLAND RECYCLING, LLC

By: [Signature] (SEAL)  
Name: Bryan Bland  
Title: Owner  
Tax I.D. No. 47-0566780

Attest: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Tenant:

AMERICAN TOWER MANAGEMENT, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Marty Jimmerson  
Vice-President/General Manager

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Corporate Seal]

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ADDENDUM TO  
LEASE AGREEMENT  
BETWEEN BLAND RECYCLING, LLC, as Landlord,  
and AMERICAN TOWER MANAGEMENT, INC., as Tenant  
DATED

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Landlord and Tenant hereby agree that the terms and conditions of the Agreement are hereby supplemented and/or amended as follows:

Any capitalized term used in this Addendum and not otherwise defined herein shall have the meaning given such term in the Agreement. In the event of any conflict between the Agreement (without this Addendum) and this Addendum, this Addendum shall control. Except as set forth in this Addendum, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

Landlord's initials: BB

Tenant's initials: \_\_\_\_\_

[This Addendum page to remain in lease even if not used]

LANDLORD NOTARY BLOCK (INDIVIDUAL)

STATE OF UTAH

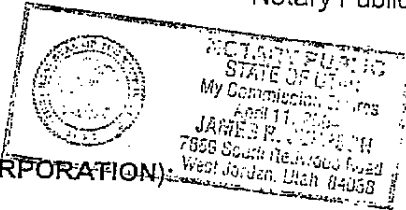
COUNTY OF SALT LAKE

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named BYRON BLAND, who acknowledged that s/he did sign the foregoing instrument and that the same is her/his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at SALT LAKE CITY, UTAH this 30<sup>th</sup> day of NOVEMBER 2009

My commission expires:

Notary Public



LANDLORD NOTARY BLOCK (CORPORATION)

STATE OF UTAH

COUNTY OF SAALT LAKE

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named \_\_\_\_\_ a \_\_\_\_\_ corporation, by \_\_\_\_\_ its \_\_\_\_\_ who acknowledged that s/he did sign the foregoing instrument and that the same is the free act and deed of said corporation and her/his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

My commission expires:

Notary Public

COPY-  
CO. RECORDER

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LANDLORD NOTARY BLOCK (PARTNERSHIP):

STATE OF UTAH

COUNTY OF SALT LAKE

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named \_\_\_\_\_, partner (or agent) on behalf of \_\_\_\_\_, a partnership, who acknowledged that s/he did sign the foregoing instrument and that the same is the free act and deed of said partnership and her/his free act and deed personally and as such partner (or agent).

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

TENANT NOTARY BLOCK:

STATE OF TEXAS

COUNTY OF HARRIS

I, \_\_\_\_\_, Notary Public for said County and State, do hereby certify that Marty Jimmerson personally known to me to be the Vice President/General Manager of American Tower Management, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Houston, Texas this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

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EXHIBIT A

Legal description of Leased Premises

LEASE PARCEL DESCRIPTION

A parcel of land being part of an entire tract of land situate in the Southwest quarter of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel are described as follows:

Beginning at a point which is 149.46 feet S.00°07'15"E along the quarter Section line, said line being the Grantor's east boundary, and 95.02 feet WEST from the Center Quarter corner of said Section 27 and running thence S.14°06'34"W 100.00 feet, more or less, to the Northwestern right-of-way line of the Kennecott Copper Corporation railroad; thence N.75°53'26"W 100.00 feet; thence N.14°06'34"E 100.00 feet; thence S.75°53'26"E 100.00 feet to the point of beginning. The above described part of and entire tract contains 10,000 square feet or 0.230 acre.

-POOR COPY-  
CO. RECORDER

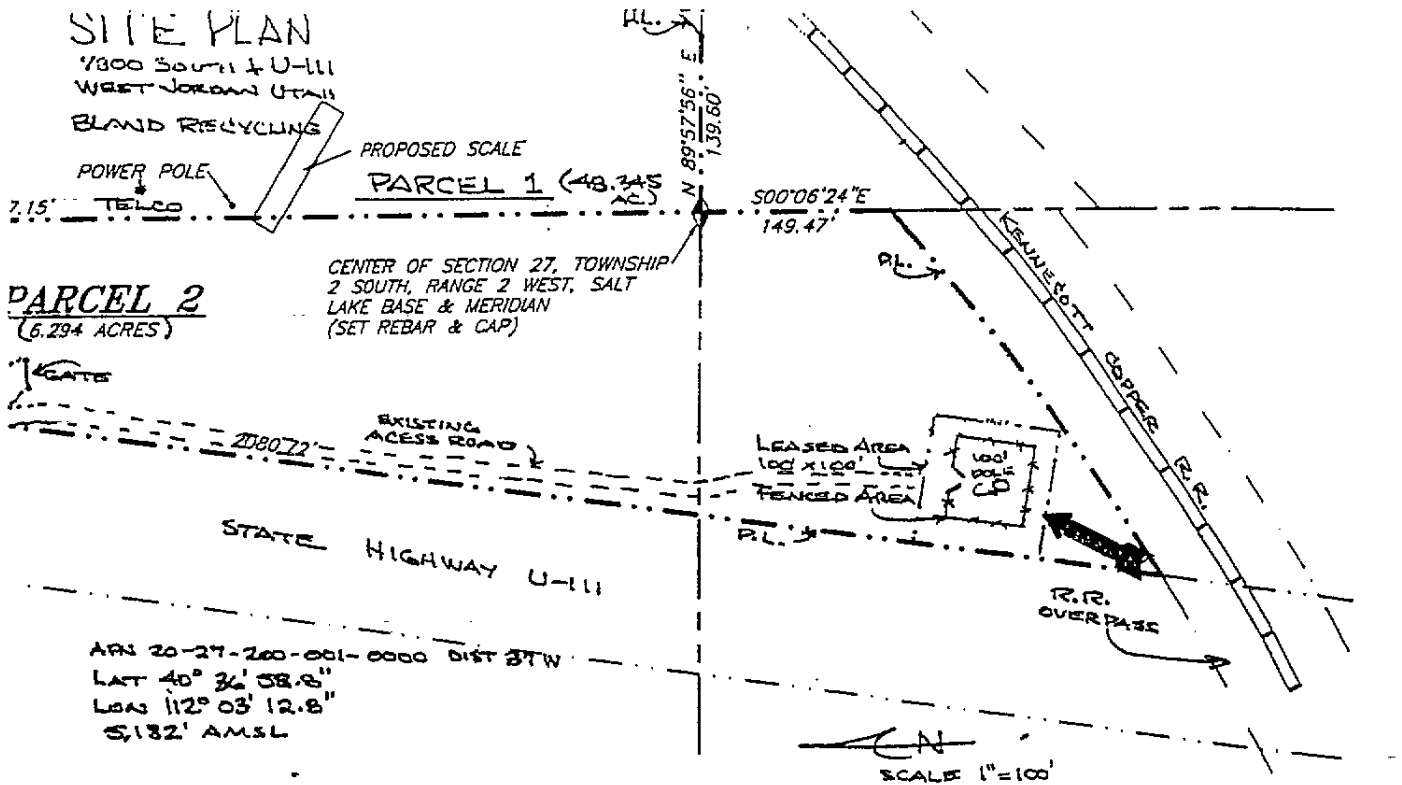
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# EXHIBIT B

Legal Description and Survey (and/or As Built Survey) of the Leased Premises (including easements)

(to be attached at a later date)

POOR COPY -  
CO. RECORDER



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