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THIS DOCUMENT PREPARED BY:

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
06/25/2015 01:35 PM
FEE \$18.00 Pgs: 5
DEP RT REC'D FOR UPF WASHINGTON IN
CORPORATED

AFTER RECORDING, RETURN TO:

**RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:**
UPF WASHINGTON INC
12410 E MIRABEAU PKWY #100
SPOKANE VALLEY WA 99216
REF # 398830

MEMORANDUM OF FIRST AMENDMENT TO LEASE

See Exhibit "A" for Legal Description, Common Address and Parcel No.

THIS MEMORANDUM OF FIRST AMENDMENT TO LEASE (this "Memorandum") is made this 3 day of June, 2015, by and between **GLEELYN J. BATEMAN AND MARCIA O. BATEMAN**, husband and wife (together, "Landlord"), having a mailing address of 1625 North 3200 West, PO Box 265, Corinne, Utah 84307, and **NCWPCS MPL 34 – 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. 10116107, 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 c/o Crown Castle USA Inc., E. Blake Hawk, General Counsel, Attn: Legal – Real Estate Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, Landlord and Tenant are the current parties under that certain Utah Lease Agreement dated as of September 11, 2007, with a commencement date of September 11, 2007, originally by and between New Cingular Wireless PCS, LLC, a Delaware limited liability company ("New Cingular"), as tenant, and Landlord, as landlord, a memorandum of which was recorded on September 24, 2007 as Entry No. 2308179, and in Book 4373, Page 514 in the Public Records of Davis County, Utah (the "Lease");

WHEREAS, Tenant is the successor in interest to New Cingular;

WHEREAS, the parties have modified the terms of the Lease by that certain First Amendment to Utah Lease Agreement dated the same date as this Memorandum, 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 in the Public Records of Davis County, Utah; and

WHEREAS, the Amended Lease pertains to certain real property leased to Tenant (the "Leased Premises") together with access and utility easements granted to Tenant more particularly described in the Amended Lease, 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:

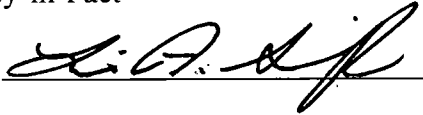
1. The recitals hereinabove are true and correct and are incorporated herein by this reference.
2. Landlord hereby acknowledges, ratifies, and confirms Tenant's interest in and to the Amended Lease.
3. The terms and provisions of the Amended Lease are hereby restated and incorporated herein by this reference.
4. The Amended Lease provides that the initial term of the Amended Lease is five (5) years, commencing on September 11, 2007, after which Tenant has the right to extend the term of the Amended Lease for eight (8) extension terms of five (5) years each. The term of the Amended Lease, including all extension terms, if exercised, will expire on September 10, 2052.
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 a right of first refusal with respect to the Leased Premises during the term of the Amended Lease and continuing for five (5) years after the termination of the Amended Lease, upon the terms and conditions more particularly set forth in the First Amendment to Utah Lease Agreement.
7. The Amended Lease provides Tenant with an irrevocable option to lease up to a maximum of five hundred (500) square feet of Landlord's Property adjacent to the Leased Premises, upon the terms and conditions more particularly set forth in the First Amendment to Utah Lease Agreement.
8. 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.
9. This Memorandum may be executed in counterparts, each of which shall constitute an original instrument.

[Signatures begin on the following page]

TENANT:

NCWPCS MPL 34 – YEAR SITES TOWER HOLDINGS LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company
Its: Attorney-in-Fact


By: 
Name: Lisa A. Sedgwick
Title: RET Manager
Date: 6/3/2015

ACKNOWLEDGEMENT

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

On this, the 3 day of June, 2015, before me Carolyn T. Moores,
Notary Public, the undersigned officer, personally appeared
Lisa A Sedgwick, who acknowledged him/herself to be the
RET Manager of CCATT LLC, a Delaware limited liability company,
the Attorney-in-Fact for NCWPCS MPL 34 – 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 Lease 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:

[SEAL]



EXHIBIT "A"

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

Land situated in Davis County, Utah, more particularly described as follows:

Beginning 140 rods West from the Northeast Corner of the Northwest Quarter,
Section 26, Township 4 North, Range 2 West, Salt Lake Meridian, South 80
rods, West 20 rods, North 80 rods, East 20 rods to beginning.

Tax Parcel Identification Number: 12-111-0015

Common Address: [vacant land] West 3700 Street, Syracuse, Utah 84075