

E 3119521 B 7108 P 374-381
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/27/2018 12:04 PM
FEE \$24.00 Pgs: 8
DEPT RTT REC'D FOR CROWN CASTLE USA

WHEN RECORDED RETURN TO:

RETURNED
SEP 27 2018

Prepared by:
Lake & Cobb, PLC
1095 W. Rio Salado Pkwy, Suite 206
Tempe, AZ 85281

Space above this line for Recorder's Use

A.P.N. 12-111-0015

Prior recorded document(s) in Davis County, Utah:
September 24, 2007 at #2308179 in Bk 4373, Pgs 514-518

MEMORANDUM OF SECOND AMENDMENT TO
UTAH LEASE AGREEMENT

This Memorandum of Second Amendment to Utah Lease Agreement is made effective this 17 day of Sept, 2018 by and between GLEELYN J. BATEMAN AND MARCIA O. BATEMAN, husband and wife as joint tenants with full rights of survivorship (hereinafter referred to as "Landlord") and NCWPCS MPL 34 – YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCATT LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

1. Landlord and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Original Tenant") entered into a Utah Lease Agreement dated September 11, 2007, a memorandum of which was recorded in the official records of Davis County, Utah ("Official Records") on September 24, 2007 at Entry No. 2308179 in Book 4373, Pages 514-518 (the "Original Agreement") whereby Original Tenant leased certain real property, together with access and utility easements, located in Davis County, Utah from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"). Landlord's Property, of which the Premises is a part, is more particularly described on Exhibit B attached hereto.

2. The Original Agreement was amended by that certain First Amendment to Utah Lease Agreement dated June 3, 2015, a memorandum of which was recorded in the Official Records on June 25, 2015 at Entry No. 2875750 in Book 6296, Pages 476-480 (“First Amendment”) (hereinafter the Original Agreement and First Amendment are collectively referred to as the “Agreement”).

3. NCWPCS MPL 34 – Year Sites Tower Holdings LLC is currently the Tenant under the Agreement as successor in interest to the Original Tenant.

4. The Agreement had an initial term that commenced on September 11, 2007 and expired on September 10, 2012. The Agreement, as amended, provides for eight (8) extensions of five (5) years each, two (2) of which were exercised by Tenant (each extension is referred to as a “Renewal Term”). According to the Agreement, the final Renewal Term expires September 10, 2052.

5. Landlord and Tenant have entered into a Second Amendment to Utah Lease Agreement (the “Second Amendment”), of which this is a Memorandum, wherein the Premises was expanded by an additional area of 500 square feet. A metes and bounds description of the Premises, as expanded, is attached hereto as Exhibit A.

6. The terms, covenants and provisions of the Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

7. This Memorandum does not contain the social security number of any person.

8. A copy of the Second Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Landlord and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

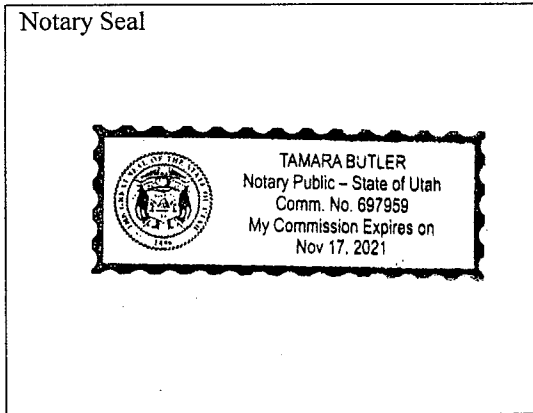
LANDLORD:

By: *Gleelyn J. Bateman*
GLEEELYN J. BATEMAN

STATE OF Utah)
)ss.
COUNTY OF Box Elder)

On this 17 day of Sept 2018, before me, the subscriber, a Notary Public in and for said State and County, personally appeared GLEEELYN J. BATEMAN, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Second Amendment to Utah Lease Agreement, and in due form of law acknowledged that he/she signed this instrument as his/her free and voluntary act for the uses and purposes mentioned in this instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



Tamara Butler
(Signature of Notary)

My Commission Expires: Nov 17, 2021

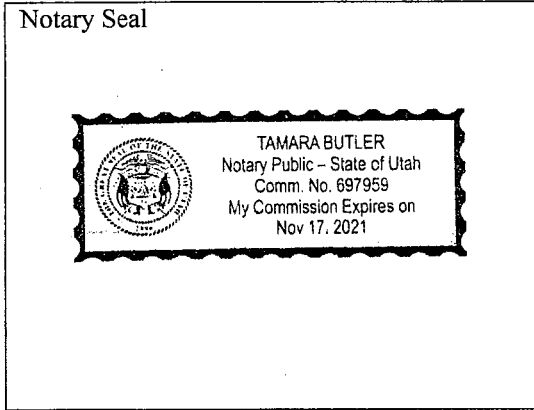
LANDLORD:

By: Marcia O. Bateman
MARCIA O. BATEMAN

STATE OF Utah)
)ss.
COUNTY OF Box Elder)

On this 17 day of Sept 2018, before me, the subscriber, a Notary Public in and for said State and County, personally appeared MARCIA O. BATEMAN, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Second Amendment to Utah Lease Agreement, and in due form of law acknowledged that he/she signed this instrument as his/her free and voluntary act for the uses and purposes mentioned in this instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.




Tamara Butler
(Signature of Notary)

My Commission Expires: Nov 17, 2021

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

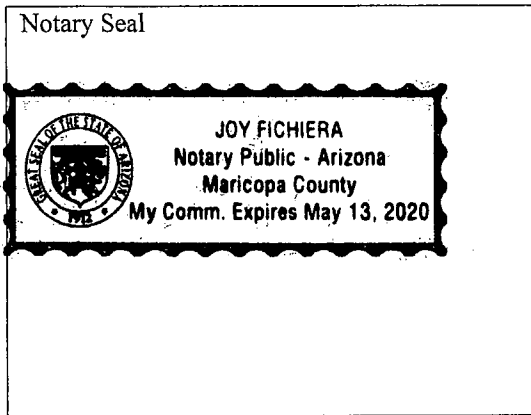
By: CCATT LLC, a Delaware limited
liability company
Its: Attorney In Fact

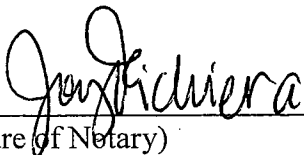
By: 
Print Name: Anthony Gabrielli
Title: District Manager

STATE OF Arizona)
)ss.
COUNTY OF Maricopa)

On this 27 day of August 2018, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Anthony Gabrielli, the District Manager of CCATT LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Second Amendment to Utah Lease Agreement, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.




(Signature of Notary)

My Commission Expires: May 13, 2020

EXHIBIT A
(Legal Description of Premises, as expanded)

DESCRIPTION OF PREMISES, AS EXPANDED BY ADDITIONAL LEASE AREA

ALL THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, DAVIS COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION, FROM WHICH POINT THE NORTH QUARTER CORNER OF SAID SECTION BEARS SOUTH 89° 32' 26" EAST, 2644.75 FEET;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89° 32' 26" EAST, 323.56 FEET;
THENCE DEPARTING SAID NORTH LINE, SOUTH 00° 27' 34" WEST, 27.50 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00° 27' 34" WEST, 33.50 FEET;
THENCE NORTH 89° 32' 26" WEST, 37.00 FEET;
THENCE NORTH 00° 27' 34" EAST, 33.50 FEET;
THENCE SOUTH 89° 32' 26" EAST, 37.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,240 SQUARE FEET, MORE OR LESS.

ACCESS AND UTILITY EASEMENT LEGAL DESCRIPTION

ALL THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, DAVIS COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION, FROM WHICH POINT THE NORTH QUARTER CORNER OF SAID SECTION BEARS SOUTH 89° 32' 26" EAST, 2644.75 FEET;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89° 32' 26" EAST, 323.56 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89° 32' 26" EAST, 6.44 FEET;

THENCE DEPARTING SAID NORTH LINE, AND ALONG THE EAST LINE OF THAT CERTAIN PARCEL RECORDED IN 08/16/1995, IN BOOK 1905, PAGE 1127 OF THE COUNTY RECORDS, SOUTH 00° 36' 08" WEST, 71.00 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 89° 32' 26" WEST, 53.26 FEET;
THENCE NORTH 00° 27' 34" EAST, 53.50 FEET;
THENCE PARALLEL WITH SAID NORTH LINE OF SECTION, SOUTH 89° 32' 26" EAST,
37.00 FEET;
THENCE NORTH 00° 27' 34" EAST, 17.50 FEET TO SAID NORTH LINE;
THENCE ALONG SAID NORTH LINE, SOUTH 89° 32' 26" EAST, 10.00 FEET TO THE
POINT OF BEGINNING.

EXCEPTING THEREFROM:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION, FROM WHICH
POINT THE NORTH QUARTER CORNER OF SAID SECTION BEARS SOUTH 89° 32' 26"
EAST, 2644.75 FEET;

THENCE ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, SOUTH 89° 32'
26" EAST, 323.56 FEET;
THENCE DEPARTING SAID NORTH LINE, SOUTH 00° 27' 34" WEST, 27.50 FEET TO
THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 00° 27' 34" WEST, 33.50 FEET;
THENCE NORTH 89° 32' 26" WEST, 37.00 FEET;
THENCE NORTH 00° 27' 34" EAST, 33.50 FEET;
THENCE SOUTH 89° 32' 26" EAST, 37.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,240 SQUARE FEET, MORE OR LESS.

EXHIBIT B
(Legal Description of Landlord's Property)

SITUATED IN THE COUNTY OF DAVIS, STATE OF UTAH, 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.