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Prepared by, and after recording

Return to:

Md7, LLC
10590 W. Ocean Air Drive, Suite 300
San Diego, CA 92130



ENT 101875:2016 PG 1 of 7
JEFFERY SMITH
UTAH COUNTY RECORDER
2016 Oct 13 12:23 pm FEE 22.00 BY NG
RECORDED FOR MD7 LLC

Grantor:	Earl R. Prete and Marilyn Prete as Trustees of the Earl and Marilyn Prete Family Trust dated the 19th day of January, 2016	
Grantee:	New Cingular Wireless PCS, LLC	
Legal Description:	Official legal description attached as Exhibit 1	
Tax Serial No.:	19-043-0002	
Cell Site Name & #:	LAKEVIEW / UTL04021	Fixed Asset #: 10103816
State:	UT	County: Utah

Memorandum of First Amendment to Lease Agreement

This Memorandum of First Amendment to Lease Agreement is entered into on this 19th day of SEPTEMBER, 2016, by and between Earl R. Prete and Marilyn Prete as Trustees of the Earl and Marilyn Prete Family Trust dated the 19th day of January, 2016, successor in interest to Earl R. Prete and Marilyn Prete, a married couple, having a mailing address of 1535 North 3110 West, Provo, UT 84601 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to New Cingular Wireless Services of Utah, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Tenant**").

1. Landlord and Tenant entered into a certain Lease Agreement dated May 27, 2005, as amended by that certain Reinstatement and Ratification of and First Amendment to Lease Agreement dated SEPTEMBER 19th, 2016 (collectively, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of Lease reflecting the Agreement was recorded on July 7, 2005, as Instrument No. 73479:2005, in the public records of Utah County, State of Utah.
2. The parties have agreed that the Agreement has a new initial term of five (5) years ("**New Initial Term**"), commencing on May 1, 2015, subject to the provisions of the Agreement.
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 Agreement. The Agreement will be automatically renewed unless Tenant notifies Landlord in

writing of Tenant's intention not to renew the Agreement 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 First Amendment to 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 Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of First Amendment to Lease Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement 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 Agreement.

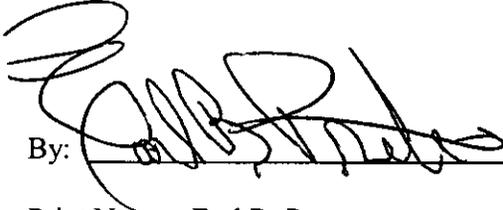
[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

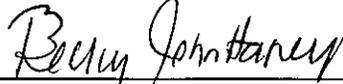
IN WITNESS WHEREOF, the parties have executed this Memorandum of First Amendment to Lease Agreement as of the day and year first above written.

LANDLORD:
Earl R. Prete and Marilyn Prete as Trustees of the Earl and Marilyn Prete Family Trust dated the 19th day of January, 2016

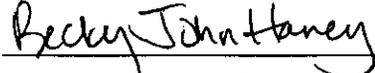
TENANT:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

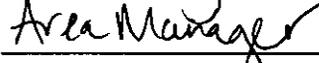
By: 

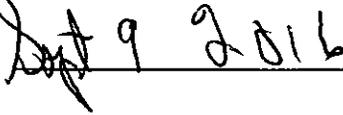
By: 

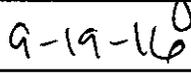
Print Name: Earl R. Prete

Print Name: 

Title: Trustee

Title: 

Date: 

Date: 

By: _____

Print Name: Marilyn Prete

Title: Trustee

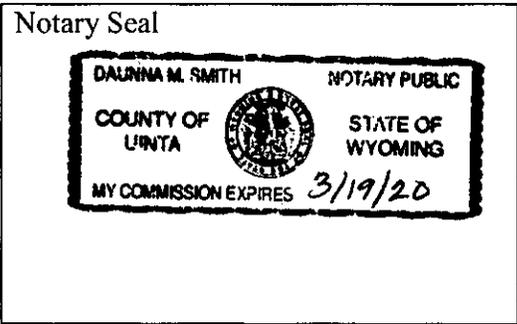
Date: _____

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

LANDLORD ACKNOWLEDGMENT

STATE OF ^{Wyoming} ~~UTAH~~)
)ss.
COUNTY OF Uinta)

The foregoing instrument was acknowledged before me this 9th day of Sept. 2016,
by **Earl R. Prete**, as Trustee of the **Earl and Marilyn Prete Family Trust** dated the **19th** day
of **January**, 2016.



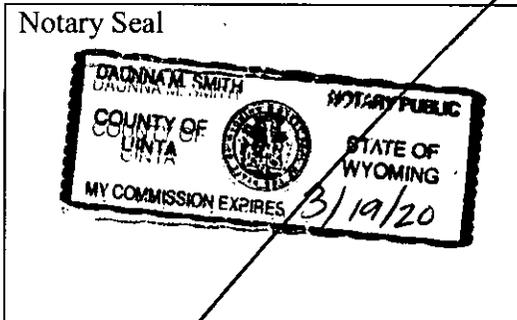
Daunna M. Smith
(Signature of Notary)

My Commission Expires: March 19, 2020

LANDLORD ACKNOWLEDGMENT

STATE OF ^{Wyoming}UTAH)
)ss.
COUNTY OF Uinta)

The foregoing instrument was acknowledged before me this 9th day of March 2016, by Marilyn Prete, as Trustee of the Earl and Marilyn Prete Family Trust dated the 19th day of January, 2016.



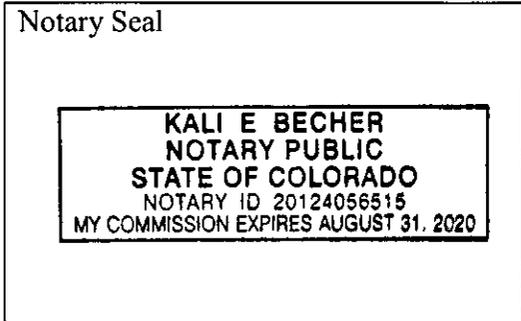
Daonna M. Smith
(Signature of Notary)

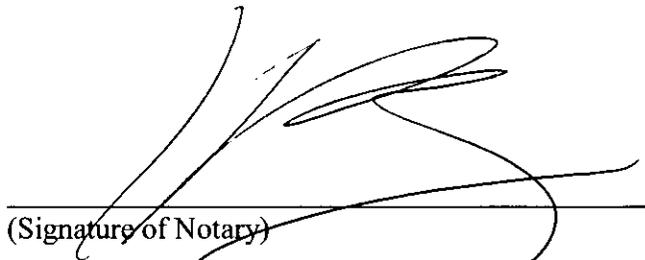
My Commission Expires: March 19, 2020

TENANT ACKNOWLEDGMENT

STATE OF COLORADO)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 19 day of Sept 2016
by Becky John Haney, the Area Manager
of **AT&T Mobility Corporation.**




(Signature of Notary)
My Commission Expires: 8-31-2020

Prepared by:
Md7, LLC
10590 W. Ocean Air Drive, Suite 300
San Diego, CA 92130

Exhibit 1 to Memorandum of First Amendment to Lease Agreement

Legal Description

Street Address: 1535 N 3110 W, Provo, UT 84601

Parcel #: 19-043-0002

That certain Premises (and access and utility easements) on a portion of the real property described as follows:

Commencing at a point on the East line of Section 33, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Utah County, Utah; said point being on a fence line and lying North 105.63 feet and East .74 feet from the East 1/4 Corner of said Section 33; thence South 89° 19' West 1324.85 feet; thence North 0° 54' West 274.67 feet; thence North 89° 19' East 1327.21 feet to a point on the East line of said Section 33; thence along said East line South 0° 24.5' East 274.67 feet to commencement.