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Book - 11136 Pg - 4490-4499
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COVIUS MORTGAGE SOLUTIONS
BY: eCASH, DEPUTY - EF 10 P.

THIS DOCUMENT PREPARED BY:

DYKEMA GOSSETT PLLC
Nicholas J. Winters, Esq.
39577 Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304
Phone: (248) 203-0700

AFTER RECORDING RETURN TO:

Crown Castle
1220 Avenue #500
Houston, TX 77057

MEMORANDUM OF FIRST AMENDMENT TO SITE LEASE AGREEMENT

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

THIS MEMORANDUM OF FIRST AMENDMENT TO SITE LEASE AGREEMENT (this "Memorandum") is made this 31 day of December, 2020, by and between **NORMAN CRAIG HARDMAN, SUCCESSOR TRUSTEE OF THE HARDMAN FAMILY TRUST DATED THE 30TH DAY OF AUGUST, 2017** ("Hardman Trustee"), having a mailing address of 3028 S. Miracle Cove, Magna, Utah 84044-3263, **NORMAN CRAIG HARDMAN**, individually ("NCH"), having a mailing address of 3028 S. Miracle Cove, Magna, Utah 84044-3263, and **MARK R. HARDMAN**, individually ("MRH"), having a mailing address of 2777 South Hardman Cove, Magna, Utah 84044 (NCH and MRH are tenants in common, and Hardman Trustee, NCH, and MRH are defined herein collectively as "Landlord"), and **NCWPCS MPL 22 – 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. 10088335, 208 S. Akard Street, Dallas, Texas 75202, by and through its Attorney-in-Fact, CCATT LLC, a Delaware limited liability company, whose mailing address is c/o Crown Castle USA Inc., Attn: Legal – Real Estate Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, Landlord and Tenant are the current parties under that certain Site Lease Agreement dated as of June 4, 1991, with a commencement date of September 1, 1991, originally by and between Salt Lake City Cellular Telephone Company, a general partnership ("SLCCTC"), as tenant, and Norman F. Hardman and Carol E. Hardman (together, the "Hardmans"), as landlord (the "Lease");

WHEREAS, Tenant is the successor in interest under the Lease to SLCCTC;

WHEREAS, Hardman Trustee is the fee owner of Landlord's Property (defined below) pursuant to that certain Quit-Claim Deed dated September 29, 2017 and recorded on October 2,

2017 in Book 10604, Page 8434 as Document Number 12628314 with the Salt Lake County, Utah Recorder;

WHEREAS, Norman F. Hardman died on March 28, 2018, and Carol E. Hardman died on January 18, 2019;

WHEREAS, the terms of the Hardman Family Trust dated the 30th day of August, 2017 provide that upon the death of the Hardmans, Landlord's Property shall be given and transferred to NCH and MRH as tenants in common, such transfer has not occurred as of the date of this Memorandum, and therefore NCH and MRH join Hardman Trustee in the execution of this Memorandum as Landlord;

WHEREAS, the parties have modified the terms of the Lease by that certain First Amendment to Site 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 with the Salt Lake County, Utah Recorder; and

WHEREAS, the Amended Lease pertains to certain real property leased to Tenant together with access and utility easements granted to Tenant more particularly described on **Exhibit "A"** attached hereto and incorporated by this reference (the "Leased Premises"), located on a portion of Landlord's property that is more particularly described on **Exhibit "B"** 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 term of the Amended Lease commenced on September 1, 1991, and the current renewal term of the Amended Lease will expire on September 30, 2021, with six (6) renewal terms of five (5) years each thereafter. The term of the Amended Lease, including all renewal terms, if exercised, will expire on September 30, 2051.
5. The Amended Lease pertains to 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 for five (5) years after termination of the Amended Lease, upon the terms and conditions more particularly set forth in the First Amendment to Site Lease Agreement.
7. 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.
8. This Memorandum may be executed in counterparts, each of which shall constitute an original instrument.

[Remainder of page intentionally left blank; signatures begin on the following page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first written above.

LANDLORD:

Norman Craig Hardman
NORMAN CRAIG HARDMAN, SUCCESSOR
TRUSTEE OF THE HARDMAN FAMILY
TRUST DATED THE 30TH DAY OF AUGUST,
2017

Date: 12-10-2020

ACKNOWLEDGEMENT

STATE OF UTAH)
) SS
COUNTY OF Salt Lake)

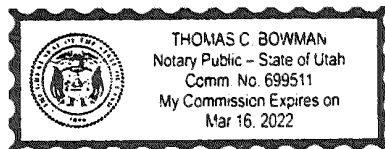
On this, the 10th day of December, 2020, before me, the undersigned Notary Public, personally appeared Norman Craig Hardman, Successor Trustee of the Hardman Family Trust dated the 30th day of August, 2017, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Memorandum of First Amendment to Site Lease Agreement, and acknowledged that he, being authorized to do so, executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Thomas C. Bowman Notary Public

Notary Public, State of UTAH, County of Salt Lake
Acting in the County of Salt Lake
My Commission Expires: March 16, 2022

[SEAL]



Norman Craig Hardman
NORMAN CRAIG HARDMAN, individually

Date: 12-10-2020

ACKNOWLEDGEMENT

STATE OF UTAH)
) SS
COUNTY OF Salt Lake)

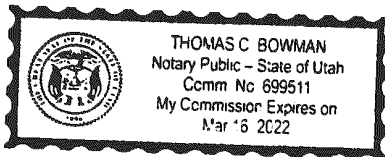
On this, the 10th day of December, 2020, before me, the undersigned Notary Public, personally appeared Norman Craig Hardman, individually, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Memorandum of First Amendment to Site Lease Agreement, and acknowledged that he, being authorized to do so, executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Thomas C Bowman Notary Public

Notary Public, State of UTAH, County of Salt Lake
Acting in the County of Salt Lake
My Commission Expires: March 16th 2022

[SEAL]



Mark R. Hardman
MARK R. HARDMAN, individually

Date: 12/10/2020

ACKNOWLEDGEMENT

STATE OF UTAH)
) SS
COUNTY OF Salt Lake)

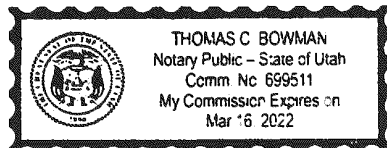
On this, the 10th day of December, 2020, before me, the undersigned Notary Public, personally appeared Mark R. Hardman, individually, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Memorandum of First Amendment to Site Lease Agreement, and acknowledged that he, being authorized to do so, executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Thomas C. Bowman Notary Public

Notary Public, State of Utah, County of Smith
Acting in the County of Salt Lake
My Commission Expires: March 16th 2022

[SEAL]



TENANT:

NCWPCS MPL 22 – YEAR SITES TOWER HOLDINGS LLC,
a Delaware limited liability company

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

By: [Signature]
Name: Helen V. Smith
Title: Director
Date: 12/31/2020

ACKNOWLEDGEMENT

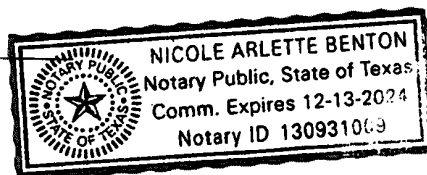
STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

On this, the 31 day of December, 2020, before me, the undersigned Notary Public, personally appeared Helen V. Smith, who acknowledged him/herself to be the Director of CCATT LLC, a Delaware limited liability company, the Attorney-in-Fact for NCWPCS MPL 22 – 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 Site Lease Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]

Notary Public, State of Texas, County of Harris
My Commission Expires: _____



[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF LEASED PREMISES

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA, SALT LAKE COUNTY, UTAH, ALSO BEING A PORTION OF LOT 116, OF NORTH MEADOWS AMD. AND EXT SUBDIVISION ON FILE IN THE SALT LAKE COUNTY RECORDER'S OFFICE AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28; THENCE NORTH 89°55'36" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, 933.76 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°00'45" WEST, 425.58 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°44'06" EAST, 61.90 FEET TO A POINT ON THE EASTERLY LINE OF THE PARENT PARCEL; THENCE SOUTH 00°04'29" EAST, ALONG SAID EASTERLY LINE, 66.00 FEET; THENCE DEPARTING SAID EASTERLY LINE NORTH 88°44'06" WEST, 62.00 FEET; THENCE NORTH 00°00'45" EAST, 65.99 FEET TO THE POINT OF BEGINNING.

TOWER LEASE AREA CONTAINS 4087 SQUARE FEET OR 0.094 ACRES MORE OR LESS.

Together with a non-exclusive access and utility easement described as follows:

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA, SALT LAKE COUNTY, UTAH, ALSO BEING A PORTION OF LOT 116, OF NORTH MEADOWS AMD. AND EXT SUBDIVISION ON FILE IN THE SALT LAKE COUNTY RECORDER'S OFFICE AND BEING THE CENTERLINE OF A 14 FOOT WIDE ACCESS AND UTILITY EASEMENT BEING 7 FEET EITHER SIDE OF THE FOLLOWING DESCRIPTION:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 28; THENCE NORTH 89°55'36" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, 933.76 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°00'45" WEST, 491.58 FEET; THENCE SOUTH 88°44'06" EAST, 9.57 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44°14'48" WEST, 56.14 FEET; THENCE SOUTH 00°00'45" EAST, 107.68 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF 2820 SOUTH STREET, SAID POINT BEING THE POINT OF TERMINATION.

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE NORTHERLY LINE OF 2820 SOUTH STREET AND THE SOUTHERLY LINE OF THE TOWER LEASE AREA.

A-1

Site: MAGNA
BUN: 845615 / FA: 10088335
101460.003235 4850-8391-6426.6

BK 11136 PG 4497

14' ACCESS AND UTILITY EASEMENT CONTAINS 2293 SQUARE FEET OR 0.053 ACRES MORE OR LESS.

Part of Tax Parcel Identification Number: 14-28-209-040-0000

Common Address: 7462 West 2820 South, Magna, Utah 84044

EXHIBIT "B"

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

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

LOT 116 NORTH MEADOWS AMD & EXT SUB.

AND TO INCLUDE:

BEG SW COR OF LOT 116, NORTH MEADOWS SUB; N 85-33'58" W 9.51 FT; N 138.96 FT; E 9.46 FT; S 139.69 FT TO BEG. 0.03 AC M OR L.

Tax Parcel Identification Numbers: 14-28-209-040-0000 and 14-28-209-021-0000

Common Address: 7462 West 2820 South, Magna, Utah 84044

B-1

Site: MAGNA
BUN: 845615 / FA: 10088335
101460.003235 4850-8391-6426.6

BK 11136 PG 4499