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3/9/2016 3:14:00 PM \$29.00
Book - 10409 Pg - 8833-8840
Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 8 P.

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Crown Castle AS LLC
Attn: Legal Department
1220 Augusta Drive, Suite 500
Houston, TX 77057

PREPARED BY:

Christian A. Farnakis, Esquire
Babst Calland
Two Gateway Center, 6th Floor
Pittsburgh, PA 15222

MNT - 48234

28-17-182-034-2000

28-17-182-034-6001

28-17-182-032

**MEMORANDUM OF ROOFTOP LEASE
AND ASSIGNMENT AGREEMENT**

BE IT KNOWN, that Hilltop United Methodist Church, a Utah non-profit corporation, with a mailing address of 985 East 10600 South, Sandy, UT 84094 ("**Owner**") and Crown Castle AS LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564 ("**Crown**") have entered into a Rooftop Lease and Assignment Agreement (the "**Agreement**") covering the area as depicted on the site sketch attached hereto as Exhibit B (the "**Leased Premises**") and certain interests of Owner in and to those certain lease agreement described on Exhibit C attached hereto (the "**Existing Lease**"). The Leased Premises is out of and a part of the property described in Exhibit A attached hereto. Any capitalized terms not defined herein shall have those meanings as set forth in the Agreement.

The Agreement provides, in part, that in consideration of the amounts stated in the Agreement, and other good and valuable consideration, Crown shall have the right to use the Leased Premises for installation, maintenance and operation of facilities to be used as a wireless telecommunications transmission site, subject to the terms, covenants and conditions contained therein.

The Agreement is dated as ~~of the 5 day of March 2016~~ and made effective as of March 9, 2016 (the "**Effective Date**"), and provides for a Lease Term of fifty (50) years commencing on the Effective Date.

The Agreement further provides for the assignment by Owner to Crown of Owner's interests in and to the Existing Lease for the Lease Term, subject to the terms, covenants and conditions contained therein.

This Memorandum shall be and is intended to be notice to the public of the existence of the Agreement and to establish that fully executed copies of the Agreement are on file in the offices of both Owner and Crown. In the event of any conflict between recitations contained in this Memorandum and those contained in the Agreement, the provisions of the Agreement shall control.

Site Name: 985 E. 10600 S.
BU #: 822076
{B2441703.1}

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the date first set forth above.

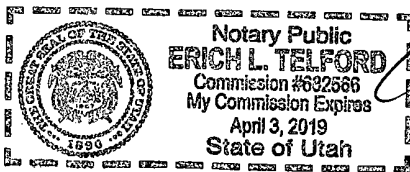
HILLTOP UNITED METHODIST CHURCH,
a Utah non-profit corporation

By: C.D. Shaw Robert A. Beckett
Print Name: C.D. SHAW ROBERT A. BECKETT
Print Title: PASTOR CHAIR BOARD OF TRUSTEES

ACKNOWLEDGMENT

STATE OF Utah)
)
COUNTY OF Salt Lake)


On the 7th day of March in the year 2016, before me, the undersigned, personally appeared C. Dennis Shaw, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person on behalf of which the individual acted, executed the instrument and that such individual made such appearance before the undersigned in the City of Salt Lake, County of Salt Lake, State of Utah.



[Signature]
Notary Public

STATE of Utah, County of Salt Lake) ss:

On this date, 7th day of March, 2016 personally appeared before me Robert E. Brace who being by me duly sworn did say, that he is the Board of Trustees Chair of Hilltop United Methodist Church the corporation that executed the above and foregoing instrument and that said instrument was signed on behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said Robert E. Brace acknowledged to me that said corporation executed the same.


Notary Public

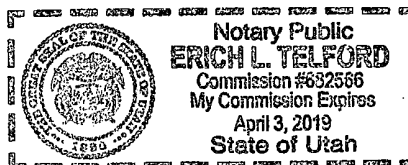


EXHIBIT A - MEMORANDUM OF ROOFTOP LEASE AND ASSIGNMENT AGREEMENT

"PROPERTY"

Parcel A:

Commencing at the Southeast Corner of the Northwest Quarter of Section 17, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence West 224 feet, more or less, to the adjoining property line; thence North 32 rods, more or less along said property line to the Northeast Corner of said adjoining property; thence East 224 feet, more or less, to the Quarter Section line; thence South along Quarter Section line 32 rods, more or less, to the beginning.

Less and Excepting therefrom:

Commencing at the Southeast corner of the Northwest Quarter of Section 17, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence West 224.00 feet; thence North 40 feet; thence East 224.00 feet; thence South 40 feet to the point of beginning.

Parcel B:

Commencing 264 feet North and 224 feet West from the Southeast Corner of the Northwest Quarter of Section 17, Township 3 South, Range 1 East, Salt Lake Base and Meridian; running thence West 82.5 feet thence North 324 feet, more or less, to the South line of 10515 South Street; thence along the South line of said street on a curve Easterly 82.5 feet, more or less, to a point which is 324 feet, more or less, North of the point of beginning; thence South 324 feet, more or less, to the point of beginning.

Parcel C:

Commencing 528 feet North from the Southeast corner of the Northwest Quarter of Section 17, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence West 224 feet; thence North 50 feet, more or less; thence West 82.5 feet; thence South 50 feet, more or less, thence West 50 feet; thence North 61.31 feet thence Southeasterly along a curve to the left 50.8 feet; thence Easterly 111.14 feet; thence Southeasterly along a curve to the right 141.29 feet; thence Southeasterly along a curve to the left 55.86 feet; thence South 0°24'07" West 28.87 feet to the beginning.

Parcel D:

Commencing 224 feet West of the Southeast Corner of the Northwest Quarter of Section 17, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence West 5 rods; thence North 32 rods, thence East 5 rods, thence South 32 rods to the place of beginning.

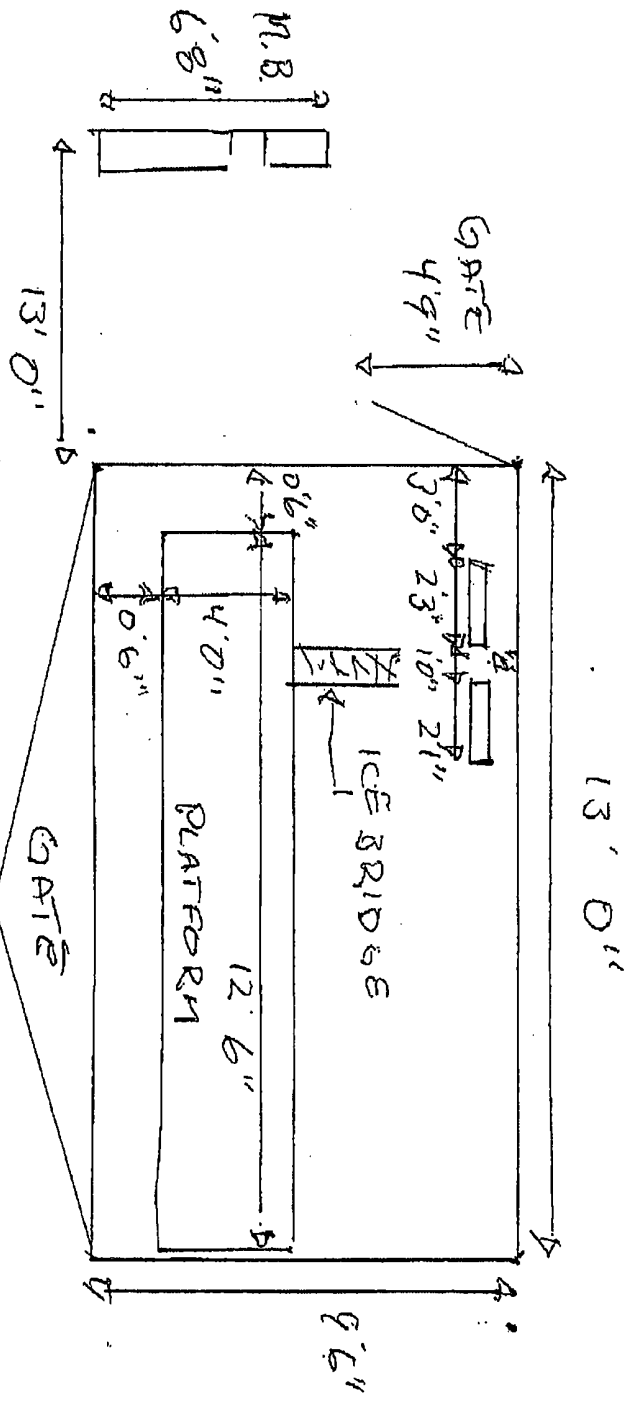
Less and Excepting therefrom:

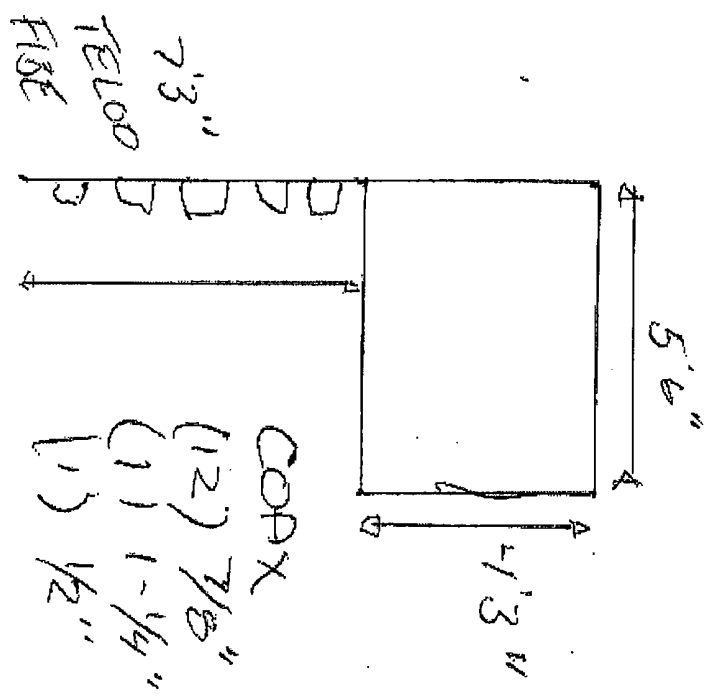
Commencing at a point 264 feet North and 224 feet West from the Southeast Corner of the Northwest Quarter of Section 17, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence West 5 rods; thence North 264 feet; thence East 5 rods; thence South 264 feet to the point of beginning.

EXHIBIT B - MEMORANDUM OF ROOFTOP LEASE AND ASSIGNMENT AGREEMENT
 "LEASED PREMISES"

CRICKET

(b) 7/8" CARV





FRIDGE
1'1"
5'0" X 3'6"
SPACE

COPPER
(12) 7/8"
(11) 1-1/4"
(1) 1/2"

7'3"
TELEVISION
FRIDGE

EXHIBIT C – MEMORANDUM OF ROOFTOP LEASE AND ASSIGNMENT AGREEMENT

“EXISTING LEASES”

1. That certain Site Lease With Option between Western PCS II Corporation and Owner dated October 30, 1996, a copy of which was recorded on December 14, 1999 in the official public records of Salt Lake County, Utah at Entry No. 7533456, Book 8329, Page 5475, as such agreement may have been further amended or assigned.

Site Name: 985 E. 10600 S.
BU #: 822076
(B2441703.1)