

THIS DOCUMENT PREPARED BY:

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(248) 203-0700

13212483  
03/09/2020 02:16 PM \$40.00  
Book - 10907 Pg - 4234-4241  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
COVIUS MORTGAGE SOLUTIONS  
12410 E MIRA BEAU PKWY  
SUITE 100  
SPOKANE VALLEY WA 99216  
BY: SSP, DEPUTY - MA 8 P.

AFTER RECORDING RETURN TO:

Recording Request by and  
After Recording Return to:  
UPF Washington Inc  
12410 E Mirabeau Pkwy #100  
Spokane Valley, WA 99216  
REF # 680243

**MEMORANDUM OF SECOND AMENDMENT TO SITE LEASE AGREEMENT**

This Memorandum of Second Amendment to Site Lease Agreement (this "Memorandum") is made this 30 day of December, 2019, by and between **RICHARD H. WINTER AND NANCY M. WINTER, TRUSTEES OF THE RICHARD H. AND NANCY M. WINTER FAMILY TRUST DATED FEBRUARY 5, 2009** (together, "Landlord"), having a mailing address of P.O. Box 901657, Sandy, Utah 84090, and **NCWPCS MPL 26 – 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. 10088361, 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 Attn: Legal Dept., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

**RECITALS**

**WHEREAS**, Landlord and Tenant are the current parties under that certain Site Lease Agreement dated as of December 15, 1995, with a commencement date of January 2, 1996, originally by and between Salt Lake City Cellular Telephone Company, a general partnership ("SLCCTC"), as tenant, and H&K Holding Company, as landlord (the "Lease");

**WHEREAS**, the Lease was amended by that certain First Amendment to Site Lease Agreement dated as of February 5, 1997, a memorandum of which was recorded on February 19, 1997 in Book 7601, Page 1393 as Document Number 6575512 with the Salt Lake County Recorder;

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

**WHEREAS**, Landlord is the successor in title to Landlord's Property pursuant to that certain Quit Claim Deed dated June 7, 2019 and recorded on June 12, 2019 in Book 10791, Page 1512 as Document Number 13007944 with the Salt Lake County Recorder;

**WHEREAS**, the parties have modified the terms of the Lease by that certain Second Amendment to Site Lease Agreement dated the same date as this Memorandum (the "Second Amendment"), 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 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 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 are 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 commenced on January 2, 1996 and continued through and including January 31, 2001, with eleven (11) renewal terms of five (5) years each. The term of the Amended Lease, including all renewal terms, if exercised, will expire on January 31, 2056.
5. The Amended Lease pertains to that certain real property described on Exhibit "A" attached hereto.
6. The Amended Lease provides Tenant with an irrevocable option to lease up to a maximum of two hundred (200) square feet of rooftop space on Landlord's Property within the area more particularly described on Exhibit "C" attached hereto (the "Additional Lease Area"), upon the terms and conditions more particularly set forth in the Second Amendment.
7. The Amended Lease provides Tenant with a right of first refusal with respect to the Leased Premises and the Additional Lease Area, upon the terms and conditions more particularly set forth in the Second Amendment.
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.

[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:

Richard H. Winter  
RICHARD H. WINTER, TRUSTEE OF THE  
RICHARD H. AND NANCY M. WINTER  
FAMILY TRUST DATED FEBRUARY 5, 2009

Date: 12-19-2019

Nancy M. Winter  
NANCY M. WINTER, TRUSTEE OF THE  
RICHARD H. AND NANCY M. WINTER  
FAMILY TRUST DATED FEBRUARY 5, 2009

Date: 19 Dec 2019

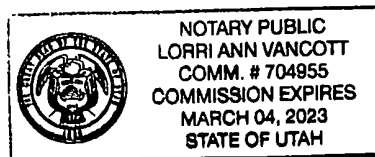
ACKNOWLEDGEMENT

STATE OF Utah )  
COUNTY OF Salt Lake ) SS

On this, the 19 day of December, 2019, before me, the undersigned Notary Public, personally appeared Richard H. Winter and Nancy M. Winter, Trustees of the Richard H. and Nancy M. Winter Family Trust dated February 5, 2009, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within Memorandum of Second Amendment to Site Lease Agreement, and acknowledged that they executed the same for the purposes therein contained.

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

Lorri Ann Vancott  
Notary Public, State of Utah, County of Salt Lake  
Acting in the County of Salt Lake  
My Commission Expires: 3-4-23



[SEAL REQUIRED]

**TENANT:**

**NCWPCS MPL 26 – YEAR SITES TOWER HOLDINGS LLC,**  
a Delaware limited liability company

By: CCATT LLC,  
a Delaware limited liability company

Its: Attorney-in-Fact

By: \_\_\_\_\_  
*Matthew Norwood*

Name: Matthew Norwood  
Senior Transaction Manager

Title: \_\_\_\_\_

Date: 12/30/19

**ACKNOWLEDGEMENT**

STATE OF TEXAS                     )  
  ) SS  
COUNTY OF HARRIS                )

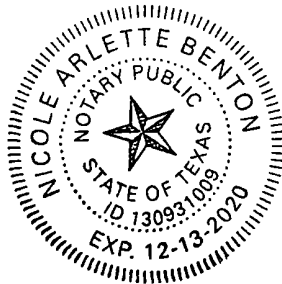
On this, the 30 day of December, 2019, before me, the undersigned Notary Public, personally appeared Matthew Norwood, who acknowledged him/herself to be the Senior Transaction Manager of CCATT LLC, a Delaware limited liability company, the Attorney-in-Fact for NCWPCS MPL 26 – Year Sites Tower Holdings LLC, a Delaware limited liability company, and that he/she, being authorized to do so, executed the foregoing Memorandum of Second Amendment to Site Lease Agreement for the purposes therein contained.

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

\_\_\_\_\_  
*Nicole Arlette Benton*

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

[SEAL REQUIRED]



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF LEASED PREMISES**

BEING A PORTION OF SECTION 06, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, ALSO BEING A PORTION OF LOT 1, BLOCK 21, PLAT "A", SALT LAKE CITY SURVEY, SALT LAKE CITY, SALT LAKE COUNTY, UTAH, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°57'32" EAST, ALONG THE NORTHERLY LINE OF 700 SOUTH STREET, COINCIDENT WITH THE SOUTHERLY LINE OF SAID LOT 1, 148.50 FEET; THENCE DEPARTING SAID NORTHERLY LINE NORTH 00°02'00" WEST, 102.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°02'00" WEST, 38.60 FEET; THENCE NORTH 89°57'32" EAST, 20.00 FEET; THENCE SOUTH 00°02'00" EAST, 38.60 FEET; THENCE SOUTH 89°57'32" WEST, 20.00 FEET TO THE POINT OF BEGINNING. CONTAINS 772 SQUARE FEET OR 0.018 ACRES MORE OR LESS.

Together with a non-exclusive easement for access and utilities, described as follows:

BEING A PORTION OF SECTION 06, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, ALSO BEING A PORTION OF LOT 1, BLOCK 21, PLAT "A", SALT LAKE CITY SURVEY, SALT LAKE CITY, SALT LAKE COUNTY, UTAH, AND BEING THE CENTERLINE OF A NON-EXCLUSIVE 25 FOOT WIDE ACCESS AND UTILITY EASEMENT BEING 12.5 FEET EITHER SIDE OF THE FOLLOWING DESCRIPTION:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°57'32" EAST, ALONG THE NORTHERLY LINE OF 700 SOUTH STREET, COINCIDENT WITH THE SOUTHERLY LINE OF SAID LOT 1, 168.50 FEET; THENCE DEPARTING SAID NORTHERLY LINE NORTH 00°02'00" WEST, 116.77 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°58'00" EAST, 34.25 FEET TO A POINT ON THE WESTERLY LINE OF A DEED SHOWN IN BOOK 11-B, PAGE 351, SAID POINT BEING THE POINT OF TERMINATION.

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE WESTERLY LINE OF THE ABOVE MENTIONED DEED AND THE EASTERLY LINE OF THE TOWER LEASE AREA. CONTAINS 856 SQUARE FEET OR 0.020 ACRES MORE OR LESS.

Part of Tax Parcel Identification Number: 16-07-101-011-0000

Common Address: 61-65 E 700 S, Salt Lake City, Utah 84111

A-1

Site: DOWNTOWN SLC  
BUN: 845624 / FA: 10088361  
101460.003263 4826-5925-9547.2

BK 10907 PG 4239

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF LANDLORD'S PROPERTY**

Land situated in Salt Lake County, State of Utah, described as follows:

Beginning 9 rods East of the Southwest corner of Lot 1, Block 21, Plat "A", Salt Lake City Survey, thence East 54 1/4 feet, thence North 145 feet, thence West 10 feet, thence North 20 feet, thence West 44 1/4 feet, thence South 10 rods to the point of beginning.

Tax Parcel Identification Number: 16-07-101-011-0000

Common Address: 61-65 E 700 S, Salt Lake City, Utah 84111

B-1

Site: DOWNTOWN SLC  
BUN: 845624 / FA: 10088361  
101460.003263 4826-5925-9547.2

**BK 10907 PG 4240**

**EXHIBIT "C"**

**LEGAL DESCRIPTION OF ADDITIONAL LEASE AREA**

BEING A PORTION OF SECTION 06, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, ALSO BEING A PORTION OF LOT 1, BLOCK 21, PLAT "A", SALT LAKE CITY SURVEY, SALT LAKE CITY, SALT LAKE COUNTY, UTAH, SITUATED ON THE ROOFTOP OF A ONE (1) STORY BUILDING AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 89°57'32" EAST, ALONG THE NORTHERLY LINE OF 700 SOUTH STREET, COINCIDENT WITH THE SOUTHERLY LINE OF SAID LOT 1, 148.50 FEET; THENCE DEPARTING SAID NORTHERLY LINE NORTH 00°02'00" WEST, 141.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°02'00" WEST, 10.00 FEET; THENCE NORTH 89°57'32" EAST, 20.00 FEET; THENCE SOUTH 00°02'00" EAST, 10.00 FEET; THENCE SOUTH 89°57'32" WEST, 20.00 FEET TO THE POINT OF BEGINNING. CONTAINS 200 SQUARE FEET OR 0.005 ACRES MORE OR LESS.

Part of Tax Parcel Identification Number: 16-07-101-011-0000

Common Address: 61-65 E 700 S, Salt Lake City, Utah 84111

C-1

Site: DOWNTOWN SLC  
BUN: 845624 / FA: 10088361  
101460.003263 4826-5925-9547.2

BK 10907 PG 4241