

ORIGINAL

When recorded return to:
U S WEST NewVector Group, Inc.
Real Estate and Zoning
3350 161st Avenue SE
P.O.Box 7329
Bellevue, Washington 98008-1329

SAL F,M

2750

LEASE AGREEMENT

Attn: Anne E. Drebin

4815630
25 AUGUST 89 04:24 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: REBECCA GRAY, DEPUTY

4815630

This Agreement, made June 26, 1989, 1989, between
Sandy City, 440 East 8680 South, Sandy, Utah 84070, hereinafter
designated LESSOR, and U S WEST NewVector Group, Inc., 3350 161st
Avenue Southeast, P. O. Box 7329, Bellevue, Washington 98008-1329,
hereinafter called TENANT.

RECITALS

1. LESSOR is the owner of certain real property located in Salt Lake County, State of Utah and,
2. TENANT desires to lease a portion of said real property, the leased portion of which shall be hereinafter referred to as "Property", including easements for ingress, egress and utilities thereto, containing approximately 1,800 square feet, described on Exhibit "A", and its subparts, attached hereto and incorporated herein by this reference.

FIRST AMERICAN TITLE
No. 862272

SALEM
05/04/89

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LEASE AGREEMENT

1. LESSOR hereby leases to TENANT that certain parcel of property (hereinafter "Property") containing approximately 1,800 square feet situated at Flat Iron Mesa Park, City of Sandy, County of Salt Lake, State of Utah, together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits, and pipes over, under, or along a ten (10) foot wide easement extending from the nearest public right-of-way 8600 South to the demised premises. LESSOR agrees, without delay, to execute any such easement documents as may be required by any and all utility companies in connection with TENANT's use of said Property. Said Property, easement for ingress, egress and utilities are described herein in Exhibit "A", and its subparts, attached hereto and made a part hereof by this reference.

2. LESSOR also hereby grants to TENANT the right to obtain metes and bounds legal description and/or a survey of said Property, and said metes and bounds legal description and/or survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A", and its subparts. Cost of such work shall be paid by TENANT.

3. This Agreement shall be for a term of twenty-five (25) years, commencing on the date the agreement is executed by TENANT and LESSOR at a one time rental payment of Twenty Five Thousand dollars (\$25,000.00), payable to Sandy City immediately upon TENANT's execution of this Agreement.

4. At the end of the twenty-fifth (25th) year of the term, this Agreement shall terminate. The lease may be renewed for additional terms thereafter. At the time of each renewal, the parties may renegotiate the terms hereof including additional payment for said additional term.

5. TENANT shall use the Property for the purpose of constructing, maintaining, and operating a Mobile Communications Facility and uses incidental thereto, consisting of one (1) building of approximately 132 square feet and one (1) monopole antenna structure of approximately 130 feet in height, including cellular antennas, link antennas and all necessary connecting waveguide and appurtenances. A security fence consisting of chain link construction or similar, but comparable, construction may be placed around the perimeter of the Property (not including the access easement). All improvements shall be at the TENANT'S expense. TENANT shall maintain the Property in reasonable condition, including maintaining it free of unsightly or combustible materials or growth, weeds, rubbish or junk. If the TENANT fails to do so, the LESSOR shall give Notice to the TENANT of said failure and two (2) weeks within which to remedy the condition of the Property. Upon failure of the TENANT to do so after the two (2) week period, LESSOR may

declare a breach of the terms hereof and take any remedies legally available to it including undertaking the cleaning of the Property and TENANT shall pay to LESSOR the costs thereof. It is understood and agreed that TENANT'S ability to use the Property is contingent upon its obtaining, after the execution date of this Agreement, all the certificates, permits, and other approvals that may be required by any federal, state, or local authorities. LESSOR shall cooperate with TENANT in its efforts to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by TENANT. In the event that any of such applications should be finally rejected or any certificate, permit, license, or approval issued to TENANT is cancelled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that TENANT, in its sole discretion, will be unable to use that Property for its intended purposes, TENANT shall have the right to terminate this Agreement. Said termination right shall also apply in the event that TENANT is otherwise, within its sole discretion, precluded from using the Property for its intended purpose. Notice of the TENANT'S exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the LESSOR as evidenced by the return receipt. All rentals previously paid for the lease of the Property shall be retained by LESSOR. Upon such termination, this Agreement shall become null and void and all the parties shall have no additional obligations not provided for herein, including the payment of money, to each other. If the

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property or any part thereof shall be abandoned or vacated other than as provided herein, for a consecutive period of thirty (30) days, the LESSOR may, at its option, terminate this lease and LESSOR or LESSOR's agents and servants may immediately or at any time thereafter re-enter the Property and pursue its rights under the law.

6. LESSOR desires to place two (2) VHF antennas and two (2) microwave antennas on TENANT's tower, as depicted on Exhibit "C" attached hereto, and related transmission equipment in TENANT's building. LESSOR may add additional equipment thereafter subject to TENANT's prior written approval, such approvals not to be unreasonably withheld. TENANT shall determine the best location, method of installation and technical and structural acceptability of LESSOR's planned addition. LESSOR shall, at LESSOR's sole cost, be responsible for providing TENANT structural analysis which may be required prior to the installation of any of LESSOR's additional equipment (after the installation of the two (2) VHF antennas and two (2) microwave antennas referred above). TENANT will provide a partitioned section of the building of seventy-two (72) square feet as depicted on Exhibit "C" attached hereto, with a separate outside entrance for the LESSOR's transmission equipment. Each party will provide the other with a key to the other's space in the building for use in emergency situations only or as otherwise provided for herein and upon prior notification. All building improvements will be made at TENANT's sole expense. *If it becomes necessary for LESSOR, LESSOR may install additional equipment in TENANT's portion of the building or at the base of the tower, subject to LESSOR's prior written approval, such approvals not to be unreasonably withheld.*

7. TENANT shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage

[Signature]
INITIAL

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resulting from or arising out of the use and occupancy of the Property by the TENANT, its servants or agents. TENANT agrees to maintain public liability insurance for the property and shall furnish to LESSOR the policy of insurance or a certificate in a form acceptable to the LESSOR indicating that an insurance policy is in full force and effect at all times under the lease, that LESSOR has been named as an additional insured and that the policy may not be cancelled unless thirty (30) days prior written notice of the proposed cancellation has been given to LESSOR. TENANT must replace any cancelled, expired or lapsed policy with another policy which complies with the terms hereof prior to the cancellation, expiration or lapse date.

8. TENANT may not place any signs on the property other than notification of ownership and/or warning signs provided that LESSOR must first approve the size and style of said signs in accordance with the requirements of applicable city ordinances. Such approval will not be unreasonably withheld.

9. TENANT shall allow LESSOR or its agents access at all reasonable times to inspect the Property, provided LESSOR has given TENANT prior notice, and LESSOR is escorted by TENANT's representative (unless it is an emergency situation).

10. TENANT shall secure the property to protect it from public access and shall take appropriate measures to mitigate any attractive nuisance thereon.

11. TENANT will not permit said leased premises to be used for any purpose which would render the insurance thereon void or cause

cancellation thereof or the insurance risk more hazardous or increase the insurance premium in effect at the time of the terms of this Lease. TENANT will not keep, use or sell, or allow to be kept, used or sold in or about the leased premises any article or materials which are prohibited by the law or standard fire insurance policies of the kind customarily in force with respect to the premises of the same general type as those covered by this Lease.

12. TENANT will not commit any waste or damage on the leased premises or on the LESSOR'S property adjacent thereto nor shall it use or permit the use of the premises or the LESSOR'S property thereto in violation of any municipal ordinance or regulation applicable thereto.

13. TENANT will be responsible for the installation and payment for all utilities required by TENANT'S use of the Property. LESSOR will be responsible for the installation of its utility facilities inside the building and payment of all utility usage charges incurred by LESSOR'S use of the Property. TENANT shall pay any real estate taxes levied against Property and the improvements constructed thereon by TENANT.

14. TENANT, upon termination of this Agreement, shall, within a reasonable period, remove its personal property and fixtures and restore the Property to its original condition, reasonable wear and tear excepted. At LESSOR'S option when this Agreement is terminated, and upon LESSOR'S advance written notice to TENANT, TENANT will leave the foundation, building, tower, security fence and LESSOR'S equipment to become the property of LESSOR. LESSOR shall not be

liable for any harm, damage or loss caused by the termination. All rent previously paid for the lease of the Property shall be retained by the LESSOR upon termination of the lease.

15. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of the Property (the Property to include only the parcel leased hereunder) to a purchaser other than TENANT, such sale shall be under and subject to this Agreement and TENANT'S right hereunder, and any sale by the LESSOR of the portion of the LESSOR'S property underlying any and all easements for ingress, egress and utilities herein granted shall be under and subject to the right of the TENANT in and to such easements.

16. LESSOR covenants that TENANT, on paying the rent and performing the covenants by it herein made, shall and may peacefully and quietly have, hold, and enjoy the leased Property.

17. LESSOR covenants that LESSOR is seized of good and sufficient title and interest in the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that it knows of no other liens, judgments, or impediments of title on the Property.

18. It is hereby mutually agreed and understood that this Agreement contains all agreements, promises, and understandings between the LESSOR and TENANT and that no verbal or oral agreements, promises, or understandings shall or will be binding upon either the LESSOR or TENANT in any dispute, controversy, or proceeding at law, and any addition, variation, or modification to this Agreement shall be void and ineffective unless in writing and signed by the parties hereto.

19. This Lease Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Utah.

20. This Agreement may not be sold, assigned, or transferred at any time by TENANT except to TENANT'S affiliates or subsidiaries. As to other parties, this Agreement may not be sold, assigned, or transferred without the written consent of the LESSOR, such consent not to be unreasonably withheld.

21. In the event that either party hereto shall institute suit to enforce any rights hereunder, the prevailing party shall be entitled to recover court costs. Upon appeal, the prevailing party shall be entitled to recovery of court costs incurred as a result of such appeal.

22. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

TENANT: U S WEST NewVector Group, Inc.
3350 161st Avenue Southeast
P. O. Box 7329
Bellevue, Washington 98008-1329
Attn: Real Estate Department

LESSOR: Sandy City
440 East 8680 South
Sandy, Utah 84070

23. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

24. At LESSOR'S option, this Agreement shall be subordinate to any mortgage by LESSOR which, from time to time, may encumber all or part of the Property and any or all easements thereto, provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR'S interest and also TENANT'S right to remain in occupancy of and have access to the Property as long as TENANT is not in default of this Agreement. TENANT shall execute whatever instruments may reasonably be required to evidence this subordination clause. If the Property is presently encumbered by one or more mortgages, LESSOR will provide TENANT with a Non-Disturbance Agreement in recordable form for each such mortgage.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

Attest
Shirley B. Khan
City Clerk

LESSOR:

Sandy City

By: *[Signature]*

Its: Mayor

TENANT:

U S WEST NewVector Group, Inc.

By: *Steven E. Quigley*

Its: Vice President

STATE OF

COUNTY OF

SS.

On this 26th day of June, 1989, before me the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared J. STEVEN NEWTON, to me known to be the MAYOR of SANDY CITY, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Shirley A. Behan
NOTARY PUBLIC in and for the
State of Utah,
residing at Sandy.
My Commission Expires 6-10-91.

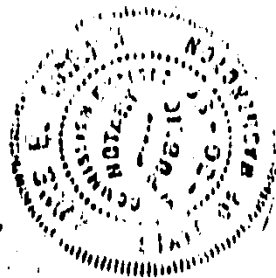
STATE OF WASHINGTON

COUNTY OF KING

SS.

On this 25th day of May, 1989, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Steven A. Andrews, to me known to be the Vice President - Operations of U S WEST NewVector Group, Inc., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath, stated that he is authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Anne E. DeBell
NOTARY PUBLIC in and for the
State of Washington, residing at
Bellvue.
My commission expires 6-30-90.

SAL F,M

EXHIBIT A

A portion of the SE 1/4 of the S 1/2 of Section 33,
Township 2 South, Range 1 East, Salt Lake County, Utah
(Site Address 1765 E. 8600 South).

North →

Scale 1" = 50'

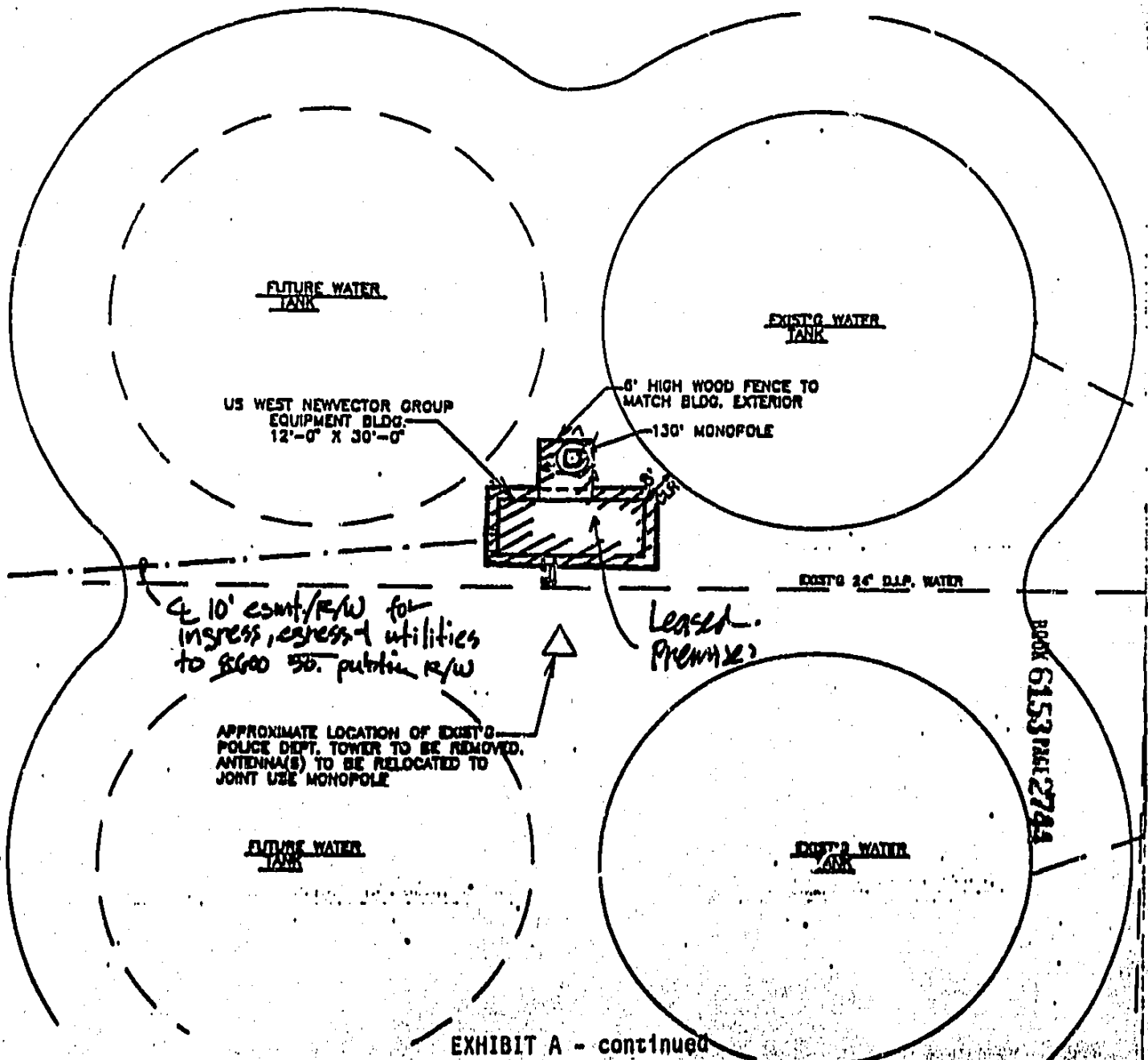


EXHIBIT A - continued

EXHIBIT A - continued

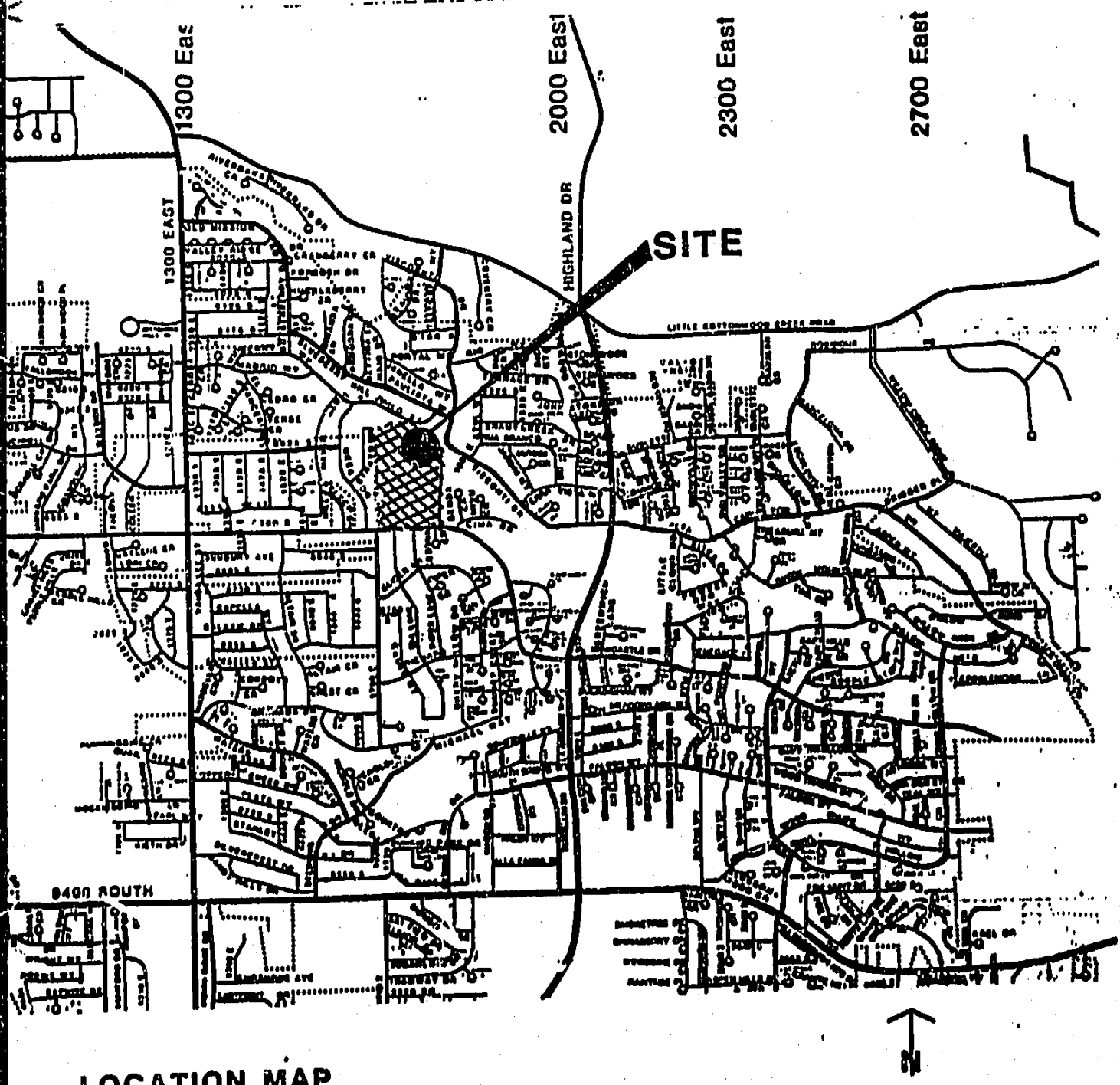
LEGAL DESCRIPTION

BEGINNING at a point which is East 842.67 feet and North 696.40 feet from the South Quarter Corner of Section 33, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North $41^{\circ} 49' 00''$ West 25.50 feet; thence North 12.00 feet; thence North $48^{\circ} 34' 35''$ East 22.67 feet; thence East 28.00 feet; thence South 46.00 feet; thence West 28.00 feet to the Point of BEGINNING.

TOGETHER WITH a right of Way described as follows:

BEGINNING at a point which is East 848.67 feet and North 563.40 feet from the South Quarter Corner of Section 33, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 138.00 feet; thence East 22.00 feet; thence South $30^{\circ} 57' 50''$ West 11.66 feet; thence South 133.95 feet to a Public Parking Lot; thence North $69^{\circ} 36' 00''$ West along the North side of said parking lot 17.07 feet to the point of BEGINNING.

* * *



LOCATION MAP

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EXHIBIT C

SANDY CITY
POLICE (V.E.C.)
DEPT. ANTENNA

147' A.G.L.

CELLULAR
ANTENNA (TYP)

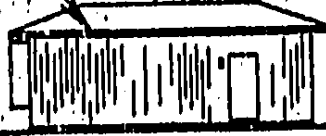
130' A.G.L.

V E C/SANDY CITY
POLICE DEPT. DIGITAL
RADIO ANTENNAS

DIGITAL RADIO
ANTENNA

EXIST'G
WATER TANK

12' x 30'
EQUIPMENT BUILDING
(EXTERIOR FINISH & ROOF
TO MATCH EXIST'G
PAVILLION STRUCTURE)



EAST ELEVATION

1" = 20.00'

FOR COPY
CALL 615.314.2747

615.314.2747