

3/23/15



**AMERICAN TOWER™**  
CORPORATION

May 29, 2015

Roosevelt City Corporation  
255 S. State Street 36-8  
Roosevelt, UT 84066

*RE: Fully Executed Documents Enclosed*

Dear Sir or Madam:

Enclosed herewith, please find one fully executed copy of the Lease Agreement for your records.

Sincerely,

Nicole Montgomery  
Paralegal, Asset Acquisitions  
American Tower Corporation  
10 Presidential Way  
Woburn, MA 01801  
781-926-4673  
781-926-4555 (fax)  
[nicole.montgomery@americantower.com](mailto:nicole.montgomery@americantower.com)

## THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Roosevelt City Corporation ("Landlord")** and **American Towers LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

### RECITALS

**WHEREAS**, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement dated July 22, 2003 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of Forty Thousand and No/100 Dollars (\$40,000.00), payable within thirty (30) days of the last to occur of the following: (a) Tenant's receipt of this Amendment executed by Landlord, on or before December 31, 2014; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in this Amendment or in the Lease, the Parties agree that the Lease originally commenced on September 23, 2003. Tenant shall have the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease, taking into account all existing renewal term(s) (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**") available under the Lease. Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than sixty (60) days prior to the expiration of the then current term and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the 60-day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the 60-day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal

Term(s).

3. **Rent and Escalation.** Commencing on September 23, 2014, the rent payable from Tenant to Landlord under the Lease is hereby increased to Eight Hundred Fifty-Five and 47/100 Dollars (\$855.47) per quarter (the "**Rent**"). Commencing on September 23, 2015, and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to three percent (3%) of the then current rent. On September 23, 2028, and in lieu of any other increases or escalations, Rent due under the Lease shall be increased to One Thousand Three Hundred Eighty-One and 80/100 Dollars (\$1,381.80) per quarter. Commencing on September 23, 2029, and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to three percent (3%) of the then current rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to: **ROOSEVELT CITY CORPORATION**
  
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the Leased Premises and any other portions of the Parent Parcel prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall obey all laws of the land, but shall not need consent and/or approval from Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant, Landlord hereby agrees promptly to execute and deliver building permits, zoning applications and other forms and documents required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees and subleases as long as they comply with all local, state and federal ordinances, laws and regulations. Landlord hereby acknowledges and agrees that Tenant shall have the right, exercisable by Tenant at any time during the term of the Lease, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon an as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate the foregoing description replacements, including, without limitation, amendments to the Lease and the Memorandum. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
  
5. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined). If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of

first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

6. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
7. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except for Landlord's attorney, accountant, broker or lender, if any, or if otherwise required by applicable law, regulation or rule of any governmental authority, Landlord shall not unlawfully disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
8. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 255 S. State Street, 36-8, Roosevelt, UT 84066; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
  
10. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
  
11. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

Roosevelt City Corporation

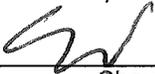
Signature: Vann D. Ryan  
Print Name: Vann D. Ryan  
Title: Mayor  
Date: 1/30/2025

[SIGNATURES CONTINUE ON NEXT PAGE]

**TENANT:**

**American Towers LLC**

a Delaware limited liability company

Signature: 

Print Name: Shawn Lanier

Title: Vice President - Legal

Date: 3-23-2015

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Parcel ID 00-0005-6626

Also known as:

*A parcel of land located in the Northeast Quarter of SECTION 16, TOWNSHIP 2 SOUTH, RANGE 1 WEST, UNITAH SPECIAL BASE & MERIDIAN, DUCHESNE COUNTY, STATE OF UTAH and and being a part of the City of Roosevelt Parcel No. 1582.*

This being the same property conveyed to the City of Roosevelt from Jack and Ida Santio in a deed, dated August 18, 1961 and recorded August 25, 1961 as Instrument no. 122786.

This also being the same property conveyed to the City of Roosevelt from Jack and Ida Santio in a deed, dated November 2, 1951 and recorded January 2, 1952 as Instrument no. 92487.

This also being the same property conveyed to the City of Roosevelt from Merv Betts and Velma Betts in a deed, dated December 16, 1968 and recorded December 19, 1968 as Instrument no. 148121.

**LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

**A TRACT OF LAND LYING IN AND BEING A PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION SIXTEEN (16), TOWNSHIP TWO (2) SOUTH, RANGE ONE (1) WEST, UNITAH SPECIAL BASE AND MERIDIAN, DUCHESNE COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4); THENCE N00°05'49" E ON THE EAST LINE OF SAID NE/4, A DISTANCE OF 930.21 FEET TO A POINT; THENCE N 90°00'00" W, A DISTANCE OF 2081.54 FEET TO A POINT FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE N 89°46'20" W, A DISTANCE OF 50.32 FEET TO A POINT FOR THE SOUTHWEST CORNER; THENCE N 17°33'00" E, A DISTANCE OF 33.94 FEET TO A POINT FOR THE NORTHWEST CORNER; THENCE S 89°09'43" E, A DISTANCE OF 40.00 FEET TO A POINT FOR THE NORTHEAST CORNER; THENCE S 00°50'46" W, A DISTANCE OF 31.97 FEET TO THE POINT OF BEGINNING, CONTAINING 1,463 SQUARE FEET OR 0.034 ACRES, MORE OR LESS.**

EXHIBIT A (continued)

**ACCESS AND UTILITIES**

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

**Utility Easement:**

*A 10 FOOT WIDE EASEMENT FOR UTILITY PURPOSES CROSSING A PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION SIXTEEN (16), TOWNSHIP TWO (2) SOUTH, RANGE ONE (1) WEST OF THE UTAH SPECIAL BASE AND MERIDIAN, SAID EASEMENT BEING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.*

*COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED 0.033 ACRE AS SURVEYED TRACT OF LAND; THENCE S 89°46'20" E ON THE SOUTH LINE OF SAID AS SURVEYED TRACT, A DISTANCE OF 9.40 FEET TO THE POINT OF BEGINNING; THENCE S 24°43'51" W, A DISTANCE OF 45.28 FEET TO THE POINT OF TERMINATION AT AN EXISTING POWER POLE.*

*SIDELINES FOR SAID EASEMENT ARE TO BE EXTENDED OR SHORTENED SUCH AS TO BEGIN ON THE SOUTH LINE OF THE ABOVE DESCRIBED 0.033 ACRE AS SURVEYED TRACT, AND TERMINATE AT AN EXISTING POWER POLE*

EXHIBIT A (continued)

Access Easement:

A 12 foot wide easement for ingress and egress purposes crossing a part of the Northeast Quarter (NE/4) of Section Sixteen (16), Township Two (2) South, Range One (1) West of the Utah Special Base and Meridian, said easement being 6 feet on each side of the following described centerline:

Commencing at the Southwest corner of the above described 0.034 acre as surveyed lease description; Thence N 17°33'00" E on the West line of said 0.034 acre tract, a distance of 8.58 feet to the Point of Beginning;

Thence N 75°46'58" W, a distance of 82.72 feet;

Thence N 12°45'53" W, a distance of 55.20 feet;

Thence N 08°08'56" W a distance of 158.27 feet;

Thence N 19°10'59" W, a distance of 76.58 feet;

Thence N 01°02'59" E, a distance of 70.68 feet;

Thence N 17°35'18" E, a distance of 70.44 feet;

Thence N 17°35'18" E, a distance of 79.89 feet;

Thence N 26°12'27" E, a distance of 178.31 feet;

Thence N 15°48'13" E, a distance of 81.18 feet;

Thence N 12°46'57" E, a distance of 137.85 feet;

Thence N 34°43'28" W, a distance of 185.57 feet;

Thence N 45°32'03" W, a distance of 224.32 feet;

Thence N 58°01'50" W, a distance of 79.99 feet;

Thence N 71°35'49" W, a distance of 157.40 feet;

Thence N 88°04'06" W, a distance of 147.94 feet;

Thence S 73°04'41" W, a distance of 164.44 feet;

Thence S 59°57'56" W, a distance of 122.63 feet;

Thence S 45°05'57" W, a distance of 117.28 feet;

Thence S 33°17'05" W, a distance of 254.31 feet;

Thence S 24°13'27" W, a distance of 309.11 feet;

Thence S 05°07'10" W a distance of 148.59 feet;

Thence S 30°23'55" E, a distance of 143.64 feet;

Thence S 08°51'57" E, a distance of 112.15 feet;

Thence S 01°48'28" W, a distance of 172.08 feet;

Thence S 30°24'59" E, a distance of 94.50 feet;

Thence S 76°46'39" E, a distance of 186.49 feet;

Thence S 54°52'18" E, a distance of 286.97 feet;

Thence S 18°19'02" E, a distance of 81.48 feet;

Thence S 27°21'19" W, a distance of 152.40 feet;

Thence S 25°30'50" E, a distance of 103.74 feet;

Thence S 63°16'57" E, a distance of 696.08 feet;

Thence S 75°24'38" E, a distance of 90.60 feet;

Thence S 89°43'29" E, a distance of 2100.15 feet to the Point of Termination on the East line of the Northeast Quarter (NE/4) of Section 16.

Sidelines for said easement are to be extended or shortened such as to begin on the West line of the above described 0.034 acre as surveyed lease tract and terminate on the East line of the NE/4 of Section 16.