Memorandum of Lease

After Recording, Mail To: T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, WA 98006

Attn: Lease Compliance / SL02811A

APN: XF00-6119-C

Loan No.

MEMORANDUM OF LEASE

A Site Lease Agreement (the "<u>Lease</u>") by and between Skyline Telecom, a Utah corporation ("<u>Landlord</u>") and T-Mobile West LLC, a Delaware limited liability company ("<u>Tenant</u>") was made regarding a portion of the following property (as more particularly described in the Lease, the "<u>Premises</u>"):

See Attached Exhibit A incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

- 1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
- 2. Pursuant to the Lease, Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in the Lease. The Option is for an initial term of one (1) year commencing on the effective date of the Lease and will be extended for up to three (3) additional and successive one (1) year periods unless Tenant provides written notice to exercise or not renew its Option.
- 3. Provided that the Option has been exercised by Tenant, the initial term of the Lease shall be for five (5) years and will commence on the date that Tenant exercises its Option.
- 4. Tenant shall have the right to extend the Lease for five (5) additional and successive five(5)-year terms which may be extended for up to nine (9) additional and successive one-year periods.
- 5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.

6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

ANDLORD: Skyline Telecom	
y: The market	
rinted Name: R Boanch Cox	
itle:	
Date:	
TATE OF Utah)	
DUNTY OF Surpett	
This instrument was acknowledged before me on July 19, 3018 by T. Branch Cox (title) . C. E.O. o	
Skyline Tele com a Tele communication Co [type of entity], on behal	
said Skyline Tele com [name of entity].	
Dated:	
Pamella Ridus	
Notary Public Dans A	
Print Name <u>Famella</u> <u>Eighy</u>	
My commission expires	
PAMELLA RIGBY	
NOTARY PUBLIC - STATE OF UTAH	
se this space for notany stamp/seal) COMM. EXP. 05-10-2022	
CO TRIC CROPO TOT ROTORY CTOMM/COOL """"" YVIIII - YVIII YVIIV - YVIIV - YVIIV - YVIIV - YVIIV - YVIIV - YVIIV	

TENANT: T-Mobile West LLC			
By:			
Printed Name: Todd Vanc Title: Mountain We	ngineering and Ops	robert.do e@t- mobile.co	mobile.com ON: cn=robert.doane@t- mobile.com
STATE OF Arizona	′)) ss. ′)		
person acknowledged that he sign execute the instrument of the instrument.	gned this instrument and Francisco	acknowledged it of T-Mobile West LLC,	pefore me, and said e was authorized to t as the a Delaware limited
Dated: <u>5/31/19</u>	Notary Public Print Name	phone K. Lon pires 4/5/200	fre
STEPHANIE K LENTZ Notary Public, State of Arizona Maricopa County My Commission Expires April 05, 2021			•

(Use this space for notary stamp/seal)

Memorandum of Lease - Exhibit A Legal Description

The Property is legally described as follows:

Parcel No. XF00-6119-C: That portion of the South Extension Houghton patented lode mining claim, Mineral Survey No. 3735, situate in the Southwest quarter of the Northwest quarter of Section 19, Township 10 South, Range 2 West, Salt Lake Meridian, in Tintic Mining District described as follows: Beginning at a point which is 402.49 feet East and 2278.66 feet South from the Northwest corner of Section 19, Township 10 South, Range 2 West, Salt Lake Meridian, thence East 100 feet, thence South 100 feet, thence West 100 feet, thence North 100 feet to the place of beginning.

Together with a right-of-way, with no obligation of support, for an access road on and over said South Extension Houghton claim, said right-of-way being 40 feet in width and lying 20 feet on each side of the following described center line: Beginning at a point on the south boundary of the parcel of land hereinabove described, said point being also situate 432.49 feet East and 2378.66 feet South from said Northwest corner of said Section 19, thence South 34°39'12" East 154.28 feet, thence South 43°52 ' East 46 feet, more or less, to a point on the South end line of said South Extension Houghton claim.

T■ ■ Mobile®®

TITLE REVIEW MEMO

TMO

Legal Approval Stamp

Legal

Digitally signed by TMO Legal Date: 2018.06.29

13:41:34 -04'00'

		9	13:41:34 -04:00
TITLE RED FLAG ISSUES SUBMITTED TO T-MOBILE LEGAL FOR FINAL DECISION (T-MOBILE LEGAL INITIAL REVIEWER, PREPARE):	SAQ to obtain evidence of disc	charge of the De	eed of Trust
SITE ID # AND (NAME):	SL02811A (Eureka)		
SITE ADDRESS (county) + Assessor's Parcel No.(APN):	985 South 100 West, Eureka, (APN XF00-6119-C)	Utah 84628 (Ju	ab)
PUBLIC RIGHT OF WAY ACCESS TO SITE (If no PROW access, identify all easement access routes. If PROW access, name street):	Reservoir Road		
SITE TYPE (Raw Land, Roof Top, Colocation, etc.) Describe Build	Colocation/ Self Support Towe	er	
UTILITIES	POWER-Per SAQ, TMO is usir	ng LL power whi	ch is already on site
Describe Utility Routes	FIBER-Per SAQ, LL will be fee		•
(point of connection, overhead or underground)	direct to the shelter where our	r equipment is I	ocated .
LEGAL DESCRIPTION:	Parcel No. XF00-6119-C: That portion of the S Mineral Survey No. 3735, situate in the South Township 10 South, Range 2 West, Salt Lake Beginning at a point which is 402.49 feet East Section 19, Township 10 South, Range 2 Wosfeet, thence West 100 feet, thence North 100 for Together with a right-of-way, with no obligated Extension Houghton claim, said right-of-way following described center line: Beginning at hereinabove described, said point being also Northwest corner of said Section 19, thence S feet, more or less, to a point on the South end	west quarter of the North Moridian, in Tintic Mining and 2278.66 feet South it, Salt Lake Moridian, the seet to the place of begins on of support, for an accipal of the south both it is point on the south both situate 432.49 feet East a south 34°39'12" East 154.	west quarter of Section 19, p District described as follows: from the Northwest corner of nce East 100 feet, thence South 100 ning. ass road on and over said South d lying 20 feet on each side of the undary of the parcel of land and 2378.66 feet South from said 28 feet, thence South 43°52' East 46
TITLE REPORT:		ostract Compan 0, 2018 Da	y ate Updated: N/A
NAME OF LANDLORD IN LEASE AGREEMENT:	Skyline Telecom, a Utah corpo	oration	
OWNER IN TITLE REPORT:	Skyline Telecom, a Utah corpo September 11, 1996 Owner Interest: Fee	oration via Quito	laim Deed, dated
MORTGAGE(S):	Exception 6 Discloses: Deed Financing Statement	d of Trust, Sec	urity Agreement and
	Amount: \$3,300,000.00 Dated: September 5, 199	96	

Site ID #: Site Name:

Page 1 of 3
TITLE REVIEW MEMO

	Trustor/Grantor: Skyline Telecom, Inc.			
	Trustee: Associated Title Company of Da	vis County		
	Beneficiary: CoBank, ACB	·		
	Recording Date: September 12, 1996			
	Recording No: Book 378, Page 846	·		
	**SAQ confirmed with the LL that the DOT was sa	tisfied 15		
	years ago, but a discharge was never recorded. S	AQ requested		
	the LL to contact the Lender to obtain a discharge	of the lien.		
STATUS OF SNDA	Not required			
(required or not required):				
LIENS, TAXES,	Taxes Status for Current & Prior Fiscal Years: 2017, p Property taxes, including any personal property taxes assessments collected with taxes, are as follows:			
JUDGMENTS OR	Tax Identification No.: XF00-6119-C			
ACTIONS:	Fiscal Year: 2018, not yet due and payable	·		
	Liens / Judgments / Actions: None			
	Exception 5 Discloses: Quitclaim Deed for Mineral Righ	ts		
	Dated: November 30, 1966 Recording No: Book 209, Page 365			
·	Recording No. Book 209, Page 363			
	Recommended Action: None, per SAQ since the reservation for			
	mineral abstraction has no bearing on the existing telecommunications facility			
	telecommunications facility			
EASEMENTS,	Exception 7 Discloses: Assignment and Assumption of	Easement		
COVENANTS, AND	Purpose: Access Easement Assignor: US West Communications, Inc.			
RESTRICTIONS:	Assignee: Skyline Telecom			
	Recorded: September 12, 1996			
	Recording No: Book 378, Page 865			
	Recommended Action: None. This Assignment and Ass			
	Easement was made when Skyline Telecom (LL) purch			
	from US West in 1996 and grants them (and subseque access needed to travel to the communications facility	indy (MO) the		
	Is PTR within last six (6) months? Yes If not, has updated PTR been ordered? N/A			
STATUS OF TITLE:	I not, has apaated FIR been ordered: N/A			
	Are exception/deeds/etc. missing from PTR? No			
	Site Acquisition - Rocky Schutjer	Date: 3-22-18		
	Davelanment Manager	Data		
REVIEWED BY:	Development Manager:	Date:		
	Legal Review: AC Date: 4-5-18			
L				

$\cdot \cdot \mathbf{T} \cdot \cdot \mathbf{Mobile}$

LEASING ABSTRACT - NEW LEASE

New Lease Reference: SL02811A/032218.144551

Submitter Details		
Submitter Details		
Name: Britton Knaphus	Email: britton@ragedevelopment.com	
Phone: 8018792788	Submitter is site acq?: Yes	
Job Title: None		
Firm Name: RageDevelopment		
Site Details		
Site Number: SL02811A	Site Name: Eureka, Utah	
Site Address:300 E Main St	Site Type: TBC	
Eureka UTAH	Market Name: SALT LAKE CITY UT	
84628	Region Name: WEST	
Are the above details correct?: No		
Are the above details correct?: No Updated Site Details		
	Town/City: Eureka	
Updated Site Details	Town/City: Eureka Zip Code: 84628	
Updated Site Details Site Addresss: 985 South 100 West		
Updated Site Details Site Addresss: 985 South 100 West State: UTAH		
Updated Site Details Site Addresss: 985 South 100 West State: UTAH Market: SALT LAKE CITY UT		
Updated Site Details Site Addresss: 985 South 100 West State: UTAH Market: SALT LAKE CITY UT		
Updated Site Details Site Addresss: 985 South 100 West State: UTAH Market: SALT LAKE CITY UT Request Details Request Type: Site Lease		
Updated Site Details Site Addresss: 985 South 100 West State: UTAH Market: SALT LAKE CITY UT Request Details Request Type: Site Lease Leasing Document Template: TMO		
Updated Site Details Site Addresss: 985 South 100 West State: UTAH Market: SALT LAKE CITY UT Request Details Request Type: Site Lease Leasing Document Template: TMO		
Updated Site Details Site Addresss: 985 South 100 West State: UTAH		

Town/City: Fairview	State: Utah
ZIp Code: 84829	is T-Mobile paying rent to the above Landlord?: Yes
is the Landlord leasing the property?: No	
is the Landlord also the Property Owner?: Yes	

Business Terms		
How long is the Lease Term?:	5 Years	
More renewal rights?: 5	# Renewals of: 5 Years	
Are there options?: Yes		
Number of options: 4	# options of: 1	Years
Monthly Rent Amount \$: 1250	0.00	Rent Commencement Criteria: Construction start
Are there other fees/costs?: `	⁄es	•
Other New Fees/Costs: \$250.00 Utili	ties (recurring)	
Revenue Share: No	_	
Is a new easement required?: No		

Site Equipment Details				
	Quantity and Type		Quantity and Type	
Antennas	6 (3 Cellmax) (3 RFS)	MW		
Coax	12 (7/8" - 70")	ODU		
тма	3 (Generic Twin Style 3C-PCS/AWS+700BP)	COVP		
Diplexers	3 (Generic Twin 700/PCS/AWS)	Generator		
Cabinets	2	APU Auxillary Power		
RRUs	9 (3 Radio 2217 B2) (3 RRUS 11 B4) (3 RRUS 11 B12)	Other		

Significant Risks		
Are there any significant risks?: No		

Signing	Authority	I aval	Routing
Silling	Audionly	FGAGI	Rouning

Reference:SL02811A/032218.144551

Created on: 03/22/2018 18:55:07

Legal Team: TMO

Title	Print Name	Signature	Date
RVP			
RDD			
Senior Market Director			
Market Director	Todd Van (Cur.		5/15/19
Market Manager	300 attached		
(Minimum signing authority)			
Senior Managing Engineer	NA		
Legal Summary Comments		<u> </u>	
<u> </u>	obtain evidence of a discharge of the l	• • • •	erty. I recommend that TMO do this
Legal Approval Stamp	robert.doan robert.doanegt- mobile.com Digitally signed by robert.doanegt- mobile.com Dix corrobert.doanegt- mobile.com Dix 2018,05 25 Dix 2018,05 25		

Lentz, Stephanie

From:

britton@ragedevelopment.com

Sent:

Tuesday, May 29, 2018 11:05 AM

To:

Lentz, Stephanie

Cc:

Cardinal, Denise; 'Rocky Schutjer'

Subject:

FW: New Lease Approval - SL02811A/032218.144551

Attachments:

SL02811A Abstract Lease - Final.pdf; SL02811A Lease - Final.pdf

Follow Up Flag:

Follow up

Flag Status:

Flagged

Stephanie,

Attached is the legal approved lease and market approval below for this new lease.

Please route for signature.

Thanks

-Britton

From: Simmons, Chad < Chad. Simmons@T-Mobile.com >,

Sent: Tuesday, May 29, 2018 11:16 AM

To: Rocky Schutjer <rocky@ragedevelopment.com>; britton@ragedevelopment.com

Subject: RE: New Lease Approval - SL02811A/032218.144551

I have reviewed and approve.

Regards

From: Rocky Schutjer [mailto:rocky@ragedevelopment.com]

Sent: Tuesday, May 29, 2018 10:00 AM

To: britton@ragedevelopment.com; Simmons, Chad <Chad.Simmons@T-Mobile.com>

Subject: RE: New Lease Approval - SL02811A/032218.144551

Thanks Garr.

Chad,

Not a BTS site just a colo with CetraCom.

Rock

From: <u>britton@ragedevelopment.com</u> < <u>britton@ragedevelopment.com</u> >

Sent: Tuesday, May 29, 2018 9:35 AM

To: 'Simmons, Chad' < Chad.Simmons@T-Mobile.com > Cc: 'Rocky Schutjer' < rocky@ragedevelopment.com >

Subject: FW: New Lease Approval - SL02811A/032218.144551

SITE LEASE AGREEMENT

This SITE LEASE AGREEMENT (this "Lease") is effective the date of the last signature on this Lease (the "Effective Date") by and between Skyline Telecom, a Utah corporation ("Landlord") and T-Mobile West LLC, a Delaware limited liability company ("Tenant").

Landlord and Tenant agree to the following:

- 1. <u>Property Description</u>. Landlord is the owner of the real property located at 985 South 100 West, Eureka, Utah 84628, as further described on <u>Exhibit A</u> (the "<u>Property</u>"). The Property includes the premises which is comprised of approximately 32 square feet plus any additional portions of the Property which Tenant may require for the use and operation of its facilities as generally described on <u>Exhibit B</u> (the "<u>Premises</u>"). Tenant reserves the right to update the description of the Premises on <u>Exhibit B</u> to reflect any modifications or changes.
- 2. Option. Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Lease (the "Option"). The Option shall commence on the Effective Date and shall continue for a period of one (1) year (the "Option Period"). The Option Period will be automatically extended for successive three (3) additional one (1) year periods, unless Tenant provides written notice to the Landlord of its election to exercise or not renew its Option. For each Option Period, Tenant shall pay Landlord One Thousand Two Hundred Fifty and No/100 Dollars (\$1,250.00).
- 3. Landlord Cooperation. During the Option Period and Term (as defined below), Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "Governmental Approvals"), and to the fullest extent necessary, Landlord grants Tenant and its agents power of attorney to take all such actions on behalf of and in the name of Landlord. Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals.
- 4. Antenna Facilities and Permitted Uses. Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "Antenna Facilities"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, upgrading, removal or replacement of any and all Antenna Facilities (the "Permitted Uses") for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. Notwithstanding anything to the contrary in the Lease, (a) if any portion of the Antenna Facilities will be installed on a tower owned by Landlord ("Tower"), Landlord warrants that the Tower has structural capacity to support Tenant's equipment as shown on Exhibit B, (b) Tenant shall have the right to install the equipment shown on Exhibit B at any time during the Term without any increase in Rent, and (c) during the Term, Landlord shall reserve space and loading capacity on the Tower for Tenant's equipment shown on Exhibit B. If necessary to maintain service, Tenant shall have the right

to locate a cell-on-wheels, or other temporary antenna facility on the Property. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

5. Lease Term.

- a) The Initial Term of the Lease shall be five (5) years commencing on the date of Tenant's exercise of the Option (the "Commencement Date"), and ending on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "Initial Term"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "Term."
- b) The Initial Term shall automatically renew for five (5) successive renewal terms of five (5) years each (each a "Renewal Term"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.
- c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, an "Extended Period"). Landlord may terminate the renewal of any Extended Period by delivery of notice at least six (6) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

6. Rent/Other Charges.

- a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of One Thousand Two Hundred Fifty and No/100 Dollars (\$1250.00) per month (the "Rent"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.
- b) The Rent for each successive Renewal Term shall be an amount equal to One Hundred Two percent (102%) of the Rent for the immediately preceding Term. The Rent for each Extended Period shall be an amount equal to One Hundred Two percent (102%) of the Rent for the immediately preceding Term.
- c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.
- d) Any charges payable under this Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord.
- 7. <u>Interference.</u> Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference shall be deemed a material breach of this Lease by Landlord and Landlord shall

remove the cause of the interference within forty-eight (48) hours of notice. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference.

8. **Utility Services.**

- a) Tenant shall have the right to connect to, maintain, repair, upgrade, remove or replace existing utility related equipment and shall have the right to install new utility related equipment, including a generator, optical fiber facilities, and alternative energy related equipment, to service its Antenna Facilities, or cell-on-wheels on the Property (collectively, the "Utility Facilities").
- Tenant shall be responsible for all utilities charges for electricity, or any other utility service used by Tenant on the Premises. Tenant may install separate meters for Tenant's utility usage. If Tenant does not install a separate meter, Tenant shall pay Landlord Two Hundred Fifty and No/100 dollars (\$250.00) per month for its utility usage.

9. Access and Easements.

- a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees.
- b) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "Easements"). Landlord shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant.
- 10. <u>Termination</u>. Tenant may terminate this Lease without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("FCC") ruling or regulation that is beyond the control of Tenant; (iii) technical or economic reasons; or (iv) if Tenant is unable to obtain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Lease for any or no reason.
- 11. Casualty and Condemnation. If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.
- **<u>Default and Right to Cure.</u>** A party shall be deemed in default under this Lease if it fails to make any payment, or to perform any obligation required of it within any applicable time period specified and does not commence curing such breach within thirty (30) days after receipt of written notice of such breach from the

Site Number: Site Name: Eureka Market: Salt Lake non-defaulting party ("<u>Default</u>"). This Lease, or Tenant's rights of possession shall not be terminated due to any Tenant Default unless: (a) the Default is material; (b) Landlord shall have given Tenant not less than thirty (30) days prior written notice, after the expiration of the cure period described above, and Tenant fails to cure or commence the cure of such Default within the second thirty (30) day notice period; and (c) Landlord lacks any other adequate legal or equitable right or remedy.

13. <u>Taxes.</u> Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term. Landlord shall provide prompt and timely notice of any tax or assessment for which Tenant is liable. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge.

14. Insurance and Subrogation and Indemnification.

- a) During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.
- b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.
- c) Subject to the property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.
- d) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "Pre-Existing Violations"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, however, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.

- e) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Lease.
- 15. <u>Notices</u>. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, WA 98006

Attn: Lease Compliance /SL02811A

If to Landlord, to:

Skyline Telecom 35 South State

Fairview, Utah 84629

Per the W-9 Form Rent is to be paid to:

Skyline Telecom, a Utah corporation 35 South State, Fairview, Utah 84629

- 16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Lease and to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which will interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.
- 17. Environmental Laws. Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "Hazardous Substances"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

18. Assignment.

a) Tenant shall have the right to assign, sublease or otherwise transfer this Lease, upon written notice to Landlord. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Lease. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

- b) Landlord shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Lease. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease. Landlord shall not attempt to assign, or otherwise transfer this Lease separate from a transfer of ownership of the Property (the "Severance Transaction"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Lease.
- 19. <u>Relocation.</u> Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "<u>Work</u>") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Landlord agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work.
- 20. <u>Marking and Lighting Requirements</u>. If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

21. Miscellaneous.

- a) The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.
- b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.
- c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as Exhibit C; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "Mortgage"), a subordination, non-disturbance and attornment agreement using Tenant's form.
- d) This Lease shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.
- e) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.
- f) Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

- g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.
- h) This Lease and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.
- i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

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Title:

Date:

TENANT: T-Mobile West LLC

Printed Name: Todd VanCleve

Area Director, Network Engineering and Ops

Title: Mountain West Area

Date:

robert.doane@ robert.doane@t-mobile.com t-mobile.com

Digitally signed by mobile.com Date: 2018.05.25 14:31:00

T-Mobile Legal Approval

EXHIBIT A Legal Description

Property address of 985 South 100 West, Eureka, Utah 84628 Assessor's tax parcel number of XF00-6119-C

The Property is legally described as follows:

Parcel No. XF00-6119-C: That portion of the South Extension Houghton patented lode mining claim, Mineral Survey No. 3735, situate in the Southwest quarter of the Northwest quarter of Section 19, Township 10 South, Range 2 West, Salt Lake Meridian, in Tintic Mining District described as follows: Beginning at a point which is 402.49 feet East and 2278.66 feet South from the Northwest corner of Section 19, Township 10 South, Range 2 West, Salt Lake Meridian, thence East 100 feet, thence South 100 feet, thence West 100 feet, thence North 100 feet to the place of beginning.

Together with a right-of-way, with no obligation of support, for an access road on and over said South Extension Houghton claim, said right-of-way being 40 feet in width and lying 20 feet on each side of the following described center line: Beginning at a point on the south boundary of the parcel of land hereinabove described, said point being also situate 432.49 feet East and 2378.66 feet South from said Northwest corner of said Section 19, thence South 34°39'12" East 154.28 feet, thence South 43°52 ' East 46 feet, more or less, to a point on the South end line of said South Extension Houghton claim.

EXHIBIT B

Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).

However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Antenna Facilities are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the Property.

Notwithstanding anything to the contrary, the specific number and type of equipment described in the Exhibit is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, refurbish, relocate or upgrade any such equipment within the Premises.

PROPRETS REFORMATION
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SL02811A EUREKA

985 SOUTH 100 WEST EUREKA, UT 84628

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T1	TITLE CHIEFT
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V1	GENERAL NOTES
A1	SITE LOCATION PLAN
N2	EQUIPMENT SITE PLAN
43	TOWER ELEVATION
14	EQUIPMENT DETAILS
A.5	SITE DETAILS
E1 .	GROUNDING PLAN
E2	POWER, TELEPHONE, GROUNDING
E3	SITE NOTES
E4	ANTENNA DIAGRAM

	PR	OJECT	SUMMARY
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CONTACT INFORMATION

APPROVALS				
APPROVED BY	PRINT NAME	INITIALS	DATE	
PROJECT MANAGER				
RF ENGINEER				
OPS MANAGER				
CONSTRUCTION				
LANDLORD				

TOWER OWNER CENTRACOM 35 SOUTH STATE FAIRVIEW, UT 84629

NETWORK SYSTEMS OWNER T-MOBILE 121 WEST ELECTION RD STE. 330 DRAPER, UT 84020 SITE ACQUISITION FIRM RAGE DEVELOPMENT LLC 2181 HUGO AVENUE SALT LAKE CITY, UT 84117

A/E FIRM SMITH HYATT ARCHITECTS 845 SOUTH MAIN STREET BOUNTIFUL UTAH 84010 · · T · · Mobile*







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8. 2015 METANTIONAL BUILDING CODE (NEC)

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THE STRUCTURAL COMPONENTS OF ADJACENT CONSTRUCTION OR FACILITIES ARE GENERAL CONTRACTOR SHALL PROVIDE, AT THE PROJECT SITE, A FULL SET OF CONSTRUCTION DOCUMENTS UPDATED WITH THE LATEST REVISIONS AND ADDENDA OR CLARIFICATIONS FOR USE BY ALL PERSONNEL INVOLVED WITH THE PROJECT

AND OR PROJECT SITE CONTRACTOR TO SEAL ALL PENETRATIONS THROUGH FIRE-RATED AREAS WITH U.L. LISTED OR FIRE MARSHALL APPROVED MATERIALS IF APPLICABLE TO THIS FACILITY NOT TO BE ALTERED BY THIS CONSTRUCTION PROJECT UNLESS NOTED OTHERWISE.

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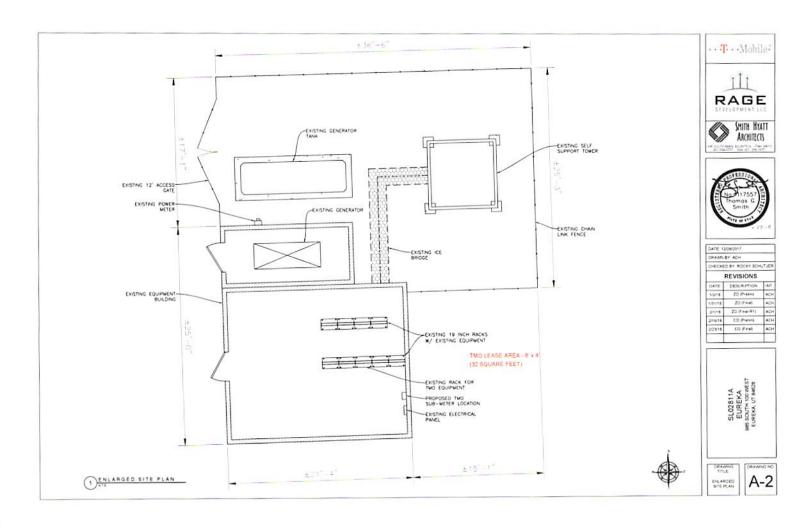
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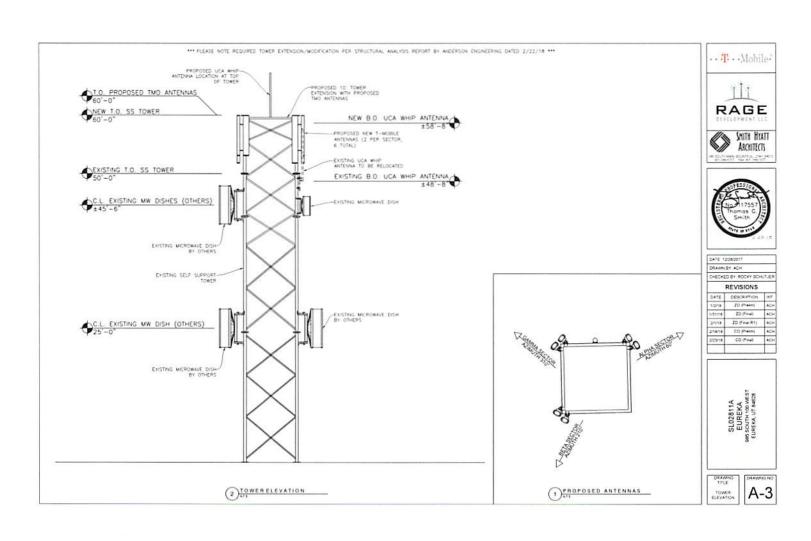
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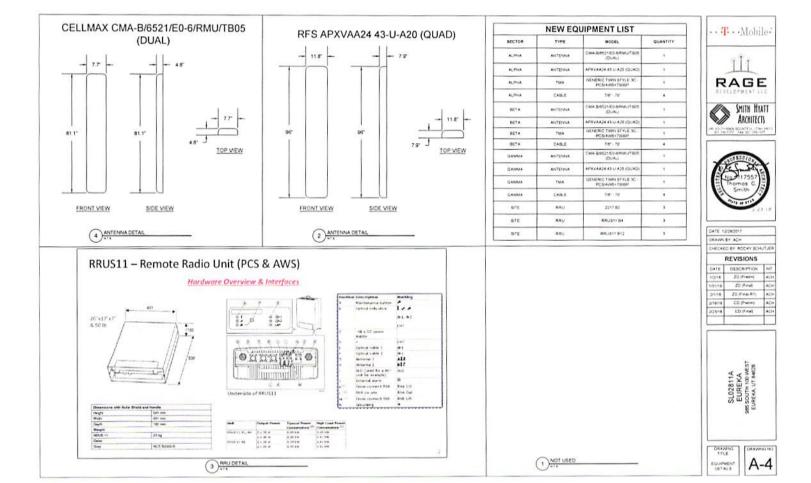
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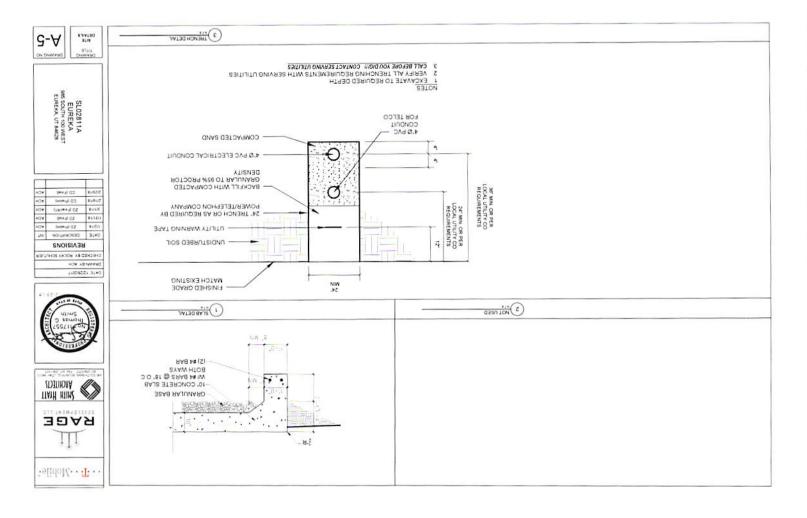






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GROUNDING PLAN n I I NOTE TYPICAL GROUNDING PLAN SHOWN. CONTRACTOR TO TIE ANY NEW EQUIPMENT INTO EXISTING GROUNDING PLAN AT A MINIMUM OF TWO CONNECTIONS.

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GROUNDING NOTES

- ALL SAFETY GROUNDING OF THE ELECTRICAL EQUIPMENT SHALL BE CARRIED OUT IN ACCORDANCE WITH THE CURRENT REVISION OF NEC.
- 2 ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL INSTALLATION AND SITE CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS IS SITE SOIL CONDITIONS ARE CORROSIVE, USE OF A LARGER MAIN GROUND RING CONDUCTOR MAY BE NECESSAY.
- GROUND ALL ANTENNA BASES, FRAMES, CABLE RUNS, AND OTHER METALLS COMPONENTS USING GROUND WRITES AND CONNECT TO SURFACE MOUNTED BUS BASES FOLLOW ANTENNA AND STS MANUFACTURERS PRACTICES FOR GROUNDING REQUIREMENTS GROUND COAX SHELD AT BOTH ENDS AND EXIT FROM TOWER OR MONOPOLE USING MANUFACTURERS PRACTICES.
- ALL GROUND CONNECTIONS SHALL BE CADWELD ALL WIRES SHALL BE COPPER THINKTHAM ALL GROUND WIRE SHALL BE SOUID COPPER WITH GREEN INSULATED WIRE ABOVE GROUND
- CONTRACTOR TO VERIFY AND TEST GROUND TO SOURCE TO A MAXIMUM OF 5 CHMS. IF GROUND TEST DO NOT ACHEVE THE MAXIMUM SO HANG, CONTRACTOR SHALL BE RESPONDING TO OPROVIDE ADDITIONAL GROUNDING TO CHM MAX REQUIREMENT GROUNDING AND OTHER OPERATIONAL TESTING WILL BE WITNESSED BY A T-MOBILE REPRESENTATIVE.
- 6 ELECTRICAL CONTRACTOR TO PROVIDE DETAILED DESIGN OF GROUNDING SYSTEM. AND RECEIVE APPROVAL OF DESIGN BY AN AUTHORIZED T-MOBILE REPRESENTATIVE, PRIOR TO INSTALLATION OF GROUNDING SYSTEM.
- NOTIFY T-MOBILE IF THERE ARE ANY DIFFICULTIES INSTALLING GROUND SYSTEM DUE TO SITE SOIL CONDITIONS
- B. IF SURGE SUPPRESSER IS AN EXTERIOR MOUNT, RUN A \$2 THEN GROUND WHE IN A 1'S CHEEL AS PAY CONDUIT TO SIDE SPUCE CADWELD AT GROUND RING. HEAT RADIUS CONDUIT TO PRODUCE LARGE RADIUS BENDS. STRAP TO SLAB AT A MINIMUM OF TWO POINTS.
- 9 ALL GROUNDING WIRE RUNS AND CONNECTIONS, BOTH ABOVE AND BELOW GRADE, SHALL BE LOCATED INSIDE OF THE LEASE AREA
- 10 TIE NEW GROUNDING INTO EXISTING GROUND GRID IN AT LEAST TWO LOCATIONS
- THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO THOBILE SERVICES IS STRICTLY PROHIBITED.

SYMBOL KEY

- O MECHANICAL CONNECTION
- O COPPER GROUND ROD
- △ CADWELD CONNECTION
- ☐ GROUND BAR









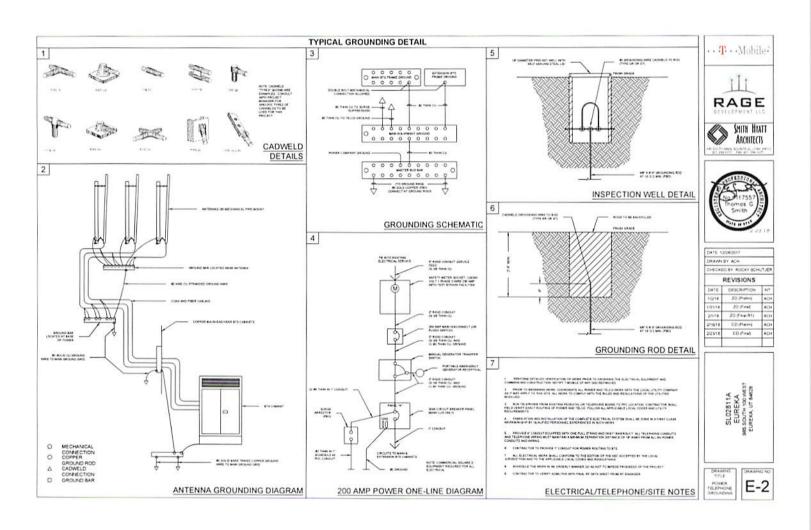
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ALL TEST RESULTS SHOULD BE CLEARLY DATE MARKED WITH SITE, FEEDER NUMBER, DATE AND MEASUREMENT TIME

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THE FOLLOWING DESCRIBES THE PROCEDURE FOR MARKING AND IDENTIFYING ANTENNA CABLING

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14 ICE BRIDGE SHOULD NOT BE BONDED TO THE TOMER STRUCTURE. IT SHOULD ONLY BE BONDED AT ONE END TO THE ENTRANCE BULKHEAD.

IS MOLE POINT GROUND BAR! USE #3 THHIN SOLID COPPER WHR WITH 2 HOLE CRIMPED CONNECTIONS.

2 GROUNDING BUSS BAR MT TACHMENT WIT MUST BE DIRECTLY BOLTED TO THE TOWER STRUCTURE WITHOUT ELECTRICAL INSULATORS

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THAT ADDITIONAL GROUND RICGES OR EXCEEDS THE REC ARTICLE, 250 UTILITY PROTECTION OROUND. THEREFORE, INFORM LOCAL HOWER COMPLEX WHE DETAILED IN
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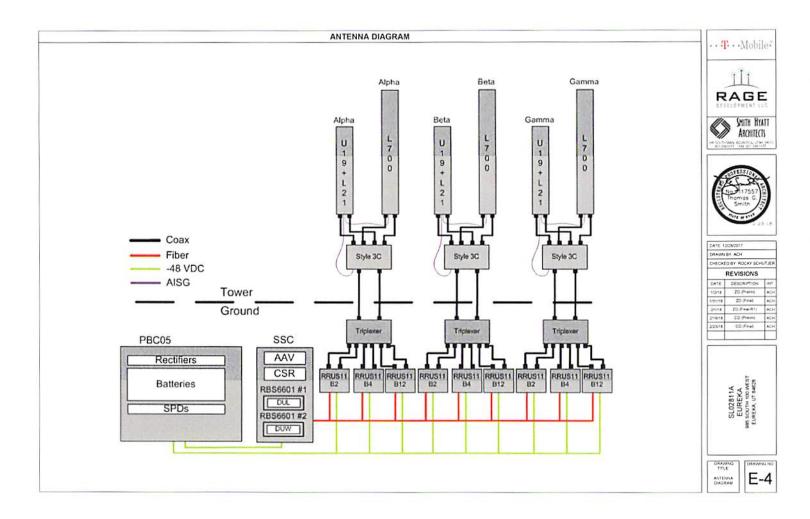


EXHIBIT C

Memorandum of Lease

After Recording, Mail To: T-Mobile USA, Inc. 12920 SE 38th Street Bellevue, WA 98006

Attn: Lease Compliance / SL02811A

APN: XF00-6119-C

Loan No.

MEMORANDUM OF LEASE

A Site Lease Agreement (the "<u>Lease</u>") by and between Skyline Telecom, a Utah corporation ("<u>Landlord</u>") and T-Mobile West LLC, a Delaware limited liability company ("<u>Tenant</u>") was made regarding a portion of the following property (as more particularly described in the Lease, the "<u>Premises</u>"):

See Attached Exhibit A incorporated, herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

- 1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
- 2. Pursuant to the Lease, Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in the Lease. The Option is for an initial term of one (1) year commencing on the effective date of the Lease and will be extended for up to three (3) additional and successive one (1) year periods unless Tenant provides written notice to exercise or not renew its Option.
- 3. Provided that the Option has been exercised by Tenant, the initial term of the Lease shall be for five (5) years and will commence on the date that Tenant exercises its Option.
- 4. Tenant shall have the right to extend the Lease for five (5) additional and successive five(5)-year terms which may be extended for up to nine (9) additional and successive one-year periods.
- 5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
- 6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: <u>Skyline Telecom</u>							
Ву:							
Printed Name:		•					
Title:		•					
Date:		-					
STATE OF							
COUNTY OF) ss.)						
This instrument was		before m				by	
	_ a		[typ	e of entity],	on behalf	of said	
Dated:							
	Notary Public			_			
	Print Name My commission ex	pires					
(Use this space for notary stamp	 /seal)						

Printed Name: Title: Date: _____ STATE OF _____) ss. COUNTY OF ____ I certify that I know or have satisfactory evidence that _____ the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of T-Mobile West LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. Dated: _____ Notary Public Print Name _____ My commission expires _____

(Use this space for notary stamp/seal)

TENANT: T-Mobile West LLC

Memorandum of Lease - Exhibit A Legal Description

The Property is legally described as follows:

Parcel No. XF00-6119-C: That portion of the South Extension Houghton patented lode mining claim, Mineral Survey No. 3735, situate in the Southwest quarter of the Northwest quarter of Section 19, Township 10 South, Range 2 West, Salt Lake Meridian, in Tintic Mining District described as follows: Beginning at a point which is 402.49 feet East and 2278.66 feet South from the Northwest corner of Section 19, Township 10 South, Range 2 West, Salt Lake Meridian, thence East 100 feet, thence South 100 feet, thence North 100 feet to the place of beginning.

Together with a right-of-way, with no obligation of support, for an access road on and over said South Extension Houghton claim, said right-of-way being 40 feet in width and lying 20 feet on each side of the following described center line: Beginning at a point on the south boundary of the parcel of land hereinabove described, said point being also situate 432.49 feet East and 2378.66 feet South from said Northwest corner of said Section 19, thence South 34°39'12" East 154.28 feet, thence South 43°52 ' East 46 feet, more or less, to a point on the South end line of said South Extension Houghton claim.