

RESOLUTION NO. 15-44

A RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN DRAPER CITY AND T-MOBILE WIRELESS FOR A WIRELESS TELECOMMUNICATION FACILITY LOCATED AT STEEP MOUNTAIN PARK, DRAPER, UTAH.

WHEREAS, the city has received a request from T-Mobile to located a cell tower dues to a strong need for wireless facilities in; and

WHEREAS, there will be a significant improvement in the wireless service with the addition of the wireless telecommunication facility; and

WHEREAS, the Draper City Council has entered into a lease agreement with T-Mobile for the locating of a wireless telecommunication facility on city-owned property at Steep Mountain Park; and

WHEREAS, the wireless telecommunication facility is of sufficient stealth design; and

WHEREAS, the lease will provide for a continuous revenue stream; and

WHEREAS, the Draper City Council has reviewed the form of the Lease Agreement and has found the terms and conditions thereof, acceptable to Draper City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, AS FOLLOWS:

1. It does hereby approve the attached Lease Agreement between Draper City and T-Mobile.
2. The Honorable Troy Walker, Mayor of Draper City, is hereby authorized to execute the agreement on behalf of Draper City and to act in accordance with its terms.

PASSED AND ADOPTED BY THE CITY COUNCIL OF DRAPER CITY, STATE OF UTAH, ON THIS 1st DAY OF SEPTEMBER.

ATTEST:



City Recorder

DRAPER CITY



Mayor



SITE LEASE TRANSMITTAL

Site Number: SI01589a

Date Turned In: 8/10/15

Site Name: Steep Mountain Park

Market: Salt Lake

Site Acquisition Coordinator: Rocky Schutier

<p><u>Attached please find:</u></p> <p><u>2</u> Landlord-signed leases</p> <p><u>1</u> Landlord-signed/notarized memorandums</p> <p><input type="checkbox"/> Owner Authorization Agreement</p> <p><input type="checkbox"/> Landlord-signed W-9</p> <p><input type="checkbox"/> Authorization to sign lease (if applicable)</p>	<p><u>Market Information</u></p> <p>Market Entity Name: T-Mobile West LLC</p> <p>Type of Entity: limited liability company</p> <p>Market address: 12920 SE 38th Street Bellevue, WA 98006</p> <p>Director Name: Danny Bazerman</p> <p>Director Title: Area Director Engineering & Operations</p>
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NOTE: Enter a space (" ") into any fields which do not apply

<u>Landlord Information</u>		
Landlord Name:	Draper City	2nd Landlord Name:
Landlord Entity:	municipal corporation	<i>Additional Mailing Address (if any):</i> ↓
<small>(i.e. individual, corporation, LLC, etc.)</small>		Mailing Address:
Mailing Address:	1020 E. Pioneer Rd. Draper, UT 84020	Phone Number:
Phone Number:	801-576-6500	Fax Number:
Fax Number:		

<p><u>Site Information</u></p> <p>Site Address: 385 E Steep Mtn Dr. Draper, UT 84020</p> <p>Square Footage: 200 square feet</p> <p>Parcel Number: 34-07-452-006</p>	<p><u>Option Terms</u></p> <p>Option Amount: \$1,000.00 = one thousand dollars</p> <p>Option Term: one (1) year</p> <p>Option Renewal Term: one (1) year</p>
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Lease Terms

Payee Name: Draper City
 Rent Amount: \$1500.00 = one thousand five hundred dollars
 Rent Frequency: Monthly
 Rent Increase: 110% = one hundred ten percent (over preceding term)
 Utilities: \$200.00 = two hundred dollars
 Lease Term: five (5) years
 Renewal Terms: five (5) additional five-year terms
 Cancel Terms: sixty (60) days prior
 Insurance: One Million (\$1,000,000.00)
 Aggregate Insurance: Two Million (\$2,000,000.00)

Site Type:

Lease Use

Please choose one item below:

- Ground only
- Tower only
- Tower and Ground
- Rooftop
- Watertank
- DAS (Distributed Antenna System)
- In-building
- Easement only
- Other, please specify

Instructions: The above table form section of this document is protected so fill-in fields will populate in the lease and MOL, which are unprotected. Be sure to check fill-in fields and other sections carefully for accuracy and proper format – make corrections. BE CAREFUL!

Comments(no non-standard terms)

Approved by:

Real Estate Manager Date

General Manager/Director Date

Legal Department Date

Vice President (if applicable) Date

SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "**Agreement**") is effective the date of the last signature on this Agreement (the "**Effective Date**") by and between Draper City, a(n) municipal corporation ("**Landlord**") and T-Mobile West LLC, a Delaware limited liability company ("**Tenant**").

Landlord and Tenant agree to the following:

- 1. Property Description.** Landlord is the owner of the real property located at 385 E Steep Mtn Dr., as further described on **Exhibit A** (the "**Property**"). The Property includes the premises which is comprised of approximately 200 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 **Exhibit B** (the "**Premises**"). Tenant reserves the right to update the description of the Premises on **Exhibit B** 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 Agreement (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 extend for three (3) successive one (1) year period(s), unless Tenant provides written notice to the Landlord of its election not to renew or exercise its Option. For each Option Period, Tenant shall pay Landlord one thousand and no/100 dollars (\$1,000.00). Upon Tenant's exercise of the Option, this Agreement will constitute a lease of the Premises on the terms and conditions described below (the "**Lease**").
- 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 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**"). 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, 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. If necessary to maintain service, Tenant shall have the right to locate a temporary 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 at 11:59 p.m. 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~~ Landlord may terminate the renewal of any Renewal Term by delivery of notice at least six (6) months prior to the end of the then current Renewal Term. Tenant may elect not to renew by providing notice prior to the expiration of the then current Term by delivery of notice to Landlord.

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 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 five hundred (\$1500.00) 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 twenty business (20) 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 ten percent (110%) of the Rent for the immediately preceding Term. The Rent shall continue to be paid on a monthly basis. 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 Agreement upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Agreement 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. Interference. 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 Agreement 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 to service its Antenna Facilities, or cell-on-wheels on, or serving the Property (collectively, the "**Utility Facilities**").

b) 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 dollars (\$200.00) 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. Termination. Tenant may terminate this Agreement 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 Agreement for any or no reason. Upon termination of this Agreement Tenant shall remove its Antenna Facilities and return the Premises to its original condition.

11. Casualty and Condemnation. Tenant has an obligation to keep the Premises and Antenna Facilities in good repair and working order. 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 or Antenna Facilities are damaged or destroyed by wind, fire or casualty, Tenant shall make repairs and remove damaged equipment in a timely fashion. 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.

12. Default and Right to Cure. A party shall be deemed in default under this Agreement 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 non-defaulting party ("**Default**"). This Agreement, 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. Taxes. 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 defend, 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 Agreement. 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) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Agreement.

e) Tenant further acknowledges that the Landlord is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act").

Nothing in the Agreement shall be construed as a waiver by the Landlord of any protections, rights, or defenses applicable to the Landlord under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of the Landlord to incur by contract any liability for the operations, acts, or omissions of the Tenant or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any obligations of the Landlord in the Agreement to indemnify, hold or save harmless, and/or defend contained in the Agreement are subject to the Act, are limited only to claims that arise from the negligent acts or omissions of the Landlord, and the total amount of any such obligations, inclusive of attorney's fees, are limited to the amounts established in Section 63G-7-604 of the Act.

15. Notices. 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/SI01589a

If to Landlord, to:

Draper City
1020 E. Pioneer Rd.
Draper, UT 84020

And with a copy to:

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

Draper City
1020 E. Pioneer Rd.
Draper, UT 84020

16. Quiet Enjoyment, Title and Authority. Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Agreement and to grant Tenant the leasehold interest and Easements contemplated under this Agreement; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which shall interfere with Tenant's Lease or any rights to or use of the Premises; (c) the execution and performance of this Agreement 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 shall not be disturbed; and (e) Landlord shall 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 Agreement, upon written notice to Landlord. Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Agreement. 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 Agreement 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 Agreement. Landlord shall not attempt to assign, or otherwise transfer this Agreement 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 Agreement.

19. Relocation. Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the 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. Marking and Lighting Requirements. 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 Agreement (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 Agreement 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 Agreement 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, 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 Agreement 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 Agreement is found to be void or invalid, the remaining terms of this Agreement 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 Agreement 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 Agreement.

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 Agreement 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 Agreement 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 Agreement shall legally bind the Parties to the same extent as original documents.

LANDLORD: Draper City

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

TENANT: T-Mobile West LLC

By: _____

Printed Name: Danny Bazerman

Title: Area Director Engineering & Operations

Date: _____

EXHIBIT A
Legal Description

The Property is legally described as follows:

[Enter legal description, property address and tax parcel information here or on attachment(s)]

Lot A, CENTENNIAL HEIGHTS PLAT "B", according to the plat thereof as recorded in the office of
the Salt Lake County Recorder.
Less and excepting any and all portions lying within the legal bounds of Red Leaf Drive

EXHIBIT B

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

Site Number: SI01589a
Site Name: Steep Mountain Park
Market: Salt Lake

EXHIBIT C

**Memorandum
of
Lease**

After Recording, Mail To:

APN: 34-07-452-006

Loan No. N/A

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Agreement") by and between Draper City, a(n) municipal corporation ("Landlord") and T-Mobile West LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property (as more particularly described in the Agreement, the "Premises"):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Agreement, 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 Agreement.
2. Pursuant to the Agreement Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in this Agreement for an initial term of one (1) year commencing on the Effective Date, which term may be extended by Tenant for additional one (1) year Options.
3. Provided that the Option has been exercised by Tenant, the Agreement shall constitute a lease (the "Lease"), the term of which shall initially be for five (5) years and will commence on the date upon which Tenant exercises its Option (the "Commencement Date").
4. Tenant shall have the right to extend the Lease for five (5) additional and successive five-year terms.
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.

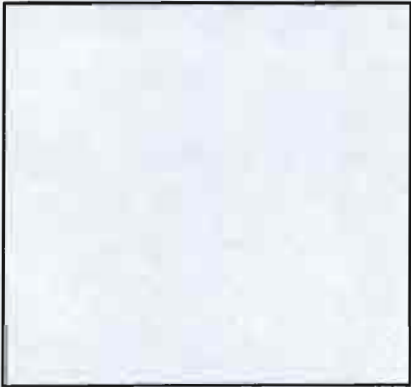
[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership ,or Limited Liability Company]

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____ by
_____ [title] _____ of
_____ a _____ [type of entity], on behalf of said
_____ [name of entity].

Dated: _____



Notary Public
Print Name _____
My commission expires _____

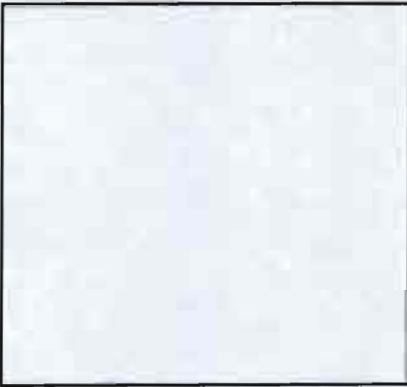
(Use this space for notary stamp/seal)

[Notary block for Tenant]

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Danny Bazerman is 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 Area Director Engineering & Operations 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)

**Memorandum of Lease - Exhibit A
Legal Description**

The Property is legally described as follows:

Lot A, CENTENNIAL HEIGHTS PLAT "B", according to the plat thereof as recorded in the office of
the Salt Lake County Recorder.

Less and excepting any and all portions lying within the legal bounds of Red Leaf Drive