

**RESOLUTION NO. 09-01-2014**

A RESOLUTION OF THE SANTAQUIN CITY COUNCIL  
AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN  
SANTAQUIN CITY AND VERIZON WIRELESS (VZW) LLC d/b/a  
VERIZON WIRELESS FOR THE INSTALLATION OF A CELL TOWER  
NEAR THE CITY RODEO GROUNDS

**WHEREAS**, the City of Santaquin is interested in providing additional communications facilities within the City limits, which are necessary for the public health, safety, and welfare of residents, businesses owners, visitors, and public safety personnel; and

**WHEREAS**, Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Verizon Wireless") desires to construct and maintain a cell tower on property owned by Santaquin City at approximately 200 South 400 West (Premises); and

**WHEREAS**, Verizon Wireless has demonstrated that they can comply with all city regulations pertaining to telecommunications facilities; and

**WHEREAS**, Santaquin City desires now to enter into a lease agreement with Verizon Wireless in order for Verizon Wireless to construct and maintain a cell tower, along with all associated equipment, facilities and access thereto, on the Premises.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Santaquin City, Utah, as follows:

Section 1. Authorization of Agreement. The Santaquin City Council approves and authorizes the Mayor to execute and enter into a lease agreement with Verizon Wireless in order for them to construct and maintain a cell tower, along with all associated equipment, facilities and access thereto, on city owned property located at 200 South 400 West. The Lease agreement is attached hereto as Exhibit A.

Section 2. Memorandum of Lease. The Santaquin City Council approves and authorizes the Mayor to execute and record a Memorandum of Lease between the city and Verizon Wireless. The Memorandum of Lease agreement is attached hereto as Exhibit B.

Section 3. Effective Date. This Resolution shall take effect immediately upon its approval and adoption by the City Council.

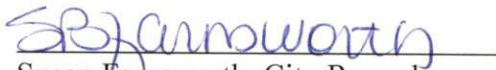
APPROVED AND ADOPTED THIS 3<sup>rd</sup> DAY OF September, 2014.

SANTAQUIN CITY,



KIRK F. HUNSAKER, Mayor

ATTEST:

  
Susan Farnsworth, City Recorder

LAND LEASE AGREEMENT

This Agreement, made this 18 day of December, 2014 between Santaquin City Corporation with its principal offices located at 275 West Main Street hereinafter designated LESSOR and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 140 South 400 West, Santaquin, Utah County, Utah 84655, and being described as a 54' by 60' area containing 3,240 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twelve (12') foot wide right-of-way extending from the nearest public right-of-way, 400 West, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being more particularly described in Exhibit "A" attached hereto and made a part hereof. The Property is also identified by Utah County tax ID 32:008:0050 and is further described in Deed Book 84573 at Page 289 as recorded in the Recorder Office of Utah County.

In the event any public utility is unable to use the Rights of Way, or alternative Rights of Way are determined by the Parties to provide greater mutual benefit, the LESSOR hereby agrees to grant an additional or alternative right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE. In such event, LESSEE shall execute the appropriate documents to reconvey or relinquish those Rights of Way previously given in conjunction with establishment of any new Rights of Way.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". All costs for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. Commencement Date. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined). The Agreement shall commence based upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the

"Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date. LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after a written acknowledgement confirming the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and the written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. Initial Rental Rates. Rental payments shall commence and be due at a total annual rental of Thirteen-thousand Two-hundred Dollars (\$13,200) to be paid in equal monthly installments on the first day of the month, in advance, to Santaquin City Corporation or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below.

c. Annual Rental Increase Rate. The annual rental amount shall increase at an annual rate of 2%. The increase shall become effective on each annual anniversary of the Commencement Date.

d. Rental Rates for Co-locations. LESSEE shall pay an additional fifty (50) percent of the then current rental rate for each co-location/sublease of the Premises.

e. Documentation. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time

during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. Any notice of termination under this part shall be accompanied by a cash bond, to be held by the LESSOR and in an amount sufficient to assure completion of those items noted in paragraph 14.

5. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual rental for each such additional five (5) year term shall increase in accordance with paragraph 3.c, above. The initial term and all extensions shall be collectively referred to herein as the "Term".

6. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall respectively be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business respectively conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or



partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

7. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

8. PREMISES SCREENING. Screening of the Premises shall be accomplished (i) through installation of a minimum six (6) feet tall security wall consisting of split-face block construction or similar but comparable construction around the perimeter of the Premises at the discretion of LESSEE (not including the access easement), and (ii) installation, at LESSEE's sole expense, of a landscape area as shown in Exhibit C. The masonry wall shall be treated with anti-graffiti coating and shall be maintained by the LESSOR during the Term. Installation of the

landscape area should correspond with future LESSOR improvements to the Property and shall be completed within 30 days of notice to the LESSEE. Upon completion of the landscaping, the LESSOR shall assume responsibility for maintaining the landscaping in accordance with typical industry standards and practices, but the LESSEE shall replace any plant stock which dies within one (1) year of installation.

9. INDEMNIFICATION. Lessee shall indemnify and hold Lessor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of Lessee's use of the Premises, except to the extent such claims or damages may be due to or caused solely by the negligence or willful misconduct of Lessor, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 9, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

- b. LESSEE will maintain at its own cost;
- i. Commercial General Liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.
  - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence.
  - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies and in an amount no less than the Utah Governmental Immunity Acts caps.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 combined single limits for injury to or death of one or more persons in any one occurrence and/or property damage in any one occurrence.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR. Any notice of termination under this part shall be accompanied by a cash bond, to be held by the LESSOR and in an amount sufficient to assure completion of those items noted in paragraph 14.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (including footings to a depth of three feet below grade), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property and Property restoration measures are completed.



15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Premises is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer that part of the Property containing the Premises to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. LESSEE shall notify LESSOR within 15 days of any actions under this part. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises, upon notice to LESSOR. LESSEE acknowledges that it is familiar with Santaquin City Code, §10-6-34.D.3.d, and hereby agrees that it will allow co-locations/subleasing of the Premises for up to three additional carriers in accordance with the Santaquin City Codes pertaining to Telecommunication Facilities. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to

the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Santaquin City Corporation  
275 West Main Street  
Santaquin, UT 84655

LESSEE: Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the

payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting

Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at ten percent (10%) per annum. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

30. CASUALTY. LESSEE shall be responsible to carry sufficient insurance to cover loss in the event of damage by fire or other casualty to the Premises. Such insurance shall include a business interruption endorsement. LESSEE shall be responsible to maintain the Premises and to restore the Premises to reasonable condition in the event of damage by fire or other casualty.

LESSEE shall not be entitled to adjustments of rent during any restoration period associated with damage caused by fire or other casualty to the Premises.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSEE shall promptly repair any damage to the Premises caused by such condemning authority and may seek reimbursement from the condemning authority for costs associated with such repairs.

32. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

33. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises



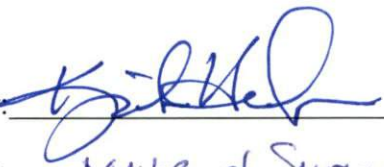
(other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

34. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.


35. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

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

**LESSOR: Santaquin City Corporation**

By:   
Its: MAYOR of Santaquin City  
Date: 9/3/2014

**LESSEE: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless**

By:   
Name: Brian Mecum  
Its: Area Vice President Network  
Date: 12/18/14

**Exhibit "A" (Page 1 of 2)**  
**Legal Description**

Commencing 95 rods North from the Southeast corner of the West half of the Southeast Quarter of Section 2, Township 10 South, Range 1 East, of the Salt Lake Meridian, thence North 39 rods, thence West 13 rods, thence North 3 rods, thence West 10 rods, thence North 20 rods, thence West 57 rods, thence South 73 rods, thence East 49 rods, thence North 11 rods, thence East 31 rods to the place of beginning

EXCEPT: Commencing at a point 157 rods North and 23 rods West from the Southeast corner of the West half of the Southeast Quarter of Section 2, Township 10 South, Range 1 East, of the Salt Lake Meridian, thence running South 20 rods, thence West 3 rods, thence Northwesterly 20 rods, more or less, thence East 10 rods to the place of beginning.

ALSO LESS AND EXCEPTING: Beginning at a fence corner that is East 1052.23 feet and North 1571.72 feet from the South Quarter of Section 2, Township 10 South, Range 1 East, Salt Lake Base and Meridian, thence North  $01^{\circ}14'59''$  East 32.37 feet, thence South  $89^{\circ}37'30''$  East 247.20 feet, thence South  $04^{\circ}51'12''$  East 34.10 feet, thence West 250.88 feet to the point of beginning.

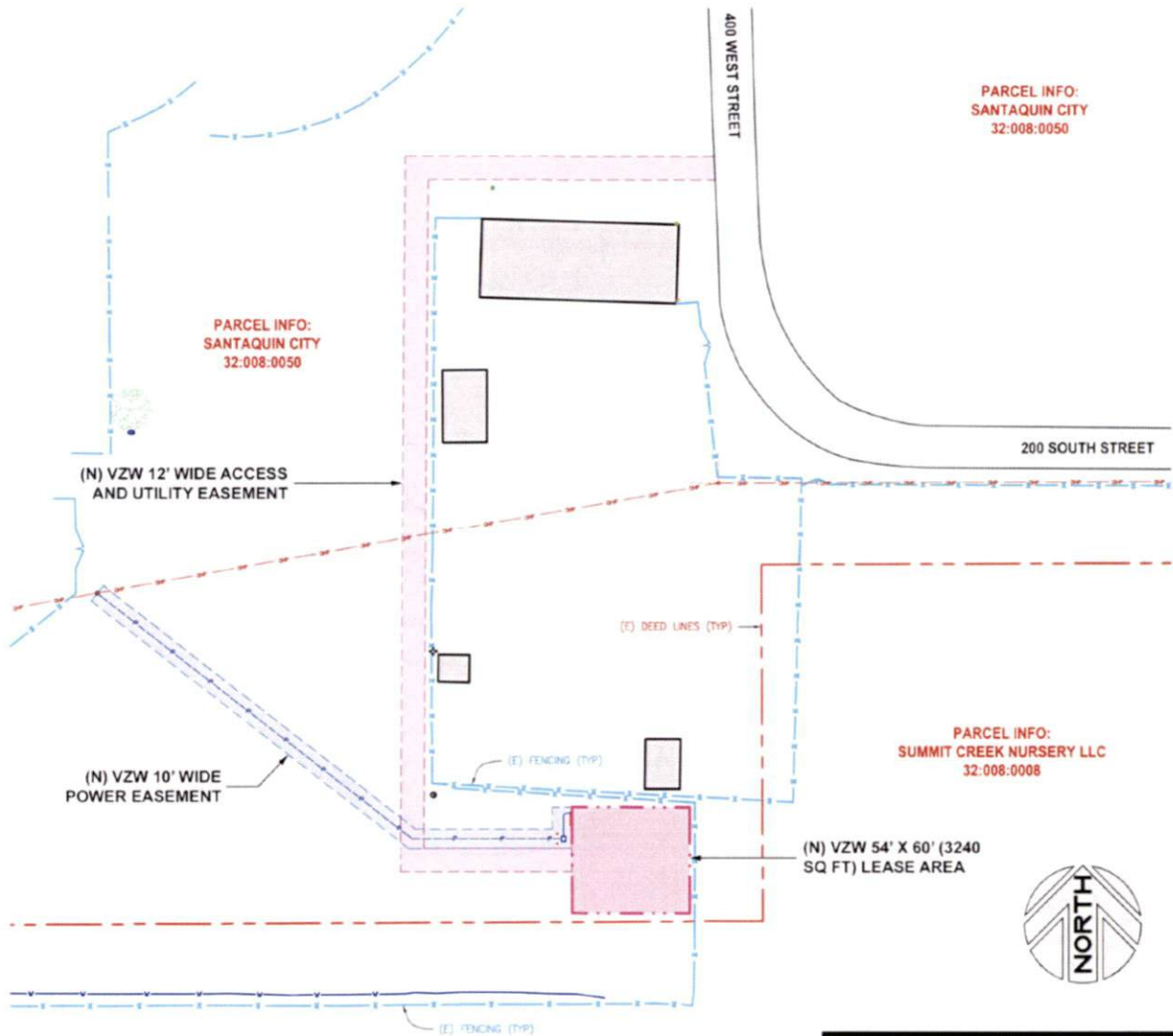
ALSO LESS AND EXCEPTING those portions conveyed in that certain Fence Line Agreement recorded May 7, 1982, as Entry No. 11483, in Book 1979, Page 585, of Official Records.

ALSO LESS AND EXCEPTING: Beginning at a point on the South line of 100 South Street, Santaquin, Utah County, Utah, said point of beginning being North  $89^{\circ}12'08''$  East along the Quarter Section line 2659.49 feet and South  $00^{\circ}07'17''$  East along a fence line extended 67.56 feet from the West Quarter corner of Section 2, Township 10 South, Range 1 East, Salt Lake Base and Meridian, thence North  $89^{\circ}53'20''$  East along a fence on the South boundary of 100 South Street 733.14 feet, thence South  $03^{\circ}36'47''$  East 569.05 feet, thence South  $89^{\circ}53'20''$  West 767.79 feet to a fence and fence remnant, thence North  $00^{\circ}07'17''$  West along said fence and remnants 567.99 feet to the point of beginning.

ALSO LESS AND EXCEPTING: Commencing at the Northwest corner of the Southeast Quarter of Section 2, Township 10 South, Range 1 East, Salt Lake Meridian, thence South 1 chain, thence East 16.75 chains, thence North 1 chain, thence West 16.75 chains to beginning.

Tax ID: 32-008-0050

**Exhibit "A" (Page 2 of 2)**



**REFERENCE HEREIN TO "VZW" OR "VERIZON WIRELESS" SHALL MEAN LESSEE.**

**VERIZON WIRELESS LEASE SITE DESCRIPTION:**  
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 89°48'25" WEST 1948.11 FEET ALONG SECTION LINE AND NORTH 1389.88 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°03'28" EAST 54.00 FEET; THENCE SOUTH 89°56'32" EAST 60.00 FEET; THENCE SOUTH 00°03'28" WEST 54.00 FEET; THENCE NORTH 89°56'32" WEST 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3240 SQ. FT. OR 0.074 ACRES, MORE OR LESS, (AS DESCRIBED).

**VERIZON WIRELESS ACCESS AND UTILITY EASEMENT DESCRIPTION:**  
 A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS, AND INSTALLING UNDERGROUND UTILITIES, BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT LOCATED SOUTH 89°48'25" WEST 1948.09 FEET ALONG SECTION LINE AND NORTH 1416.98 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°56'32" WEST 82.09 FEET; THENCE NORTH 00°22'20" EAST 352.80 FEET; THENCE SOUTH 89°56'32" EAST 152.81 FEET, MORE OR LESS, TO THE WEST RIGHT-OF-WAY LINE OF 400 WEST STREET AND TERMINATING.

CONTAINS: 0.162 ACRES, MORE OR LESS, (AS DESCRIBED).

**VERIZON WIRELESS / ROCKY MOUNTAIN POWER UTILITY EASEMENT DESCRIPTION:**  
 A 10 FOOT WIDE UTILITY EASEMENT FOR THE PURPOSE OF INSTALLING UNDERGROUND UTILITIES, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT LOCATED SOUTH 89°48'25" WEST 1953.06 FEET ALONG SECTION LINE AND NORTH 1444.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 10 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°03'28" WEST 18.00 FEET, (PARALLEL TO AND 5 FEET PERPENDICULARLY DISTANT FROM THE VZW LEASE AREA); THENCE NORTH 89°56'32" WEST 77.03 FEET; THENCE NORTH 52°14'14" WEST 204.30 FEET, MORE OR LESS, TO AN EXISTING POWER POLE AND TERMINATING.

CONTAINS: 0.088 ACRES, MORE OR LESS, (AS DESCRIBED).

FILED FOR RECORD AT REQUEST OF  
AND WHEN RECORDED RETURN TO:  
Davis Wright Tremaine LLP  
Attn: C. Eng  
777 108<sup>th</sup> Avenue NE, Suite 2300  
Bellevue, WA 98004-5149

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Space above this line is for Recorder's use.

**Memorandum of Land Lease Agreement**

Lessor: Santaquin City Corporation

Lessee: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Legal Description: County of Utah, State of Utah  
**Official legal description as Exhibit A**

APN #: 32-008-0050



MEMORANDUM OF LAND LEASE AGREEMENT

THIS MEMORANDUM OF LAND LEASE AGREEMENT evidences that a Land Lease Agreement ("Lease") was entered into as of December 18, 2014, 2014, by and between Santaquin City Corporation ("Lessor"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Lessee"), for the lease of that certain real property located at 140 South 400 West, Santaquin, Utah County, Utah 84655, within the property of Lessor which is described in Exhibit "A" attached hereto ("Legal Description"), together with a right of access and to install and maintain utilities, for an initial term of five (5) years commencing as provided for in the Lease, which term is subject to Lessee's rights to extend the term of the Lease as provided in the Lease.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum of Land Lease Agreement as of the day and year last below written.

LESSOR: Santaquin City Corporation

By: [Signature]  
Name: Kirk F. Hunsaker  
Title: Mayor  
Date: 10/6/2014



LESSEE: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: [Signature]  
Brian Mecum  
Area Vice President Network  
Date: 12/18/14

Exhibit A – Legal Description



ENT 2384:2015 PG 1 of 4  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2015 Jan 13 9:30 am FEE 20.00 BY ED  
RECORDED FOR SANTAQUIN CITY CORPORATION

LESSOR ACKNOWLEDGEMENT

STATE OF )  
 ) ss.  
COUNTY OF )

On this 6 day of October, 2014, before me, a Notary Public in and for the State of Utah, personally appeared Kirk F Hunsaker, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He She was authorized to execute the instrument, and acknowledged it as the Mayor of Santaquin City Corporation, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Susan B. Farnsworth  
NOTARY PUBLIC in and for the State of UT,  
residing at 275W Main, Santaquin UT  
My appointment expires 11/29/17  
Print Name Susan B. Farnsworth



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California )  
 ) ss.  
County of Orange )

On December 19, 2014 before me, Ruth L. Concepcion, Notary Public,  
personally appeared Brian Mecum,

who proved to me on the basis of satisfactory evidence to be the person whose name is  
subscribed to the within instrument and acknowledged to me that he executed the same in his  
authorized capacity, and that by his signature on the instrument the person, or the entity upon  
behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public



*Place Notary Seal Above*

**EXHIBIT A**  
**Legal Description**

Commencing 95 rods North from the Southeast corner of the West half of the Southeast Quarter of Section 2, Township 10 South, Range 1 East, of the Salt Lake Meridian, thence North 39 rods, thence West 13 rods, thence North 3 rods, thence West 10 rods, thence North 20 rods, thence West 57 rods, thence South 73 rods, thence East 49 rods, thence North 11 rods, thence East 31 rods to the place of beginning

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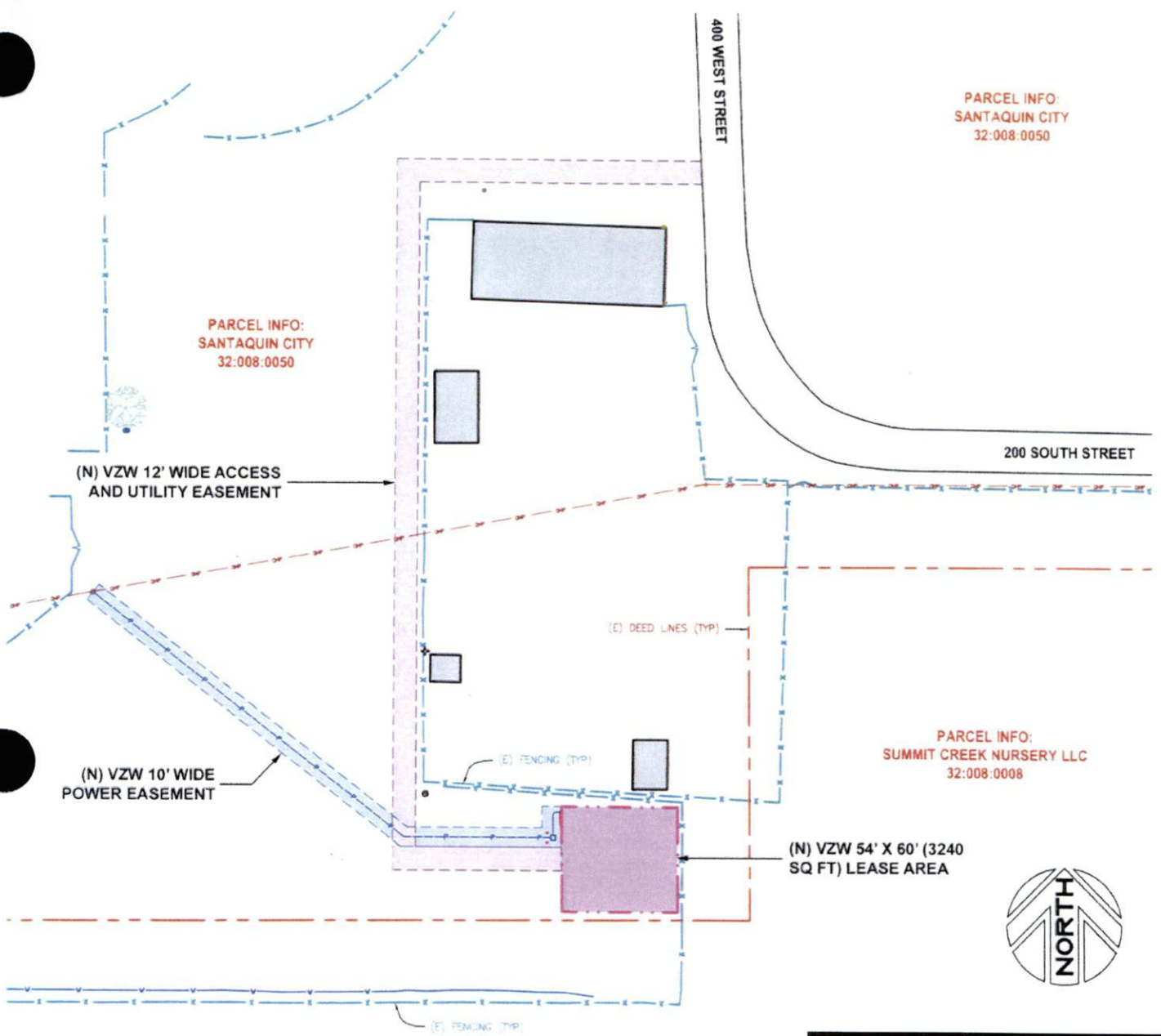
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Tax ID: 32-008-0050

**EXHIBIT A**  
**Legal Description**

*See Attached*

Exhibit "A" of Exhibit "B" of Resolution 09-01-2014



REFERENCE HEREIN TO "VZW" OR "VERIZON WIRELESS" SHALL MEAN LESSEE.

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CONTAINS: 3240 SQ. FT. OR 0.074 ACRES, MORE OR LESS, (AS SHOWN ON PLAT).

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