




RESOLUTION 09-01-2015
ADOPTION OF AN AMENDMENT TO THE CELL TOWER
LEASE AGREEMENT WITH SBA NETWORK SERVICES,
LLC TO EXTEND THE LEASE TERM.


BE IT HEREBY RESOLVED:

SECTION 1: To approve an Amendment to the Cell Tower Lease Agreement with SBA Network Services (See Attached).

SECTION 2: This Resolution shall become effective upon passage.

Approved on the 9th day of September, 2015.


Kirk F. Hunsaker, Mayor


Susan B. Farnsworth, City Recorder



**UNANIMOUS WRITTEN CONSENT
OF THE SHAREHOLDERS AND BOARD OF DIRECTORS OF
CITY OF SANTAQUIN**

The undersigned constitute all of the shareholders and directors of the board of directors of **City of Santaquin, a municipal corporation and political subdivision of the State of Utah** (the "Corporation"). The undersigned hereby consent to, and adopt, the following preamble and resolutions by this instrument in lieu of a formal meeting of the shareholders and board of directors of the Corporation:

WHEREAS, the shareholders and board of directors of the Corporation on the 9 day of September, 2015, duly adopted a resolution for an Amendment to Agreement ("Amendment") on the property described in Exhibit "A" to **SBA 2012 TC Assets, LLC** ("SBA"), to amend the Agreement, dated February 28, 2002, as amended, as evidenced by that certain Memorandum of Agreement recorded September 22, 2009, as Instrument #101626:2009, and ultimately assigned to SBA f/k/a TowerCo Assets LLC, a Delaware limited liability company, successor by merger to Tower Entity 1 LLC, a Delaware limited liability company, pursuant to that certain Assignment and Assumption of Lease recorded January 5, 2009, as Instrument #484:2009, both recordings of the County Recorder's Office of Utah County, Utah, as amended and assigned from time to time ("Agreement") to SBA by and between the Corporation as District and SBA, as SBA.

RESOLVED, that the Corporation shall be and is hereby authorized and directed to grant the Amendment, and in connection therewith Kirk Hunsaker, [Signing Officer] as Mayor [Title] of the Corporation, is hereby authorized, empowered and directed to execute and deliver for, on behalf of, and in the name of the Corporation, the Amendment, and any and all documents in connection with the Agreement as Mayor, [Title] or the signing officer in his/her sole and absolute discretion deems to be in the best interests of the Corporation; and it is

FURTHER RESOLVED, that Kirk Hunsaker [Signing Officer] be and is hereby authorized to execute, in the name and on behalf of this Corporation, to take or cause to be taken, any and all actions necessary to enter into, execute, deliver and perform the Amendment and any and all documents and documentation (all of which are to be in form and substance as the person executing the same may deem necessary or desirable, the execution thereof by Kirk Hunsaker, [Signing Officer] is conclusive evidence of approval of such form and substance by Kirk Hunsaker, [Signing Officer] that may be required or contemplated under the terms of the Agreement and to do any and all things which in his/her discretion he/she may deem to be necessary or appropriate in connection with or in furtherance of the foregoing resolution; and it is

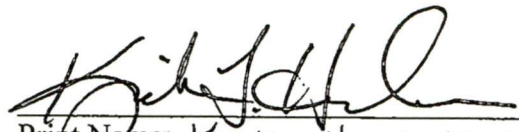
FURTHER RESOLVED, that the signature of Kirk Hunsaker, [Signing Officer] on the Amendment, and any other documents and instruments executed in connection therewith or pursuant thereto shall be conclusive evidence of his/her authority to execute and deliver such instruments or documents.

FURTHER RESOLVED, that all actions previously taken by the Corporation in connection with the Amendment, and the transactions contemplated by the foregoing resolution thereby be, and they hereby are adopted, ratified, confirmed and approved in all respects.

This document may be executed in two or more counterparts, each of which will be deemed an original and together, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned hereby affix their hands and seal effective as of this 9 day of September, 2015.




Print Name: Kirk Hunsaker
Title: Mayor

Print Name:
Title:

Print Name:
Title:

Print Name:
Title:

Print Name:
Title:

EXHIBIT 'A'

SITUATED IN THE COUNTY OF UTAH AND THE STATE OF UTAH AND DESCRIBED AS FOLLOWS:

COMMENCING 95 RODS NORTH FROM SOUTHEAST CORNER OF WEST HALF OF SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 10 SOUTH, RANGE ONE (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 SOUTH EAST CORNER OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 2, TOWNSHIP 10 SOUTH, RANGE ONE (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, TOGETHER WITH 10 SHARES OF THE STOCK IN THE SUMMIT CREEK IRRIGATION AND CANAL COMPANY.

LESS AND EXCEPT LAND CONVEYED TO BOARD OF EDUCATION, NEBO SCHOOL DISTRICT, BY WARRANTY DEED, RECORDED 08/17/1983 IN BOOK 2071, PAGE 257 OF UTAH COUNTY RECORDS AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF 100 SOUTH STREET, SANTAQUIN, UTAH COUNTY, UTAH, SAID POINT OF BEGINNING BEING NORTH 89° 12' 08" EAST ALONG THE QUARTER SECTION LINE 2,659.49 FEET AND SOUTH 00° 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° 53' 20" EAST ALONG A FENCE ON THE SOUTH BOUNDARY OF 100 SOUTH STREET 733.14 FEET; THENCE SOUTH 03° 36' 47" EAST 569.05 FEET; THENCE SOUTH 89° 53' 20" WEST 767.79 FEET TO A FENCE AND FENCE REMNANT; THENCE NORTH 00° 07' 17" WEST ALONG SAID FENCE AND REMNANTS 567.99 FEET TO THE POINT OF BEGINNING. AREA 9.785 ACRES.

ALSO LESS AND EXCEPT LAND CONVEYED TO ELFAWN F. WALL AND RUTH WALL, BY QUIT-CLAIM DEED, RECORDED 11/02/1994 IN BOOK 3561, PAGE 289 AND DESCRIBED AS FOLLOWS:

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°14'59" EAST 32.37 FEET; THENCE SOUTH 89°37'30" EAST 247.20 FEET; THENCE SOUTH 04°51'12" EAST 34.10 FEET; THENCE WEST 250.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 8263 SQUARE FEET OR 0.1897 ACRES

Prepared by: Karen Mello
After recording return to: Khreshmore Spence
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
Ph: 1-800-487-7483 ext. 7795

Parcel ID: 32-008-0050

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT ("Amendment") is executed this 17 day of September, 2015, by and between **CITY OF SANTAQUIN, a municipal corporation and political subdivision of the State of Utah**, having an address at Attn: Benjamin Reeves, City Manager, 275 W. Main Street, Santaquin, UT 84655 ("City") and **SBA 2012 TC ASSETS, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 (formerly referred to as "Qwest" hereinafter referred to as "SBA").

WHEREAS, City and Qwest Wireless, L.L.C., a Delaware limited liability company, entered into that certain Agreement, dated February 28, 2002, as amended, as evidenced by that certain Memorandum of Agreement recorded September 22, 2009, as Instrument #101626:2009, and ultimately assigned to SBA f/k/a TowerCo Assets LLC, a Delaware limited liability company, successor by merger to Tower Entity 1 LLC, a Delaware limited liability company, pursuant to that certain Assignment and Assumption of Lease recorded January 5, 2009, as Instrument #484:2009, both recordings of the County Recorder's Office of Utah County, Utah (collectively, "Lease") for SBA's use of a portion of the real property ("Premises") located at 150 South 400 West, Santaquin, UT 84655 ("Property"), being more particularly described in the attached Exhibit "A"; and

WHEREAS, City and SBA desire and intend to amend and supplement the Lease as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Lease:

1. **Section 1. Term**, of the Lease is hereby amended as follows:

In addition to the Renewal Terms as referenced in the Lease, the Lease is hereby amended to include six (6) additional successive terms of five (5) years (each an "Additional Renewal Term"). Each Additional Renewal Term shall be deemed automatically extended, unless SBA notifies City of its intention not to renew the Lease at least ninety (90) days prior to the commencement of the succeeding Additional Renewal Term. The first Additional Renewal Term shall commence on March 5, 2028 ("Additional Renewal Term Commencement Date"), upon the expiration of the Renewal Term expiring on March 4, 2028.

2. The second sentence of **Section 4. Ownership of Monopole**, of the Lease is hereby amended as follows:

At the expiration of the fifty-five year lease term (as amended), if SBA desires to continue to lease the Premises and use the monopole, the City and SBA may agree to extend this Lease for an additional term or may agree to negotiate a new lease with terms and conditions acceptable to both parties.

3. The fifth (5th) sentence of **Section 5. Assignment; Waiver of Lien**, of the Lease is hereby deleted in its entirety.

4. **Section 6. Notices**, of the Lease is hereby amended as follows:

If to City:

City of Santaquin
Attn: Benjamin Reeves, City Manager
275 W. Main Street
Santaquin, UT 84655

If to SBA:

SBA 2012 TC Assets, LLC
Attn: Site Administration
8051 Congress Avenue
Boca Raton, FL 33487-1307
Re: UT48056-A/Santaquin

5. Upon full execution of this Amendment, SBA shall pay to the City a one-time payment of Five Thousand and no/100 Dollars (\$5,000.00).
6. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Lease.

7. This Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Property is located without regard to principles of conflicts of law.
8. Except as specifically set forth in this Amendment, the Lease is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall take precedence.
9. City acknowledges that the attached Exhibit "A" may be preliminary or incomplete and, accordingly, SBA may replace and substitute such Exhibit with an accurate survey and legal descriptions of the Premises and easements and re-record this Amendment with the approval of the City. Following such re-recording, the descriptions of the Premises and easements described therein shall serve as the descriptions for same for all purposes under the Amendment.
10. City represents and warrants to SBA that the City is the sole owner in fee simple title to the Premises and easements and the City's interest under the Lease and that consent or approval of no other person is necessary for the City to enter into this Amendment.
11. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Amendment.
12. SBA shall have the right to record this Amendment.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

WITNESSES:

CITY:

Susan B Farnsworth

Print Name: Susan B Farnsworth

Shannon Hoffman

Print Name: Shannon Hoffman

CITY OF SANTAQUIN, a municipal corporation and political subdivision of the State of Utah

By: [Signature]

Print Name: Kirk Hunsaker

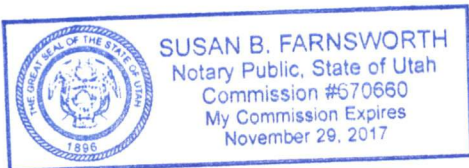
Title: Mayor

STATE OF UTAH
COUNTY OF Utah

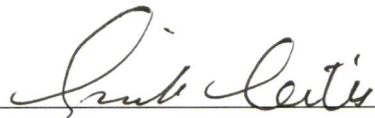
On the 9 day of September, 2015, personally appeared before me, Kirk Hunsaker, who being duly sworn, did say that he/she is the Mayor of City of Santaquin, a municipal corporation and political subdivision of the State of Utah, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Mayor acknowledged to me that said corporation executed the same.

(NOTARY SEAL)

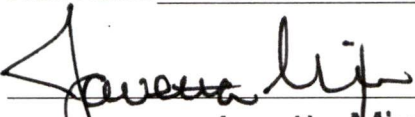
[Signature]
Notary Public



WITNESSES:



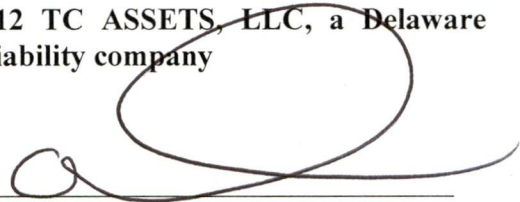
Print Name: Graciela Cortes



Print Name: Javetta Mixon

SBA:

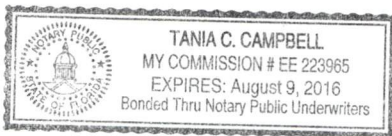
SBA 2012 TC ASSETS, LLC, a Delaware limited liability company



By: Alyssa Houlihan
Vice President, Site Leasing

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on the 17 day of September, 2015, by Alyssa Houlihan, Vice President, Site Leasing of SBA 2012 TC Assets, LLC, a Delaware limited liability company, on behalf of the company and who is personally known to me.



(NOTARY SEAL)



Notary Public

Print Name: TANIA C. CAMPBELL

My Commission Expires: _____

EXHIBIT 'A'

Legal description to be incorporated upon receipt of final survey.

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