

Contract Review and Approval

Contract Title/Description: CROWN CASTLE, CELL TOWER SITE LEASE, 2ND AMENDMENT.

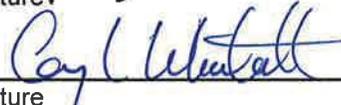
Contractor/Vendor: CROWN CASTLE (STC Five LLC + Global Signal Acquisitions)
Contract Begin Date: 7/1/1997 ; 11/2013.
Contract End Date: 6/30/2017
Account Number: _____
Available Budget: _____
Contract Price: \$8,000 signing this lease part. \$11,500 + % increase Annually.

Approved as to:

Content:  11/5/2013.
Owner / Project Manager (Date)
Form:  11/5/13
City Attorney / Assistant City Attorney (Date)
Budget: N/A
Finance Officer (Date)

Bid Summary Included: Yes N/A

Service Group Authorization:

Department Director:  _____
Name/Signature (Date)
ACM:  11/5/2013
Name/Signature (Date)

Original Received:

City Recorder:  11-6-2013
Name/Signature (Date)

Contract Number: 2013-0129



Crown Castle International Corp.
1220 Augusta Drive, Suite 500
Houston, TX 77057

Tel 713 570.3089
Fax 724 416.4784
www.crowncastle.com

November 26, 2013

City of South Jordan
Atten: Don Tingey
1600 West Town Center Dr.
South Jordan, UT 84095

Site Name: Equestrian Park
Bun: 880587

Ref: Fully Executed Lease Agreement

Hello Mr. Tingey,

Please find enclosed the one fully executed amendment and memorandum for your records. Per the agreed terms, I have also enclosed the signing bonus check in the amount of Ten Thousand Dollars (\$10,000.00). It has been a pleasure working with you. In the event you have any further questions or concerns, please feel free to contact my office.

Thank you for your time and assistance in this process.

Warmest Regards,

Erika C. Thomas
Erika C. Thomas
Senior Transaction Specialist
Crown Castle

**SECOND AMENDMENT TO
SITE LEASE**

THIS SECOND AMENDMENT TO SITE LEASE (the "Second Amendment") is entered into this 14th day of November, 2013, by and between SOUTH JORDAN CITY, a municipal corporation ("Lessor"), having a mailing address of 1600 West Towne Center Drive, South Jordan City, UT 84095 and STC FIVE LLC, a Delaware limited liability company ("Lessee"), by and through its Attorney In Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, Lessor and Lessee's predecessor in interest, Sprint Spectrum L.P., entered into a Site Lease dated July 1, 1997 ("Site Lease") whereby Lessee's predecessor in interest leased certain real property located in Salt Lake County, Utah (the "Site") from Lessor, all located within certain real property owned by Lessor (the "Property"); and

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment, shelters, cabinets, meter boards, utilities, antennas and any related improvements and structures and uses incidental thereto; and

WHEREAS, the Site Lease was amended by that certain First Amendment to Site Lease dated June 28, 2007 (hereinafter the Site Lease, First Amendment to Site Lease and this Second Amendment to Site Lease are collectively referred to as the "Lease");

WHEREAS, STC Five LLC is currently the Lessee under the Lease as successor in interest to the Original Lessee; and

WHEREAS, Lessor and Lessee desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Substitution. The words "Landlord" and "Tenant" used in the Site Lease are hereby replaced and substituted with "Lessor" and "Lessee", respectively.

3. Term. Paragraph 2 of the Lease (and as amended by the First Amendment to Site Lease) is hereby deleted in its entirety and the following is inserted in its place:

The initial term of this Lease shall be for a period of ten (10) years commencing on July 1, 1997 (the "Commencement Date") and expiring on June 30, 2017 (the "Initial Term"). At the conclusion of the Initial Term, Lessee shall be entitled to five (5) extensions of five years each, with the final lease extension expiring on June 30, 2042 (each extension is referred to as a "Renewal Term"). The Initial Term and any Renewal Term shall be collectively referred to as the "Lease Term". The Lease Term shall automatically be extended for each successive Renewal Term provided that Lessee notifies Lessor of its intention to renew at least ninety (90) days prior to the expiration of the then current five year term.

4. Early Termination by Lessor. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, this Lease may be terminated by Lessor commencing January 1, 2033 if Lessor determines in good faith that the Premises are needed by Lessor for public purposes, provided that Lessor has delivered written notice of termination to Lessee not less than twenty-four (24) months prior to the termination date.

5. Consideration. Lessee will pay to Lessor a one-time amount of Ten Thousand and 00/100 Dollars (\$10,000.00) for the full execution of this Second Amendment, within sixty (60) days of the full execution of this Second Amendment (the "Conditional Signing Bonus"). In the event that this Second Amendment (and any applicable memorandum) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Signing Bonus to Lessor.

6. Relocation. Paragraph 8 (b) of the Site Lease is hereby deleted in its entirety and the following is inserted in its place:

b) Lessor will exercise its relocation right under Paragraph (a), above, by (and only by) delivering written notice (the "Relocation Notice") to Lessee. In the Relocation Notice, Lessor will propose an alternate site on Lessor's Property

Relocation Notice, Lessor will propose an alternate site on Lessor's Property to which Lessee may relocate its Antenna Facilities. Lessee will have ninety (90) days from the date it receives the Relocation Notice to evaluate Lessor's proposed relocation site, during which period Lessee will have the right to conduct tests to determine the technological feasibility of the proposed relocation site. If Lessee fails to approve such proposed relocation site in writing within said ninety-day period because it is not technologically feasible for Lessee's use, Lessee will be deemed to have disapproved such proposed relocation site. Lessee's approval of the proposed relocation site will not be unreasonably withheld or delayed. If Lessee disapproves such relocation site, Lessor may thereafter propose another relocation site by notice to Lessee in the manner set forth above. Any relocation site which Lessor and Lessee agree upon in writing shall be referred to hereinafter as the "Agreed Relocation Site". Lessee will have a period of one hundred eighty (180) days after the execution of a written agreement between the parties concerning the location and dimensions of the Agreed Relocation Site to relocate (at Lessee's expense) its Antenna Facilities to the Agreed Relocation Site.

7. The last sentence of Paragraph 3 of the First Amendment to Site Lease (which revised Paragraph 4 of the Site Lease) is hereby deleted in its entirety and the following is inserted in its place.

The annual increase as set forth in Paragraph 4 of the Lease shall resume on July 1, 2008 and terminate effective June 30, 2017. Thereafter, in no event shall any increases be less than three percent (3%) or greater than four percent (4%) of the Rent for the twelve-month (12-month) period immediately preceding the applicable adjustment date.

8. Right of First Refusal. If, during the Initial Term or any Renewal Term of the Lease, Lessor receives an offer from any entity (along with any of its affiliates) that owns and operates towers or other facilities for wireless telecommunications or any entity that is in the business of acquiring Lessor's interest in the Lease and said entity desires to acquire any of the following interests in all or a portion of the Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, or (iv) any or all portions of Lessor's interest in this Lease including but not limited to the Rent or revenue derived herefrom, whether separately or as part of the sale, transfer, grant, assignment, lease or encumbrance of Lessor's Property or other interest in the Lease, Lessor shall provide written notice to Lessee no later than thirty (30) days prior to Lessor accepting said offer.

9. Ratification.

a) Lessor and Lessee agree that Lessee is the current Lessee under the Lease, the Lease is in full force and effect, as amended herein, and the Lease contains the entire agreement between Lessor and Lessee with respect to the Site.

b) Lessor agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this Second Amendment are approved and ratified and that no breaches or defaults exist as of the date of this Second Amendment.

c) Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this Second Amendment and to perform all of its obligations under the Lease as amended.

10. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in the rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

11. Remainder of Lease Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Lease remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Second Amendment and the Site Lease, (and as amended by the First Amendment to Site Lease), the terms of this Second Amendment shall control. This Second Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Signature pages follow]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Second Amendment to be executed as of the date first written above.

LESSOR:
SOUTH JORDAN CITY, a municipal corporation

Approved as to form:

[Signature]
Assistant City Attorney

By: [Signature]

Print Name: Gray L. Whatcott

Title: Assistant City Manager

STATE OF Utah)
) ss:
COUNTY OF Salt Lake)

On November 5, 2013 before me, Melanie Edwards (here insert name of the officer), Notary Public, personally appeared Gray L. Whatcott, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



[Signature]
Signature of Notary Public

[Lessee Execution Page Follows]

LESSEE:

STC FIVE LLC, a Delaware limited liability company

By: Global Signal Acquisitions II LLC, a Delaware limited liability company
Its: Attorney In Fact

By: *Lisa A. Sedgwick*

Print Name: Lisa A. Sedgwick
RET Manager

Title: _____

STATE OF TEXAS

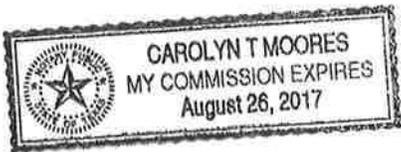
)
) ss:
)

COUNTY OF HARRIS

On November 19th, 2013 before me, Carolyn T. Moores (here insert name of the officer), Notary Public, personally appeared Lisa A. Sedgwick who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Carolyn T Moores
Signature of Notary Public

WHEN RECORDED RETURN TO:

Prepared by:
Shustak & Partners, P.C.
401 West "A" Street, Suite 2330
San Diego, CA 92101

Space above this line for Recorder's Use

P.N. 27-15-376-015-0000

**Prior recorded document(s) in Salt Lake County, Utah:
Recorded on October 13, 2005 at #9521472**

**MEMORANDUM OF SECOND AMENDMENT TO
SITE LEASE**

This Memorandum of Second Amendment to Site Lease is made effective this 19th day of November, 2013 by and between SOUTH JORDAN CITY, a municipal corporation ("Lessor"), having a mailing address of 1600 West Towne Center Drive, South Jordan City, UT 84095 and STC Five LLC, a Delaware limited liability company ("Lessee"), by and through its Attorney In Fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

1. Lessor and Lessee's predecessor in interest, Sprint Spectrum L.P., entered into a Site Lease dated July 1, 1997 ("Lease") whereby Lessee's predecessor in interest leased certain real property located in Salt Lake County, Utah (the "Site") from Lessor, all located within certain real property owned by Lessor (the "Property"). Lessor's Property, of which the Site is a part, is more particularly described on Exhibit A attached hereto.

2. The Site Lease was amended by that certain First Amendment to Site Lease dated June 28, 2007.

3. STC Five LLC is currently the Lessee under the Lease as successor in interest to the Original Lessee.

4. The Agreement, as amended by the First Amendment, commenced on July 1, 1997 and expires on June 30, 2017.

5. Lessor and Lessee have entered into a Second Amendment to Site Lease (the "Second Amendment"), of which this is a Memorandum, providing for additional renewal terms of five years each. Pursuant to the Second Amendment, the final renewal term expires on June 30, 2042.

6. The terms, covenants and provisions of the Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

7. This Memorandum does not contain the social security number of any person.

8. A copy of the Second Amendment is on file with Lessor and Lessee.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

LESSOR:
SOUTH JORDAN CITY, a municipal corporation

Approved as to form:

Robert J. [Signature]
Assistant City Attorney

By: *Gayle Whitcott*

Print Name: Gayle L. Whitcott

Title: Assistant City Manager

STATE OF Utah

COUNTY OF Salt Lake

)
) ss:
)

On November 5, 2013 before me, Melanie Edwards (here insert name of the officer), Notary Public, personally appeared Gayle L. Whitcott, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Melanie Edwards
Signature of Notary Public

[Lessee Execution Page Follows]

LESSEE:

STC FIVE LLC, a Delaware limited liability company

By: Global Signal Acquisitions II LLC, a Delaware limited liability company
Its: Attorney In Fact

By: *Lisa A. Sedgwick*

Print Name: Lisa A. Sedgwick
RET Manager

Title: _____

STATE OF TEXAS
COUNTY OF HARRIS

)
) ss:
)

On November 19th, 2013 before me, Carolyn T. Moores (here insert name of the officer), Notary Public, personally appeared Lisa A Sedgwick who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Carolyn T Moores
Signature of Notary Public

EXHIBIT A
(Legal Description of Lessor's Property)

All of that certain parcel or tract of land situated in the Southwest one quarter of Section 15, Township 3 South, Range 1 West of the Salt Lake Base and Meridian, at South Jordan, Salt Lake County, Utah; said parcel being a portion of that certain parcel or tract of land known as the South Jordan City Municipal Park as conveyed to Municipal Building Authority of the City of South Jordan by Quit Claim Deed on August 25, 1994 as Entry No. 5907376 in Book 7007 at Page 1128 and 1129 of the Salt Lake County Recorder's Office, described as follows:

Beginning at a point on the Grantor's land which is North $56^{\circ} 05' 27''$ West 1579.49 feet from the South one quarter (South 1/4 Corner) of said Section 15, Township 3 South, Range 1 West of the Salt Lake Base and Meridian; said point of beginning being the Southwest corner of the proposed Repeater site; and running thence North $00^{\circ} 37' 19''$ East 30.00 feet to Northwest corner of said site; thence South $89^{\circ} 22' 41''$ East 30.00 feet to the Northeast corner of said site; thence South $00^{\circ} 37' 19''$ West 30.00 feet to the Southeast corner of said site; thence North $89^{\circ} 22' 41''$ West 30.00 feet to the point of beginning and containing 900.0 square feet or 0.021 of an acre.

Together with all rights of ingress and egress to the above described site over and across the existing roads within the park.