

City Council Staff Report

August 5, 2015

Applicant: Global Signal
Acquisitions IV LLC
Prepared by: Cory Branch
Public Hearing: No

REQUEST

To consider approval authorizing the Mayor to sign an amendment to an existing Easement Agreement with Global Signal Acquisitions IV LLC for the expansion of an existing tower site compound located generally at the southeast corner of Maple and Main Street.

BACKGROUND AND PROJECT DESCRIPTION

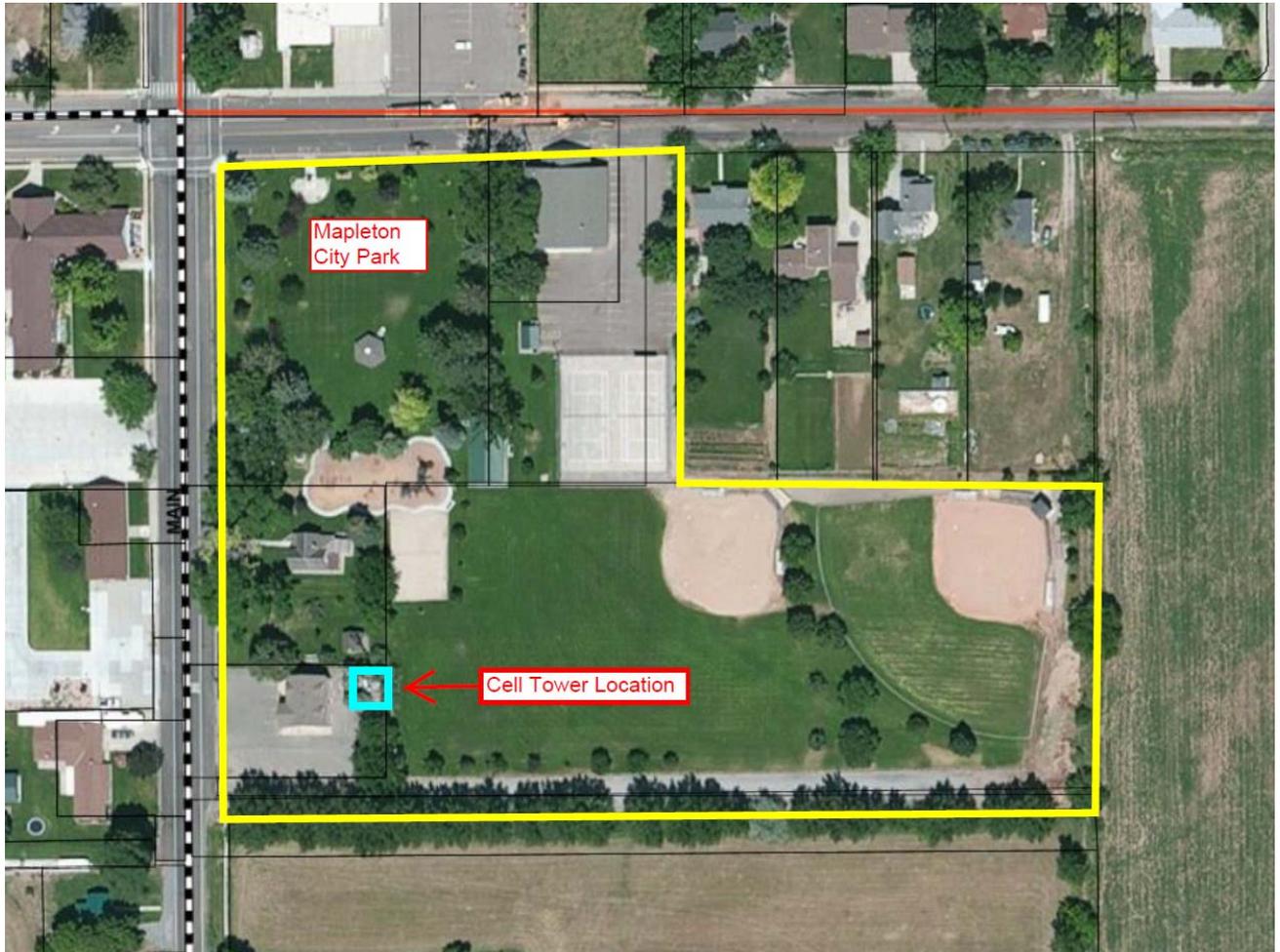
1. On December 15, 2006 Mapleton City entered into an Easement Agreement with Global Signal Acquisitions IV LLC (“Applicant”) regarding the construction of a monopole cell tower and equipment compound. (see attached Original Easement Agreement)
2. The “Applicant” is requesting to amend the Easement Agreement in order to allow a new wireless provider to collocate onto the existing monopole. (see attached First Amendment to Easement)
3. The “Applicant” is proposing a onetime payment as a valuable consideration for the Easement.
4. Staff promotes the idea of wireless providers collocating on existing facilities.

STAFF RECOMMENDATION

Staff recommends approval of the proposed Easement Agreement.

ATTACHMENTS

1. Original Easement Agreement
2. Proposed Easement Agreement



32
11.
This instrument prepared by
and after recording return to:
Legal Department Attn:
Global Signal Acquisitions IV LLC.
301 North Cattlemen Rd. Suite 300
Sarasota, Florida 34232

Site: 3025620 Mapleton City Park

ENT 169519:2006 PG 1 of 11
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Dec 15 3:43 pm FEE 32.00 BY SS
RECORDED FOR LAND AMERICA

EASEMENT

THIS EASEMENT (this "Easement") is made this 28 day of September 2006, by and between **Mapleton City Corporation, a Municipal Corporation** who took title as Mapleton Town ("Grantor"), whose address is 125 West 400 North, Mapleton, UT 84664 and **Global Signal Acquisitions IV LLC**, a Delaware limited liability company ("Grantee"), whose address is 301 North Cattlemen Road, Suite 300, Sarasota, Florida 34232.

Recitals

Grantor is the owner of the real property described in **Exhibit A** attached hereto (the "Grantor Property"). Grantor agrees to grant the easement described below for the purposes consistent with the ownership, location and operation of one or more communications towers in accordance with the provisions described below.

Terms

In consideration of the premises, the sum of \$10.00, and other good and valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor for itself, its successors and assigns, hereby grants and conveys unto Grantee, its lessees, licensees, successors and assigns a fully paid exclusive, **37-year** easement on, over, across and through the portion of the Grantor Property described in **Exhibit B** attached hereto (the "Tower Area") together with a fully paid nonexclusive **37-year** easement over the portion of the Grantor Property described in **Exhibit C** (the "Access and (Guy and/or Utility) Areas") for all purposes consistent with the ownership, location and operation of communications towers, including but not limited to erecting, installing, operating, maintaining, repairing, replacing, rebuilding, altering, inspecting, improving, and removing communications towers, tower guy wires, guy wire anchors, guy stubs, ground connections, buildings, equipment, equipment shelters and other ancillary structures, and all fixtures, attachments, equipment and accessories related thereto, and for ingress and egress and utility access for the same, and all other related general and miscellaneous uses.

2. Use. The Tower Area shall be used for the purpose of, without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment, including leasing, subleasing, and licensing space thereon to third parties. Grantee may make any improvement, alteration or modifications to the Tower Area and Access and (Guy and/or Utility) Areas as are deemed appropriate by Grantee, in its discretion. At all times during the Term of the Easement, Grantee shall have the right to use, and shall have free access to, the Tower Area and Access and (Guy and/or Utility) Areas seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the exclusive right to lease, sublease, license, or sublicense any radio/communications tower or any other structure or equipment on the Tower Area and Access and (Guy and/or Utility) Areas, and shall also have the exclusive right to lease or sublease to third parties any portion of the Tower Area and Access and (Guy and/or Utility) Areas, itself, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Easement. Grantee and its customers shall have the right to erect, install, maintain, and operate on the Tower Area and Access and (Guy and/or Utility) Areas such equipment, structures, fixtures, signs, and personal property as Grantee may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Tower Area, shall not be deemed to be part of the Tower Area, but shall remain the property of Grantee or its customers, as applicable. At any time,

10909783

By: (Initials) _____ Date 1/1 Doc Type E
BUN: 880607 Lease/Lic 142531

Grantee or its customers shall have the right to remove their equipment, structures, fixtures, signs, and personal property from the Tower Area and Access and (Guy and/or Utility) Areas.

3. Duration. The duration of the Easement granted herein (the "Term") shall be for a term of 37 years, unless Grantee provides written, recordable notice of its intent to terminate this Easement, in which event this Easement shall terminate upon Grantee's recordation of any such notice.

4. Easement Consideration. Grantor hereby acknowledges the receipt, in advance, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the term of this Easement.

5. Assignment. Grantee may assign its rights hereunder in whole or in part to any person or entity without notice to or consent from Grantor. After delivery by Grantee to Grantor of an instrument of assumption by an assignee that assumes all of the obligations of Grantee under this Easement, Grantee will be relieved of all liability hereunder.

6. Warranties and Agreements.

(a) Grantor represents and warrants that it is the owner in fee simple of the Grantor Property, free and clear of all liens and encumbrances, and that it alone has full right to grant the Easements. Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the easement rights without any hindrance, molestation or ejection by Grantor, its successors or assigns, or those claiming through them. Grantor shall have no right to use or permit to be used the Grantor Property in any manner that is inconsistent with Grantee's rights hereunder. Grantor hereby covenants and represents that with respect to the Tower Area and Access and (Guy and/or Utility) Areas: (i) there currently exist no leases, subleases, licenses, management agreements, concessions or other agreements, written or oral, granting to any party or parties the right of use, management, or occupancy of any portion of the Tower Area and Access and (Guy and/or Utility) Areas, other than leases disclosed to Grantee in writing; (ii) there are no outstanding options or rights of first refusal to purchase the Grantor Property or any portion thereof or interest therein; and (iii) there are no parties (other than Grantor and lessees disclosed to Grantee in writing) in possession of the Tower Area and Access and (Guy and/or Utility) Areas.

(b) Grantor shall not cause or permit the construction of radio or communications towers on the Grantor Property or on any other property of Grantor adjacent to or in the immediate vicinity of the Grantor Property, except for towers constructed by Grantee, its successors and assigns.

(c) Grantor shall promptly pay all real estate taxes and assessments against the Grantor Property when due and shall avoid any delinquencies with respect thereto. If Grantor fails to make any such payments Grantee may (without obligation), after providing ten (10) days written notice to Grantor, make such payment or perform such obligation on behalf of Grantor. The full amount of any payments so made or costs so incurred by Grantee (including any attorneys' fees incurred in connection with Grantee performing such obligation) shall be paid by Grantor to Grantee with interest at the statutory rate thereon.

(d) Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Tower Area or cause any tower on the Tower Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it may not, and shall not, subdivide any master tract of which the Grantor Property is a part without first seeking Grantee's written approval, which approval shall not be unreasonably withheld. Grantee's consent may be withheld if any such subdivision will adversely affect the Tower Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects Grantee's ability to utilize the Grantor Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of the Grantor Property or any property of Grantor contiguous to, surrounding, or in the vicinity of the Grantor Property, or impose or consent to any other restriction that would prevent or limit Grantee from using the Grantor Property for the uses intended by Grantee.

(e) Grantor shall cooperate with Grantee in any effort by Grantee to obtain certificates, permits, licenses, and other approvals that may be required by any governmental authorities. Grantor agrees to execute any necessary applications, consents or other documents as reasonably necessary for Grantee to apply for and obtain the proper zoning approvals required to use and maintain the Grantor Property as a communications tower site.

(f) Grantor has complied with all environmental, health, and safety laws with respect to the Grantor Property, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Grantor or regarding the Grantor Property alleging any failure so to comply. Without limiting the generality of the preceding sentence, Grantor and the Grantor Property are in compliance with all environmental, health, and safety laws. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Grantor Property by Grantor or, to the knowledge of Grantor, by any prior owner or user of the Grantor Property. To the knowledge of Grantor, there has been no release of or contamination by hazardous materials on the Grantor Property.

(g) Grantor has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Grantor Property to existing highways and roads, or to sewer or other utility services serving the Grantor Property. The Grantor Property abuts on and has direct vehicular access to a public road, or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the parcel of real property, and access to the property is provided by paved public right-of-way with adequate curb cuts available.

7. Non-Disturbance. During the Term of the Easement, Grantor will not grant any other easement, ground lease, or other similar interest upon or within any property including or adjacent to the Grantor Property, for any of the uses contemplated herein, and Grantor will not grant any other easement or ground lease to any party if such easement or ground lease would in any way effect or interfere with Grantee's radio/communications equipment and/or antennas.

8. Signal Blockage and/or Transmission Interruption. Grantee is utilizing the Grantor Property for the purpose of transmitting and receiving telecommunication signals to and from the Grantor Property. Grantee and Grantor recognize that the purpose behind the Easement would be frustrated if the telecommunication signals were partially or totally blocked or if an obstruction were built that would cause interference with such transmission. Grantor, its successors and assigns, shall use its best efforts to prevent the occurrence of any of the foregoing upon or within any property owned by, or otherwise under the control of Grantor, and shall promptly undertake any remedial action necessary to do so.

9. Notice and Payments. Any notice, document or payment required or permitted to be delivered or remitted hereunder or by law shall be deemed to be delivered or remitted, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed to the parties hereto at the respective addresses set out below, or at such other address as they shall have theretofore specified by written notice delivered in accordance herewith:

Grantor:	Mapleton City Corporation 125 West 400 North Mapleton, UT 84664 Attn: Bob Bradshaw, City Manager Phone No.: (801) 489-5655 / Extension 104
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Grantee:	Global Signal Acquisitions IV LLC 301 N. Cattlemen Road, Suite 300 Sarasota, FL 34232 Attention: Legal Department Phone No.: (941) 364-8886 Fax No: (941) 364-8761
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10. Force Majeure. The time for performance by either party of any term, provision, or covenant of this Easement shall be deemed extended by the time lost due to delays resulting from acts of God, strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, lack of access to required utilities, and any other cause not within the control of either party, as the case may be.

11. Indemnities. Grantor hereby indemnifies, holds harmless, and agrees to defend Grantee, and its officers, directors, shareholders, agents, employees, and attorneys, for, from, and against all damages asserted against or incurred by any of them by reason of, or resulting from: (i) the invalidity of, or a breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein, (ii) any act or omission of Grantor, its agents, guests, licensees, and/or invitees, (iii) Grantor's authorized or unauthorized use of the Grantor Property, if any, or any property adjacent to the Grantor Property. Grantee hereby indemnifies, holds harmless, and agrees to defend Grantor, and, if applicable, Grantor's officers, directors, shareholders, agents, employees, and attorneys, for, from, and against all damages asserted against or incurred by any of them by reason of, or resulting from: (i) the invalidity of, or a breach by Grantee of any representation, warranty, or covenant of Grantee contained herein, (ii) Grantee's occupation and use of the Grantor Property, provided that any such claim, damage, loss, or expense is caused in whole or in part by any negligent act or omission of the Grantee, its agents, guests, and/or invitees.

12. Governing Law/Remedies. This Easement, and the rights and obligations of the parties hereto, shall be governed by the law of the State where the Grantor Property is located. Grantor and Grantee shall be entitled to exercise any and all remedies available either at law or in equity, and the prevailing party shall have the right to recover damages and reasonable attorneys' fees and costs in connection with any legal proceeding arising from or based on this Easement, including appeal. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment. Furthermore, Grantor acknowledges that a refusal by Grantor to consummate the transactions contemplated hereby will cause irrevocable harm to Grantee for which there may be no adequate remedy at law and for which the ascertainment of damages would be difficult. Therefore, Grantee shall be entitled, in addition to and without having to prove the inadequacy of other remedies at law, to specific performance of this Easement, as well as injunctive relief, without being required to post bond or other security.

13. Insurance. During the Term of the Easement, Grantee shall carry, at no cost to Grantor, adequate comprehensive liability insurance with limits of not less than \$1,000,000.00. Grantor hereby agrees that Grantee may satisfy this requirement pursuant to master policies of insurance covering other locations of Grantee. Grantee shall provide evidence of such insurance to Grantor upon request.

14. Condemnation. If all of the Grantor Property (or if less than all, but Grantee reasonably determines that the remaining portion cannot be operated for the intended purposes), shall be acquired by the right of condemnation or eminent domain for any public or quasi public use or purpose, or sold to a condemning authority under threat of condemnation, then the Term of the Easement shall cease and terminate as of the date of title vesting in such proceeding (or sale). In the event of any condemnation, taking, or sale, whether in whole or part, Grantee and Grantor shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed. Termination of this Easement shall not affect the right of the parties to such awards.

15. Taxes. During the Term of the Easement, Grantee shall pay all real and personal property taxes attributable to the Tower Area. Notwithstanding anything contained herein to the contrary, Grantee's obligation to pay such taxes is conditioned upon Grantor first causing the Tower Area to be separately assessed for tax purposes, if the Tower Area is not already separately assessed. In connection therewith, Grantor shall direct the applicable tax authority to submit the appropriate bill/invoice therefore directly to Grantee at the address identified herein. Beginning on the date the Tower Area is separately assessed for tax purposes, and continuing thereafter during the Term of the Easement, Grantee shall be responsible for all real and personal property taxes attributable to the Tower Area upon receipt of the appropriate bill/invoice.

16. Assignment of Ground Lease. Grantor and Grantee hereby recognize and agree that there is a certain PCS Site Agreement between Grantor and Sprint Spectrum, L.P., dated August 15, 1996. Grantor represents and warrants that (i) there are no existing defaults, events of default or events, occurrences, or acts that, with the giving of notice or lapse of time or both, would constitute a default by either Grantor or Lessee under the Ground Lease; and (ii) the monthly rent and all other sums due under the Ground Lease are fully paid and current. The parties hereto have executed an Assignment of Ground Lease contemporaneously with the execution of this Easement.

17. Other Utility Easement. To the extent that any public utility benefits the Tower Area and Access and Utility Area without valid easement, Grantor also grants and conveys unto Grantee, its tenants, licensees, successors, assigns, assignees, and sublessees, full, complete, uninterrupted and unconditional access to and from the Grantor Property, seven days a week, 24 hours a day, over and across the common areas of any other adjacent property now or hereafter owned by Grantor, for, without limitation, ingress and egress to and from the

Grantor Property, as well as the installation, location, and maintenance of overhead and/or underground utility connections, including electric, telephone, gas, water, sewer, and any other utility connection. The rights conferred pursuant to this paragraph may be partially assigned by Grantee to any private or public utility authority to provide utilities to the Grantor Property, or to otherwise further effect this provision.

18. Binding Effect. This Easement shall be binding on and inure to the benefit of the parties hereto and their respective lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, and easements created in this Easement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.

19. Modification. This Easement may not be amended or modified except by a written instrument signed by each of the parties hereto.

20. Non-Waiver. The failure of either party to insist upon compliance by the other party with any obligation, or exercise of any remedy, does not waive the right to do so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults hereunder does not constitute a waiver of any other delinquency or default.

21. Non-Homestead. Grantor hereby warrants and covenants that the Grantor does not reside on or within the Tower Area and Access and (Guy and/or Utility) Areas, nor on any property contiguous therewith.

22. This Easement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

23. This Easement shall be recorded upon the request of the Grantor or Grantee.

24. Holding Over by Grantee. Should Grantee or any assignee, sublessee or licensee of Grantee hold over the Tower Area and Access and (Guy and/or Utility) Areas, or any party thereof after the expiration of the Term, unless otherwise agreed in writing, such holdover shall constitute and be construed as a leasehold tenancy from month-to-month only, but otherwise upon the same terms and conditions set forth herein. Monthly rent shall be determined by the fair market rental value of the Tower Area and Access and (Guy and/or Utility) Areas (at the time of any such holdover), for the purposes of the location of communication towers at that time.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement on the date first written above.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES TO FOLLOW.

Witnesses:

[Signature]
Print Name: ROBERT BRADSHAW

[Signature]
Print Name: CAMILLE BROWN

GRANTOR:
Mapleton City Corporation,
a Municipal Corporation, who took
title as Mapleton Town

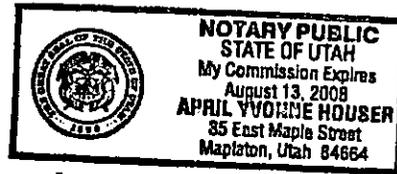
By: [Signature]
Name: H. James Brady
Its: Mayor

STATE OF UTAH
COUNTY OF Utah

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of September, 2006, within in my jurisdiction, the within named Jim Brady who acknowledged that (he) (she) is Mayor of Mapleton City Corporation, a Municipal corporation and that for and on behalf of the said corporation, and as its act and deed (he) (she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do. (He) (She) is personally known to me or has produced _____ (type of identification) as identification.

NOTARIAL SEAL

[Signature]
Name: _____
Notary - State of Utah
My Commission Expires: 8/13/08



Witnesses:

Becky L. Brodkorb
Print Name: Becky L. Brodkorb

JOSEPH P. KUISEK
Print Name: JOSEPH P. KUISEK

GRANTEE:
Global Signal Acquisitions IV LLC,
a Delaware limited liability company

By: _____
Name: _____
As its: Yakin Madhoo
Assistant Treasurer

STATE OF FLORIDA
COUNTY OF SARASOTA

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 22nd day of September, 2006, within my jurisdiction, the within named Yakin Madhoo, who acknowledged that he is Assistant Treasurer of Global Signal Acquisitions IV LLC, a Delaware limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do. He is personally known to me or has produced _____ (type of identification) as identification.

NOTARIAL SEAL



Mary Lou DiMaggio
MY COMMISSION # DD236359 EXPIRES
July 30, 2007

Mary Lou DiMaggio
Name: Mary Lou DiMaggio
Notary - State of Florida
My Commission Expires: 7-30-07

EXHIBIT A

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GRANTOR PROPERTY

The following described tract of land in Utah County, State of Utah:

Beginning at the Northwest corner of the Northwest quarter of Section 14, Township 8 South of Range 3 East of the Salt Lake Base and Meridian; thence East 16-1/3 rods; thence South 19 rods, 14.00 feet; thence West 16-1/3 rods; thence North 19 rods and 14.00 feet to the place of beginning. Area 2 acres.

AND BEING the same property conveyed to Mapleton Town from Evaline Bird by Warranty Deed dated April 27, 1940 and recorded July 16, 1940 in Deed Book Page 335-265.

Tax Parcel No. 26-071-0048

A 750 square foot area surrounding a tower and equipment built pursuant to the Ground Lease lying entirely within the property described in Exhibit A and being more particularly described as follows:

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, MAPLETON CITY, UTAH COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 00°28'21" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, 487.11 FEET; THENCE NORTH 89°36'16" EAST, 143.59 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 90°00'00" EAST, 30.00 FEET; THENCE SOUTH 00°00'00" EAST, 25.00 FEET; THENCE NORTH 90°00'00" WEST, 30.00 FEET; THENCE NORTH 00°00'00" EAST, 25.00 FEET TO THE **POINT OF BEGINNING**.

THIS PARCEL CONTAINS 0.02 ACRES OR 750 SQUARE FEET MORE OR LESS.

EXHIBIT C - ACCESS AND (GUY AND/OR UTILITY) AREAS

16' Access and Utility Easement:

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BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, MAPLETON CITY, UTAH COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 14; THENCE SOUTH 00°28'21" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14, 518.75 FEET; THENCE NORTH 89°57'56" EAST, 33.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT ALSO BEING ON THE EASTERLY LINE OF MAIN STREET; THENCE CONTINUING NORTH 89°57'56" EAST, 36.88 FEET; THENCE SOUTH 00°02'04" EAST, 33.86 FEET; THENCE NORTH 89°57'56" EAST, 81.73 FEET; THENCE NORTH 00°02'04" WEST, 41.40 FEET TO THE SOUTHERLY LINE OF EXCLUSIVE PERPETUAL EASEMENT; THENCE NORTH 90°00'00" EAST, ALONG SAID SOUTHERLY LINE, 16.00 FEET; THENCE DEPARTING SAID SOUTHERLY LINE NORTH 00°02'04" WEST, 57.39 FEET; THENCE SOUTH 89°57'56" WEST, 113.73 FEET; THENCE NORTH 00°02'04" WEST, 33.86 FEET; THENCE SOUTH 89°57'56" WEST, 20.76 FEET TO THE EASTERLY LINE OF SAID MAIN STREET; THENCE NORTH 00°28'21" WEST, ALONG SAID EASTERLY LINE, 16.00 FEET TO THE **POINT OF BEGINNING**.

THIS PARCEL CONTAINS 0.08 ACRES OR 3,357 SQUARE FEET MORE OR LESS.

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This instrument was prepared by:
Legal Department
Global Signal Acquisitions IV LLC
301 N. Cattlemen Road #300
Sarasota FL 34232

Return to:

Crown Castle/West Area
5350 North 48th Street, Suite 305
Chandler, AZ 85226
Attn: Craig Chagnon, Real Estate Specialist

Prepared by:

Busch Law Firm PLLC
25025 SE Klahanie Blvd
F203
Issaquah, WA 98029

(Space Above This Line For Recorder's Use Only)

APN (Tax Id.): 26-071-0048

Site Name: Mapleton City Park
Business Unit #: BU880607
State: Utah
County: Salt Lake City
Prior Related Recorded Document: December 15, 2006 under Instrument #169519:2006

**FIRST AMENDMENT TO
EASEMENT**

THIS FIRST AMENDMENT TO EASEMENT (the "First Amendment") is made effective this ____ day of _____, 20__, ("Effective Date") by and between Mapleton City Corporation, a Utah municipal corporation, formerly known as "Mapleton Town", "The Town of Mapleton" and/or "Town of Mapleton" (hereinafter referred to as "Grantor"), and Global Signal Acquisitions IV LLC, a Delaware limited liability company (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, Grantor and Grantee entered into an Easement dated September 28, 2006, which was recorded on December 15, 2006, as Instrument No. 169519:2006 in the official records of Utah County, Utah (the "Easement"), whereby Grantor conveyed to

Site Name: Mapleton City Park
Business Unit #: 880607

Grantee an easement on, over, across and through the Tower Area and on, over, across and through the Access and (Guy and/or Utility) Areas, all located over a portion of the Grantor Property; and

WHEREAS, Grantor and Grantee desire to amend the Easement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee 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 Easement.

2. Description of the Property. Effective as of September 28, 2006, Exhibit A to the Easement, and all references thereto, are deleted in their entirety and replaced with Exhibit A-1.

3. Expansion of the Premises. Effective as of the Effective Date, Grantor and Grantee agree to expand the Tower Area and the Access and (Guy and/or Utility) Areas and, therefore, Grantor hereby grants and conveys to Grantee an additional area of at least seven hundred fifty (750) square feet. The additional area shall be considered a part of the Tower Area and the Access and (Guy and/or Utility) Areas for all purposes of the Easement. The expanded Tower Area is particularly described in Exhibit B-1 attached hereto and incorporated herein by reference and the expanded Access and (Guy and/or Utility) Areas are particularly described in Exhibit C-1 attached hereto and incorporated herein by reference. Exhibits B and C to the Easement, and all references thereto, are deleted in their entirety and replaced with Exhibit B-1 and Exhibit C-1, respectively.

4. Recording. Grantee may record this First Amendment.

5. Representations, Warranties and Covenants of Grantor. Grantor represents, warrants and covenants to Grantee as follows:

a) Grantor is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Grantor's obligations under the Easement as amended hereby.

b) Grantee is not currently in default under the Easement, and to Grantor's knowledge, no event or condition has occurred or presently exists, which, with notice or the passage of time or both, would constitute a default by Grantee under the Easement.

c) Grantor agrees to execute and deliver such further documents and provide such further assurances as may reasonably be requested by Grantee to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Easement as amended hereby, and ensure Grantee's continuous and uninterrupted use, possession and quiet enjoyment of the Tower Area and the Access and (Guy and/or Utility) Areas under the Easement as amended hereby.

6. IRS Form W-9. Grantor agrees to provide Grantee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Grantee. Grantor's failure to provide the IRS Form W-9 within thirty (30) days after Grantee's request shall be considered a default and Grantee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withhold applicable taxes from any payments due under the Easement.

7. Counterparts. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

8. Remainder of Easement Unaffected. In all other respects, the remainder of the Easement shall remain in full force and effect. Any portion of the Easement that is inconsistent with this First Amendment is hereby amended to be consistent.

(Remainder of page left intentionally blank.)

**EXHIBIT A-1
TO
FIRST AMENDMENT**

(Description of the Grantor Property)

THE FOLLOWING PROPERTY LOCATED IN UTAH COUNTY, UTAH:

PARCEL 1:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 3 EAST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE EAST 16 1/3 RODS; THENCE SOUTH 19 RODS, 14.00 FEET; THENCE WEST 16 1/3 RODS; THENCE NORTH 19 RODS AND 14.00 FEET TO THE PLACE OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT 602.6 FEET SOUTH ALONG THE SECTION LINE AND 28.5 FEET EAST FROM THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE EAST ALONG THE FENCE LINE A DISTANCE OF 777.2 FEET; THENCE NORTH 277.4 FEET; THENCE WEST 628.1 FEET; THENCE SOUTH 260.9 FEET; THENCE WEST 149.1 FEET TO THE EAST SIDE OF STREET; THENCE SOUTH 16.5 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH THAT PORTION OF GROUND CONVEYED BY THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED APRIL 09, 1993 AS ENTRY NO. 21253 IN BOOK 3121, PAGE 21 OF OFFICIAL RECORDS.

PARCEL 3:

COMMENCING 586.10 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 100 FEET; THENCE EAST 177.6 FEET; THENCE SOUTH 100 FEET; THENCE WEST 177.6 FEET TO THE PLACE OF BEGINNING.

PARCEL 4:

BEGINNING 23.83 RODS EAST OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 1 ROD; THENCE SOUTH 19 RODS 14 FEET; THENCE WEST 8 1/2 RODS; THENCE NORTH 19 RODS 14 FEET; THENCE EAST 7 1/2 RODS TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING THAT PORTION OF LAND LYING WITHIN THE BOUNDS OF EAST MAPLE STREET.

**EXHIBIT B-1
TO
FIRST AMENDMENT**

(Description of the Tower Area)

ALL THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 3 EAST, OF THE SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

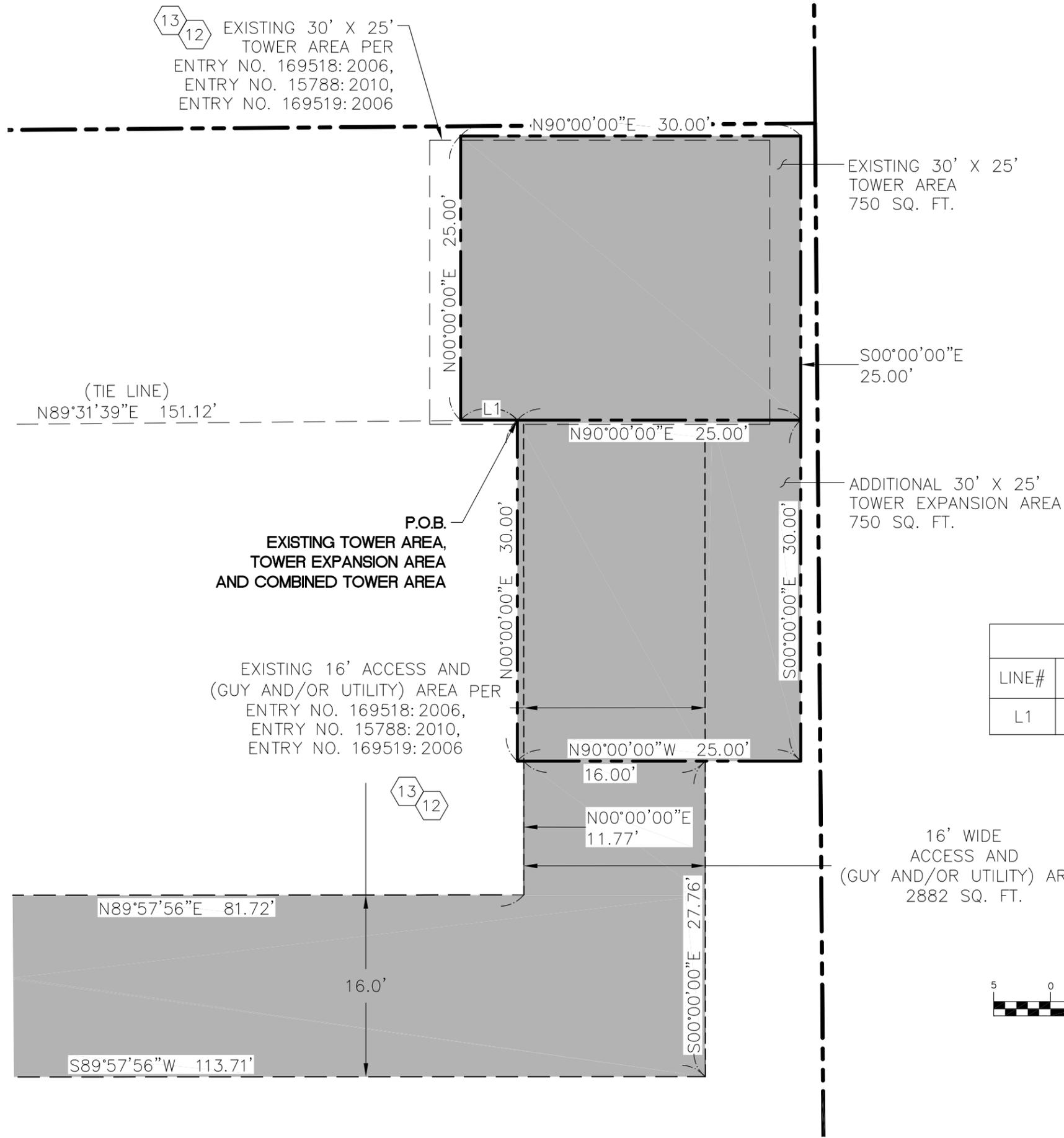
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE ALONG THE WEST LINE THEREOF, SOUTH 00°28'21" EAST, 511.99 FEET;
THENCE DEPARTING SAID WEST SECTION LINE, NORTH 89°31'39" EAST, 151.12 FEET TO THE POINT OF BEGINNING;

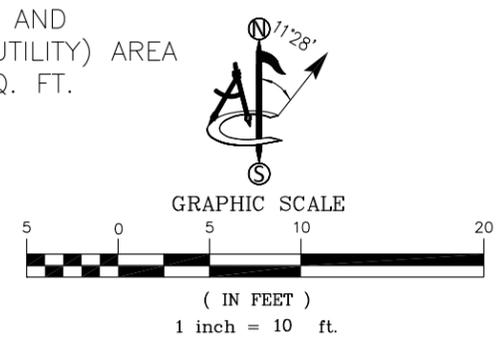
THENCE WEST, 5.00 FEET;
THENCE NORTH, 25.00 FEET;
THENCE EAST, 30.00 FEET;
THENCE SOUTH, 55.00 FEET;
THENCE WEST, 25.00 FEET;
THENCE NORTH, 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1500 SQ. FT.

(Depiction on the page immediately following.)



LINE TABLE		
LINE#	LENGTH	DIRECTION
L1	5.00'	N90°00'00\"W



PROJECT INFORMATION:
MAPLETON CITY PARK
 880607
 161 S. MAIN STREET
 MAPLETON, UT 84664
 UTAH COUNTY

ORIGINAL ISSUE DATE:
 06/08/2015

REV.:	DATE:	DESCRIPTION:	BY:
0	06/08/15	SUBMITTAL	DRH
1	07/06/15	RVSD ACCESS	DRH
2	07/14/15	COMMENTS	DRH

PLANS PREPARED BY:



DRAWN BY: DRH CHK.: NS APV.: SE

LICENSER:

SHEET TITLE:
 SURVEY DETAIL

SHEET NUMBER:
 LS-3

**EXHIBIT C-1
TO
FIRST AMENDMENT**

(Description of the Access and (Guy and/or Utility) Areas)

ALL THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 3 EAST, OF THE SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, BEING A 16.00 FOOT WIDE ACCESS AND UTILITY EASEMENT, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE ALONG THE WEST LINE THEREOF, SOUTH 00°28'21" EAST, 535.00 FEET;
THENCE DEPARTING SAID WEST SECTION LINE, NORTH 89°31'39" EAST, 33.00 FEET
TO THE POINT OF BEGINNING ON THE EAST LINE OF SOUTH MAIN STREET;

THENCE ALONG SAID EAST LINE, NORTH 00°28'21" WEST, 16.00 FEET;
THENCE DEPARTING SAID EAST LINE, NORTH 89° 57' 56" EAST, 36.88 FEET;
THENCE SOUTH 00°02'04" EAST, 33.86 FEET;
THENCE NORTH 89°57'56" EAST, 81.72 FEET;
THENCE NORTH, 11.77 FEET;
THENCE EAST, 16.00 FEET;
THENCE SOUTH, 27.76 FEET;
THENCE SOUTH 89°57'56" WEST, 113.71 FEET;
THENCE NORTH 00°02'04" WEST, 33.86 FEET;
THENCE SOUTH 89°57'56" WEST, 20.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 2882 SQ. FT.

(Depiction on the page immediately following.)



PROJECT INFORMATION:

MAPLETON CITY PARK
880607
161 S. MAIN STREET
MAPLETON, UT 84664
UTAH COUNTY

ORIGINAL ISSUE DATE:

06/08/2015

REV.: DATE: DESCRIPTION: BY:

REV.	DATE	DESCRIPTION	BY
0	06/08/15	SUBMITTAL	DRH
1	07/06/15	RVSD ACCESS	DRH
2	07/14/15	COMMENTS	DRH

PLANS PREPARED BY:

CONSULTANT:



412 EAST SOUTHERN AVENUE
TEMPE, ARIZONA 85282 (480)659-4072

DRAWN BY: CHK.: APV.:

DRH NS SE

LICENSER:

SHEET TITLE:

OVERALL DETAIL

SHEET NUMBER:

LS-2

