

Board Meeting Documents  
February 24, 2026

MINUTES OF THE STUDY SESSION – FEBRUARY 10, 2026

The Board of Education of the Alpine School District met in a study session on Tuesday, February 10, 2026, at 5:00 PM. The study session took place in the boardroom at the Alpine School District office.

Board members present: Board President Julie E. King, Vice Presidents Stacy M. Bateman and Emily B. Peterson, Joylin Lincoln, and Ada S. Wilson. Absent: Sarah L. Beeson and Dr. Mark Clement.

Also present: Interim Superintendent Robert W. Smith, Business Administrator Jason Sundberg, and members of the administrative staff. There were approximately 15 others in attendance.

School LAND Trust Plans Training

Sam Rencher, Elementary Supervisor, presented the School Community Council Annual Training on School LAND Trust Plans to the Board of Education. He outlined key timelines, reviewed rules of order and procedural requirements, and provided an overview of School LAND Trust expenditures, including allowable and unallowable uses of funds.

Mr. Rencher fielded questions from the Board of Education.

**The meeting adjourned at 5:15 PM.**

MINUTES OF THE BOARD MEETING – FEBRUARY 10, 2026

The Board of Education of the Alpine School District met in a board meeting on Tuesday, February 10, 2026, at 6:00 PM. The board meeting took place in the boardroom at the Alpine School District office.

Board members present: Board President Julie E. King, Vice Presidents Stacy M. Bateman and Emily B. Peterson, Dr. Mark J. Clement, Joylin Lincoln, and Ada S. Wilson. Absent: Sarah L. Beeson.

Also present: Interim Superintendent Robert W. Smith, Business Administrator Jason Sundberg, and members of the administrative staff. There were approximately 120 others in attendance.

Board President Julie E. King conducted the meeting.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Cami Harper.

INSPIRATIONAL THOUGHT OR REFLECTION

An inspirational thought was given by Principal Tim Pead of Ridgeline Elementary.

RECOGNITIONS

The students from the schools in the Lehi Cluster were recognized for their art displayed in the district office for the past few months.

Dry Creek El.

Charlie Nunley  
Evelyn Cottam  
Harper Houghton  
Krue Swensen  
Madison Amann  
Maximo Alonso Alvarez  
Mora Valantine

Lehi El.

Amelia Nerdin  
Avery Dyreng  
Charley Peacock  
Kya Peterson  
Lydia Nelson  
Mila Madsen  
Sara Scadden

Lehi High

Andie Jensen  
Ava Lau  
Brylie Pace  
Brynlee McCain  
Cohen Goodrich  
Felicity Lewis  
Hau Man Wan

Lehi High

Jade Grange  
Kalianne Dunn  
Kyla Lepe-Barrientos  
Nadja Vance  
Nick Fairbanks  
Savanah Tinsley  
Savannah Hoffman

Meadow El.

Emery McGinn  
Fisher Yost  
Maxwell Farrell  
Nash Andre  
Oaklee Gurney  
Olivia Brownlow  
Paige Limb

North Point El.

Charlize Batitis  
Dalton Gregory  
Frankie Money  
Jacob Bair  
Perry Fraizer  
Sicily Meads  
Viena Chavez

River Rock El.

Avery Bender  
Brooklyn Olsen  
Emmie Heap  
Ethan Saunders  
Jordyn Chipman  
Liliana Lanza  
Liv Lloyd  
Rylee Munoa

Willowcreek Middle

Ana Hernandez  
Charlotte Reeves  
Clovyr Lewis  
Danielle Dinsbach  
John McCormick  
Mackinley Larsen  
Mei Olafson  
Mia Cothran

RISE AWARDS (Remarkable, Inspiring, Selfless, Encouraging)

**Alina Degroff**, a teacher from Ridgeline Elementary, was nominated by parents, Sammy and Alex Mursa.

**Jordan Bailey**, a teacher from Frontier Middle School, was nominated by a student, Lucy Norton.

**Wendy Belcher**, a librarian from Se-go Lily Elementary, was nominated by a colleague, Elizabeth Chase.

**Chad Durham**, a teacher at Westlake High School, was nominated by a parent, Lindsey Parker.

**Board member, Dr. Mark Clement**, congratulated Pleasant Gove High School for winning the 5A State Drill Team Championship.

COMMUNITY COMMENTS

**Natalie Griffiths**, representing Springside families, addressed the Board regarding the boundary study for Saratoga Springs and Lehi that was released yesterday. She expressed appreciation for the time and effort invested in the boundary process and acknowledged the complexity of managing continued growth and balancing enrollment across schools. She noted that while there is no perfect solution, the goal should be to minimize disruption for Springside and all families impacted by the proposed changes. Ms. Griffiths stated that one recurring concern with the current proposals is the level of disruption created when large numbers of students are reassigned or when a single school absorbs a substantial enrollment increase at one time. She explained that such shifts can lead to overcrowding, increased class sizes, the addition of portable classrooms, and the potential need for additional boundary adjustments within a few years. She emphasized that stability is as important as enrollment balance, and that students, families, and staff benefit when school communities remain as intact as possible. Under the current proposal, she noted that Springside is projected to experience a significant enrollment increase while nearby schools maintain available capacity. She expressed concern that concentrating that level of growth in one location may create unnecessary strain. She suggested that alternative configurations may allow for a more even distribution of enrollment, reduce the number of established neighborhoods affected, and lessen the impact on any single school. Ms. Griffiths stated that families within the Springside community have developed additional boundary options and respectfully requested the opportunity to present those alternatives to the Board for consideration.

**President King** requested that Ms. Griffiths submit the additional boundary options developed through the online comment portal and to be present at the Open House for the boundary study.

#### MINUTES

**Board President King recommended the approval of the January board meeting minutes. Vice President Bateman made the motion to approve the January board meeting minutes, and it was seconded by Vice President Peterson. The Board Members who voted in favor were Ada Wilson, Joylin Lincoln, Dr. Mark Clement, Stacy Bateman, Emily Peterson, and Julie King.**

#### CLAIMS

**Interim Superintendent Smith recommended that the Board accept the January claims report. Check numbers 00295512 through ABCWBHK5 totaling \$29,944,728.50 and 00007053 through 00007645 totaling \$1,984,225.60 for a grand total of \$41,972,526.81 were presented for the Board's acceptance. Dr. Mark Clement made the motion to accept the January claims report, and it was seconded by Joylin Lincoln. The Board Members who voted in favor were Ada Wilson, Joylin Lincoln, Dr. Mark Clement, Stacy Bateman, Emily Peterson, and Julie King.**

#### ROUTINE BUSINESS ITEMS

##### 1. Monthly Budget Summary

The latest budget report was included for the Board's review.

##### 2. Alpine Foundation Report Summary

The latest Alpine Foundation report was included for the Board's review.

##### 3. Personnel Hiring and Releasing

###### Personnel Actions – Certified

###### Certified Employee – New Employees

<u>Employee</u>	<u>Assignment</u>	<u>Location</u>	<u>Date</u>
Adamson, Jennifer	Kindergarten	Sego Lily El	01/12/26
Armstrong, Stephanie	SPED M/M Resource	Springside El	01/26/26
Huber, Belle	PE Specialist	Orem El	01/14/26
Jacobsen, Jennifer	PE Teacher	Willowcreek MS	01/06/26
Jensen, John David	Math Teacher	Viewpoint MS	01/13/26
Robinson, Jamie	Literacy Specialist	Westmore El	01/20/26
Russon, Seth	SPED M/M Resource	Thunder Ridge El	01/26/26

**Certified Employee – Resignations**

<u>Employee</u>	<u>Assignment</u>	<u>Location</u>	<u>Date</u>
Allem, Lauren	SPED Teacher	Springside El	01/28/26
Allman, Addison	1st/2nd Grade DLI	Rocky Mountain El	05/22/26
Anderson, Tyler	PE Teacher	Mountain View HS	02/09/26
Birch, Mackinzey	Kindergarten Teacher	Trailside El	05/22/26
Bruell, Bastiaan	Science Teacher	Vista Heights MS	05/22/26
Cummings, Michelle	Math Teacher	Timberline MS	05/22/26
Forste, Michael	SPED Teacher	Orem HS	05/22/26
Fuller, Ashley	Math Teacher	Oak Canyon Jr	05/22/26
Garrett, Abby	4th Grade	Cherry Hill El	02/10/26
Hazlett, Benjamin	Speech Lang Path	Hidden Hollow El	05/22/26
Naylor, Rebecca	Math Teacher	Frontier MS	12/19/25
Nifong, Hannah	6th Grade	Vineyard El	05/22/26
Pitt, Rachel	Math Teacher	Vista Heights MS	05/22/26
Robinson, Jamie	Reading Interventionist	Westmore El	01/29/26
Sanderson, Lora	Spanish Teacher	American Fork HS	05/22/26
Strong, Samantha	6th Grade	Trailside El	05/22/26

**Personnel Actions – Classified****Classified Employees – New Employees**

<u>Employee</u>	<u>Assignment</u>	<u>Location</u>	<u>Date</u>
Alvarez, Sabrina	General Secretary	Orem Jr	01/05/26
Beckstead, Trevor	Driver	Transportation	01/06/26
Brown, Andrew	Driver	Transportation	01/06/26
Killian, Trudy	Finance Secretary	Canyon View Jr	01/29/26
May Meyer, Sarah	Secretary	Student Services	01/26/26
Moore, Bryce	Roving Custodian	Physical Facilities	01/05/26
Nicholes, Marc	Driver	Transportation	01/06/26
Skoy, Samuel	Custodian	Pleasant Grove HS	01/05/26

**Classified Employees – Changes/Transfers**

<u>Employee</u>	<u>Assignment</u>	<u>Location</u>	<u>Date</u>
Adams, Sydney	Driver	Transportation	01/06/26
Bahr, Robert	Driver	Transportation	01/06/26
Bulos, Claudia	Driver	Transportation	01/06/26
Clark, Kori	Driver	Transportation	01/06/26
De Rosier, Robert	Maintenance Coordinator	Physical Facilities	01/20/26
Hunsaker, Gregory	Driver	Transportation	01/06/26
Pensabene, Corry	Driver	Transportation	01/06/26

**Classified Employees - Resignations/Terms**

<u>Employee</u>	<u>Assignment</u>	<u>Location</u>	<u>Date</u>
May, Jane	Secretary	Student Services	01/31/26
Carlos, Andrea	Custodian	Canyon View Jr	01/02/26
Hand, Sonja	Driver	Transportation	01/27/26
Jared, Shanell	Admin. Secretary Elementary	Mt Mahogany El	01/12/26
Lopez, Hilda	Driver	Transportation	01/23/26
Mosbarger, William	Driver	Transportation	01/30/27

**4. LEA Specific Licenses**

The LEA license applications were included for the Board's review.

5. School LAND Trust Amendments

The LAND Trust Amendments were included for the Board's review.

6. Student Expulsion

A student expulsion was included for the Board's review.

**Interim Superintendent Smith recommended approval of the routine business, excluding item #4, membership report, and approving items 1-3 and 5-7 as listed on the agenda. Ada Wilson made the motion to approve the routine business, excluding item #4 and approving items 1-3 and 5-7, and it was seconded by Vice President Bateman. The Board Members who voted in favor were Ada Wilson, Joylin Lincoln, Dr. Mark Clement, Stacy Bateman, Emily Peterson, and Julie King.**

ACTION ITEMS

1. New Alpine School District Board Meeting Calendar

**Interim Superintendent Smith** reported that the Board meeting schedule has been adjusted at the Board's request to accommodate the formation of the three new districts and their respective meeting schedules. He acknowledged the significant work underway and expressed appreciation to Board members who are serving their communities while participating on multiple boards. He explained that the revised schedule includes holding a second meeting in February, followed by a transition beginning in March to one meeting per month. He noted that these adjustments reflect the Board's suggestions and feedback and recommended approval of the revised Alpine School District Board Meeting Calendar as included in the Board packet.

**Dr. Mark Clement motioned to approve the new Alpine School District Board Meeting Calendar, and it was seconded by Ada Wilson. The Board Members who voted in favor were Ada Wilson, Joylin Lincoln, Dr. Mark Clement, Stacy Bateman, Emily Peterson, and Julie King.**

2. Resolution #2026-001: Bus Disposition

**Interim Superintendent Smith** presented Resolution #2026-001, the proposed disposition of district buses. He noted that the matter had been previously discussed but was placed on hold to allow the three newly formed boards time to review the proposal and provide feedback in accordance with state law requirements. He reported that each of the new boards has since reviewed and approved the Resolution. The item is now being brought before the Alpine Board for review and approval of the bus disposition.

**Joylin Lincoln motioned to approved Resolution #2026-001: Bus Disposition and it was seconded by Vice President Bateman. The Board Members who voted in favor were Ada Wilson, Joylin Lincoln, Dr. Mark Clement, Stacy Bateman, Emily Peterson, and Julie King.**

3. Resolution #2026-004: Rocky Mountain Power Utility Easement

**Interim Superintendent Smith** presented a proposed power utility easement related to the Wander site in Saratoga Springs. He then clarified that the easement is located in American Fork, not Saratoga Springs as previously stated. He reported that the easement has been reviewed by the Alpine Facilities and Operations teams. Based on those reviews, he recommends approval of Resolution #2026-004.

**Dr. Mark Clement motioned to approve Resolution #2026-004: Rocky Mountain Power Utility Easement, and it was seconded by Vice President Bateman. The Board Members who voted in favor were Ada Wilson, Joylin Lincoln, Dr. Mark Clement, Stacy Bateman, Emily Peterson, and Julie King.**

DISCUSSION/ACTION ITEMS

1. Policy# 1112: News and Media Policy and Policy# 5404: News Media Representatives in Schools (Combine)

2. **Hyrum Clarke, Alpine Legal Services**, presented a proposal to consolidate the identified policies, noting that the revisions address concerns related to news media access to school sites and employees. He stated that feedback from the previous Board meeting was incorporated into the updated draft. The revised policy was reviewed with the Policy Committee that morning, and additional revisions were requested. The recommendation at this time is for the policy to remain with the Committee for continued review and refinement.

**Ada Wilson** added that the Committee is working to strengthen the policy language, including developing a more robust statement within one of the definitions, and that those revisions will be incorporated into the draft.

3. Policy# 5404: News Media Representatives in Schools (Retire)

**Hyrum Clarke, Alpine Legal Services**, referenced the previous agenda item and explained that this matter pertains to the proposed consolidation of Policies 1112 and 5404. He stated that, at this time, there is no recommendation to retire this policy.

4. Policy# 4253: Retirement Incentives and Eligibility (Revise)

**Hyrum Clarke, Alpine Legal Services**, presented the certified employee retirement incentives policy. He noted that two related policies for other employee categories were previously reviewed and updated, and that the same revisions have been applied to this policy to ensure alignment with current practices. He recommended the policy to the Board for approval.

**Ada Wilson motioned to approve Policy #4253, and it was seconded by Dr. Mark Clement.**

**Ada Wilson** confirmed that Mr. Clarke's summary was accurate, noting that the revisions are minor in nature. She emphasized that the intent is not to make substantive changes to personnel policy, but rather to update the language so it reflects current practice.

**President King** asked for the policy changes could be communicated to the newly formed Boards so they may review and make any necessary adjustments.

**The Board Members who voted in favor were Ada Wilson, Joylin Lincoln, Dr. Mark Clement, Stacy Bateman, Emily Peterson, and Julie King.**

5. Policy# 4108: SHINE (Annual Review and Revise)

**Hyrum Clarke, Alpine Legal Services**, presented the annual review of the SHINE program, which provides supplemental funding to educators serving in designated high-need areas. He noted that Board review is required each year. He explained that a minor revision has been proposed to clarify the eligibility requirement that a teacher must remain employed with the District for the entire school year. By way of background, he stated that in October, as staffing shifts occur, Human Resources begins reviewing applications and making preliminary eligibility determinations. Funds are then distributed at the conclusion of the school year based on services actually rendered. This clarification helps prevent payments to employees whose assignments change during the year and avoids the need to retract funds from individuals later determined to be ineligible.

**Ada Wilson** asked for clarification on the eligibility process, specifically whether an employee qualifies at the beginning of the year, maintains eligibility throughout the year, and then qualifies again at the end of the year.

**Mr. Clarke** responded that, essentially, yes. Employees apply at the beginning of the year, after which assignments are finalized and Human Resources reviews eligibility. He noted that eligibility may vary by semester; for example, an employee could qualify during the first semester but not the second, depending on assignment changes that impact eligibility status.

**Ada Wilson motioned to approve Policy #4108, and it was seconded by Dr. Mark Clement. The Board Members who voted in favor were Ada Wilson, Joylin Lincoln, Dr. Mark Clement, Stacy Bateman, Emily Peterson, and Julie King.**

## REPORT

1. Membership Report

**Interim Superintendent Smith** – reviewed the student enrollment report from Oct 1, 2025 to present – highlighted a few schools throughout the district that reflected a change in enrollment since Oct 1, 2025.

2. Alpine by the Numbers – Middle of the Year Data

**Interim Superintendent Smith** – highlighted Middle of the Year data – focused on Acadience Reading scores – broadly used throughout the district and state – indicators of student performance in literacy – recognized Kerry Milner for the Science of Reading and was nominated by the state office team for her

contributions and her implementations in the classroom – reviewed the proficiency scores of the last four (4) years for current data and growth – showing growth at multiple grade levels.

#### BOARD MEMBERS' AND SUPERINTENDENT'S REPORTS AND INFORMATION ITEMS

**Vice President Bateman** – This past weekend, the Utah Art Educators Association (UAEA) Conference was held at Timpanogos High School. During the event, several awards were presented: from the Lehi Cluster, Matthew Andersen was named Middle Level Educator of the Year. Mr. Andersen, an extraordinary educator, started the Mural Project at Lehi Junior High nearly a decade ago, creating murals in the hallways—a wonderful experience for the students. At Lehi High School, Marjory Andersen was recognized as Secondary Educator of the Year. A talented ceramic artist, she provides students with incredible learning opportunities through her expertise. Vice President Bateman congratulated both awardees. Additionally, she expressed gratitude to Wendy Hickman, music specialty teacher from Orchard, who brought the choir to perform. She noted how impressively the elementary students followed directions, the thoughtful song selections, and the meaningful performance of “We Appreciate You” performed for Kerry Milner in recognition of her accomplishments. Vice President Bateman asked President King whether it would be appropriate to invite the students present to take a photo with the Board as part of their assignment.

**Ada Wilson** congratulated Dr. David Fullmer, band director at Mountain View High School, for being named the recipient of the Hall of Fame Award by the Utah Music Educators Association. She expressed pride in his achievements. She invited members of the new Timpanogos School District to attend the celebration on Thursday night at 6:30 p.m. at Timpanogos High School. The event will include the unveiling of the new district logo and introduction of the Superintendent, along with music performances from all four high schools. She encouraged everyone to attend, noting it will be a fun and festive celebration.

**President King** attended the Utah Art Educators Association Awards and noted it was an incredible event. Alpine schools had an outstanding showing at the state level: Tyler Pack (Lone Peak), Cheri Pitcher (Mountain Ridge), Kate Watson (Harvest), Korryn Coates (Sage Canyon), and Dayna Koch (Brookhaven), in addition to the individuals previously mentioned by Vice President Bateman. This demonstrates the strong community support and exceptional educators within our schools, for which we are very grateful. President King also recognized River View Elementary for their production of Newsies over the weekend. She highlighted the remarkable parent involvement, noting creative audience participation such as giving coins to purchase newspapers, using signs that read “STRIKE,” and interactive program elements. The production was a phenomenal experience and underscored the dedication of parents who ensure students have enriching opportunities. Regarding legislative engagement, President King shared that she has been active at the capitol, connecting with counselors, art teachers, and Teachers of the Year. She expressed deep appreciation for those educators who advocate for students and legislation to ensure resources are available. Finally, she congratulated Anna Davis, who received the 2026 Pacific Region Supervision and Administration Art Educator of the Year Award, further contributing to Alpine’s sweep of state-level recognition. President King emphasized Anna’s ongoing advocacy at both state and local levels.

#### ADJOURNMENT

**On motion by Dr. Mark Clement and seconded by Vice President Bateman, the meeting adjourned at 6:59 PM. The Board Members who voted in favor were Ada Wilson, Joylin Lincoln, Dr. Mark Clement, Stacy Bateman, Emily Peterson, and Julie King.**

ALPINE SCHOOL DISTRICT BOARD OF EDUCATION  
Resolution # 2026-002

**A RESOLUTION AUTHORIZING THE APPROVAL OF A CELL TOWER LEASE AMENDMENT  
AND EXTENSION BETWEEN ALPINE SCHOOL DISTRICT AND  
T-MOBILE WEST TOWER LLC**

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WHEREAS, it is deemed desirable and in the best interests of the Alpine School District to amend and extend an existing cell tower lease agreement for district property; and

WHEREAS, Alpine School District currently has a cell tower lease agreement with T-Mobile West Tower LLC for a cell tower located at **Lone Peak High School**; and

WHEREAS, the proposed amendment to the original contract (attached) extends the original term of the lease for up to thirty (30) years, in five-year increments, and preserves the annual four percent (4%) gross rent escalation;

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NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Alpine School District hereby authorizes and approves an amendment to the cell tower lease agreement between Alpine School District and T-Mobile West Tower LLC for the cell tower located at **Lone Peak High School**.

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**APPROVALS**

In accordance with Utah Code §53G-3-302(6)(d), the lease amendment and extension have been reviewed and approved by the following district:

- Aspen Peaks School District on February 12, 2026

Passed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

Drafted: 2.2.26  
Business Services Admin. \_\_\_\_\_  
For Board Meeting: FEB. 24, 2026 ✓

## SECOND AMENDMENT TO LEASE AGREEMENT WITH OPTION

THIS SECOND AMENDMENT TO LEASE AGREEMENT WITH OPTION (the "Second Amendment") is made effective this \_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date"), by and between the BOARD OF EDUCATION OF ALPINE SCHOOL DISTRICT (hereinafter referred to as "Landlord") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

### RECITALS

WHEREAS, Landlord and VoiceStream PCS II Corporation, a Delaware corporation ("Original Tenant") entered into a Lease Agreement with Option dated July 20, 2000, a memorandum of which was recorded in the official records of Utah County, Utah ("Official Records") on November 1, 2001 at Entry No. 112303:2001 (the "Original Agreement") whereby Original Tenant leased certain real property, together with access and utility easements, located in Utah County, Utah from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"); and

WHEREAS, the Original Agreement was amended by that certain First Amendment to Lease Agreement with Option dated September 14, 2018 ("First Amendment") (hereinafter the Original Agreement and First Amendment are collectively referred to as the "Agreement"); and

WHEREAS, T-Mobile West Tower LLC is currently the Tenant under the Agreement as successor in interest to the Original Tenant; and

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

WHEREAS, the Agreement had an initial term that commenced on June 15, 2001 and expired on June 30, 2006. The Agreement provides for five (5) extensions of five (5) years each, four (4) of which were exercised by Tenant. According to the Agreement, the final extension expires on June 30, 2031; and

WHEREAS, Landlord and Tenant desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant 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 Agreement.

2. Term. Section 5 of the Original Agreement is hereby deleted in its entirety and the following inserted in its place:

(a) The initial term of this Agreement shall be for a period of five (5) years commencing on June 15, 2001 ("Commencement Date") and expiring on June 30, 2006 (the "Initial Term").

(b) At the conclusion of the Initial Term, Tenant shall be entitled to eleven (11) extensions of five (5) years each, with the final lease extension expiring on June 30, 2061 (each extension is referred to as an "Extension Term"). The Term (as defined herein) shall automatically be extended for each successive Extension Term unless Tenant notifies Landlord of its intention not to renew at least sixty (60) days prior to the expiration of the then current five year term.

(c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement. The monthly rental payment during any Holdover Term shall be equal to 150% of the rent amount in effect prior to the commencement of the Holdover Term.

(d) The Initial Term, any Extension Term and the Holdover Term shall be collectively referred to as the "Term".

Landlord and Tenant hereby acknowledge that Tenant has exercised four (4) Extension Terms, leaving a balance of seven (7) Extension Terms.

3. Collocation Consideration. From and after the Effective Date, if Tenant enters into any sublease of the Premises with any third party not already located on the Premises, then the Collocation Consideration (defined in Section 2(a) of the First Amendment) payable to Landlord for the sublease shall be Five Hundred and 00/100 Dollars (\$500.00) per month, beginning on the date of commencement of each such sublease.

4. Expansion Option. During the Term of the Agreement, Tenant shall have an irrevocable option ("Option"), exercisable at any time, and from time to time, to lease up to a maximum of three hundred (300) square feet of real property adjacent to the existing Premises at a location mutually approved by Landlord and Tenant, which approval shall not be unreasonably withheld, conditioned, or delayed ("Additional Lease Area"), on the same terms and conditions set forth in the Agreement. If Landlord and Tenant are unable to agree upon the location of the Additional Lease Area after exercising good faith, reasonable efforts to do so, then Landlord may deny Tenant's exercise of the Option in writing to Tenant. If Tenant elects to exercise the Option, Tenant shall pay a monthly amount equal to One and 00/100 Dollar (\$1.00) per square foot for the Additional Lease Area included in the exercise of the Option ("Additional Lease Area Rent"). The Additional Lease Area Rent shall be due and payable on the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) full month following commencement of construction activities within the Additional Lease Area and shall escalate upon the same terms and at the same time as the rent set forth in the Agreement. Tenant may exercise the Option for the entire Additional Lease Area in a single exercise, or may

exercise the Option multiple times in increments, by providing written notice to Landlord at any time (each a "Notice of Exercise"); provided, however, that following Tenant's delivery of the Notice of Exercise to Landlord, Tenant may at any time prior to commencement of construction activities within the Additional Lease Area withdraw its election to exercise the Option if Tenant discovers or obtains any information of any nature regarding the Additional Lease Area which Tenant determines to be unfavorable in its sole discretion. Tenant shall also have the right to record a Notice of Exercise, to be prepared on Tenant's standard form, without Landlord's signature to provide record notice of the exercise of the Option. The Additional Lease Area, or such portion as identified in the Notice of Exercise, shall become part of the Premises and subject to all terms and conditions of the Agreement, as it may have been amended, effective as of the date of the Notice of Exercise (the "Expansion Date"), whether or not the Notice of Exercise is recorded. Effective upon the Expansion Date, the Agreement shall automatically be amended to include the Additional Lease Area and Additional Lease Area Rent without the need for any further documentation.

5. Right of First Refusal. If Landlord receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest, including all of Landlord's right, title and interest in the Agreement, on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

6. Survey. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Second Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Second Amendment.

7. Conditional Signing Bonus. Tenant will pay to Landlord a one-time amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) for the full execution of this Second Amendment, payable within sixty (60) days of the full execution of this Second Amendment

("Conditional Signing Bonus"). In the event that this Second Amendment (and any applicable memorandum of Agreement and/or amendment) is not fully executed by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Signing Bonus to Landlord.

8. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

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

b) Tenant is not currently in default under the Agreement, and to Landlord'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 Tenant under the Agreement.

c) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

d) Landlord acknowledges that the Premises, as defined, shall include any portion of Landlord's Property on which communications facilities or other Tenant improvements exist on the date of this Second Amendment.

9. Notices. Tenant's notice address as stated in Section 4 of the First Amendment is amended as follows:

If to Tenant:

T-Mobile West Tower LLC  
12920 S.E. 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Leasing Administration

With a copy to:

T-Mobile West Tower LLC  
c/o CCTMO LLC  
Attn: Legal – Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317

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

11. Counterparts. This Second 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.

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

13. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this Second Amendment in the Official Records at any time following the execution of this Second Amendment by all parties hereto.

[Signature pages follow]

Landlord and Tenant have caused this Second Amendment to be duly executed on the day and year first written above.

**LANDLORD:**  
BOARD OF EDUCATION OF ALPINE  
SCHOOL DISTRICT

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Landlord affirms that this Second Amendment  
was approved at a duly noticed public meeting  
held on \_\_\_\_\_ 2025

[Tenant Execution Page Follows]

This Second Amendment is executed by Tenant as of the date first written above.

**TENANT:**  
T-MOBILE WEST TOWER LLC, a  
Delaware limited liability company

By: CCTMO LLC, a Delaware limited  
liability company  
Its: Attorney In Fact

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WHEN RECORDED RETURN TO:**

T-Mobile West Tower LLC  
c/o Post Closing – Recording  
8020 Katy Freeway  
Houston, TX 77024

Prepared by:  
Weiss Brown, PLLC  
6263 N. Scottsdale Rd., Suite 340  
Scottsdale, AZ 85250

Space above this line for Recorder's Use

A.P.N. 12-003-0029

Prior recorded document(s) in Utah County, Utah:  
November 1, 2001 at #112303:2001

**MEMORANDUM OF SECOND AMENDMENT TO  
LEASE AGREEMENT WITH OPTION**

This Memorandum of Second Amendment to Lease Agreement with Option is dated as of the date of Landlord's signature, and made effective as of the date of execution by the last party hereto to sign ("Effective Date") by and between THE BOARD OF EDUCATION OF ALPINE SCHOOL DISTRICT (hereinafter referred to as "Landlord") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Tenant").

1. Landlord and VoiceStream PCS II Corporation, a Delaware corporation ("Original Tenant") entered into a Lease Agreement with Option dated July 20, 2000, a memorandum of which was recorded in the official records of Utah County, Utah ("Official Records") on November 1, 2001 at Entry No. 112303:2001 (the "Original Agreement"), whereby Original Tenant leased certain real property, together with access and utility easements, located in Utah County, Utah from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"). Landlord's Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. The Original Agreement was amended by that certain First Amendment to Lease Agreement with Option dated September 14, 2018 ("First Amendment") (hereinafter the Original Agreement and First Amendment are collectively referred to as the "Agreement").

3. T-Mobile West Tower LLC is currently the Tenant under the Agreement as successor in interest to the Original Tenant.

4. The Agreement had an initial term that commenced on June 15, 2001 and expired on June 30, 2006. The Agreement provides for five (5) extensions of five (5) years each, four (4)

of which were exercised by Tenant (each extension is referred to as an "Extension Term"). According to the Agreement, the final Extension Term expires June 30, 2031.

5. Landlord and Tenant have entered into a Second Amendment to Lease Agreement with Option (the "Second Amendment"), of which this is a Memorandum, providing for six (6) additional Extension Terms of five (5) years each. Pursuant to the Second Amendment, the final Extension Term expires on June 30, 2061.

6. By the Second Amendment, Landlord granted to Tenant the right of first refusal to purchase a portion of the Landlord's Property, under the following terms:

If Landlord receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest, including all of Landlord's right, title and interest in the Agreement, on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

7. By the Second Amendment, Landlord granted to Tenant the option to expand the Premises by up to an additional three hundred (300) square feet adjacent to the Premises. Additional details of the foregoing expansion are set forth in the Second Amendment.

8. 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 Landlord and Tenant.

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

10. A copy of the Second Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

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

**LANDLORD:**  
BOARD OF EDUCATION OF ALPINE  
SCHOOL DISTRICT

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

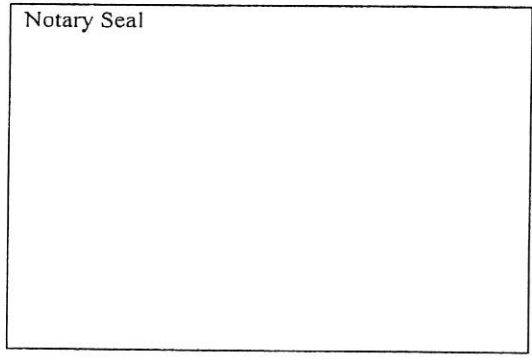
STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_ 2025, before me, the subscriber, a Notary Public in and for said State and County, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of THE BOARD OF EDUCATION OF ALPINE SCHOOL DISTRICT, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Second Amendment to Lease Agreement with Option, and in due form of law acknowledged that he/she is authorized on behalf of said School District to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said School District.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



\_\_\_\_\_  
(Signature of Notary)

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**  
**(Legal Description of Landlord's Property)**

The following parcel or parcels of land situated in American Fork City, County of Utah, State of Utah and more particularly described as follows:

Beginning at a point which is South 473.69 feet and West 32.63 feet from the Northeast Corner of Section 1, Township 5 South, Range 1 East, Salt Lake Base and Meridian; then South 0°02'42" East 1529.82 feet; thence North 89°54'26" West 1616.89 feet; thence North 0°05'34" East 33.55 feet; thence on a 100.00 foot radius curve to the right 65.17 feet having a central angle of 37°20'28" and whose long chord bears N 18°45'48" E 64~03 feet; thence North 37°26'02" East 186.94 feet; thence on a 150.00 foot radius curve to the left 125.20 feet, having a central angle of 47°49'25" and whose long chord bears N 13°31'20" E 121.60 feet; thence North 10°23'23" West 55.78 feet; thence on a 400.00 foot radius curve to the right 354.25 feet having a central angle of 50°44'33" and whose long chord bears N 14°58'54" E 342.79 feet; thence North 40°21'10" East 266.93 feet; thence on a 300.00 foot radius curve to the right 110.72 feet, having a central angle of 21°08'43" and whose long chord bears N 50°55'32" E 110.09 feet; thence North 61°29'53" East 235.90 feet; thence on a 500.00 foot radius curve to the left 343.38 feet, having a central angle of 39°20'56" and whose long chord bears N 41°49'25" E 336.67 feet; thence North 22°08'57" East 155.04 feet; thence North 89°57'18" East 625.86 feet to the point of beginning. Together with a "33.00 foot right-of-way for a future extension of Cedar Hills Road, said right-of-way being parallel to the southerly boundary of said parcel description course, North 89°54'26" West 1616.89 feet and extending perpendicular to the North 33.00 feet across the entire parcel.

LESS AND ACCEPT the following described tract of land:

COMMENCING SOUTH 473.71 FEET AND WEST 67.75 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; SOUTH 0°2'24" EAST 1473.78 FEET; SOUTH 0°19'58" WEST 22.96 FEET; NORTH 89°54'26" WEST 1581.41 FEET; NORTH 0°5'34" EAST .55 FEET; ALONG A CURVE TO RIGHT (CHORD BEARS: NORTH 18°45'48" EAST 64.03 FEET, RADIUS = 100 FEET); NORTH 37°26'2" EAST 186.94 FEET; ALONG A CURVE TO LEFT (CHORD BEARS: NORTH 13°31'20" EAST 121.6 FEET. RADIUS = 150 FEET); NORTH 10°23'23" WEST 55.78 FEET; ALONG A CURVE TO RIGHT (CHORD BEARS NORTH 14°58'54" EAST 342.79 FEET, RADIUS = 400 FEET); NORTH 40°21'10" EAST 266.93 FEET; ALONG A CURVE TO RIGHT (CHORD BEARS: NORTH 50°55'32" EAST 110.09 FEET, RADIUS = 300 FEET); NORTH 61°29'53" EAST 235.9 FEET; ALONG A CURVE TO LEFT (CHORD BEARS: NORTH 41°49'25" EAST 336.67 FEET, RADIUS = 500 FEET); NORTH 22°8'57" EAST 155.04 FEET; NORTH 89°57'18" EAST 590.73 FEET TO BEGINNING.

**ALPINE SCHOOL DISTRICT BOARD OF EDUCATION**  
**Resolution # 2026-003**

**A RESOLUTION AUTHORIZING THE APPROVAL OF A CELL TOWER LEASE AMENDMENT  
AND EXTENSION BETWEEN ALPINE SCHOOL DISTRICT AND T-MOBILE WEST TOWER LLC**

---

WHEREAS, it is deemed desirable and in the best interests of the Alpine School District to amend and extend an existing cell tower lease agreement for district property; and

WHEREAS, Alpine School District currently has a cell tower lease agreement with T-Mobile West Tower LLC for a cell tower located at **Orem Junior High School**; and

WHEREAS, the proposed amendment to the original contract (attached) extends the original term of the lease for up to thirty (30) years, in five-year increments, and preserves the annual four percent (4%) gross rent escalation;

---

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Alpine School District hereby authorizes and approves a new amendment to the cell tower lease agreement between Alpine School District and T-Mobile West Tower LLC for the cell tower located at **Orem Junior High School**.

---

**APPROVALS**

In accordance with Utah Code §53G-3-302(6)(d), the lease amendment and extension have been reviewed and approved by the following district:

- Timpanogos School District on February 11, 2026

Passed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

Drafted: 2.2.26  
Business Services Admin. \_\_\_\_\_  
For Board Meeting: FEB. 24, 2026 ✓

**THIRD AMENDMENT TO  
LEASE AGREEMENT WITH OPTION**

THIS THIRD AMENDMENT TO LEASE AGREEMENT WITH OPTION (the "Third Amendment") is made effective this \_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date"), by and between THE BOARD OF EDUCATION OF ALPINE SCHOOL DISTRICT, a Body corporate (hereinafter referred to as "Landlord") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

**RECITALS**

WHEREAS, Landlord and VoiceStream PCS II Corporation, a Delaware corporation ("Original Tenant") entered into a Lease Agreement with Option dated May 13, 2004 (the "Original Agreement") whereby Original Tenant leased certain real property, together with access and utility easements, located in Utah County, Utah from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"); and

WHEREAS, the Original Agreement was amended by that certain First Amendment to Lease Agreement with Option dated May 19, 2009 ("First Amendment"), and by that certain Second Amendment to Lease Agreement with Option dated August 20, 2015, a memorandum of which was recorded in the official records of Utah County, Utah ("Official Records") on October 7, 2015 at Entry No. 91959:2015 ("Second Amendment") (hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the "Agreement"); and

WHEREAS, T-Mobile West Tower LLC is currently the Tenant under the Agreement as successor in interest to the Original Tenant; and

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

WHEREAS, the Agreement had an initial term that commenced on May 3, 2005 and expired on May 31, 2010. The Agreement provides for five (5) extensions of five (5) years each, four (4) of which were exercised by Tenant. According to the Agreement, the final extension expires on May 31, 2035; and

WHEREAS, Landlord and Tenant desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant 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 Agreement.

2. Term. Section 5 of the Original Agreement is hereby deleted in its entirety and the following inserted in its place:

(a) The initial term of this Agreement shall be for a period of five (5) years commencing on May 3, 2005 ("Commencement Date") and expiring on May 31, 2010 (the "Initial Term").

(b) At the conclusion of the Initial Term, Tenant shall be entitled to eleven (11) extensions of five (5) years each, with the final lease extension expiring on May 31, 2065 (each extension is referred to as an "Extension Term"). The Term shall automatically be extended for each successive Extension Term unless Tenant notifies Landlord of its intention not to renew at least sixty (60) days prior to the expiration of the then current five year term.

(c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement. The monthly rental payment during any Holdover Term shall be equal to 150% of the rent amount in effect prior to the commencement of the Holdover Term.

(d) The Initial Term, any Extension Term and the Holdover Term shall be collectively referred to as the "Term".

Landlord and Tenant hereby acknowledge that Tenant has exercised four (4) Extension Terms, leaving a balance of seven (7) Extension Terms.

3. Additional Rent. From and after the Effective Date, if Tenant enters into any Sublease (defined in Section 2 of the First Amendment) with any third party not already located on the Premises, then the Additional Rent (defined in Section 2 of the First Amendment) payable to Landlord shall be Five Hundred and 00/100 Dollars (\$500.00) per month, beginning on the date of commencement of each such Sublease.

4. Expansion Option. During the Term, Tenant shall have an irrevocable option ("Option"), exercisable at any time, and from time to time, to lease up to a maximum of three hundred (300) square feet of real property adjacent to the existing Premises at a location mutually approved by Landlord and Tenant, which approval shall not be unreasonably withheld, conditioned, or delayed ("Additional Lease Area"), on the same terms and conditions set forth in the Agreement. If Landlord and Tenant are unable to agree upon the location of the Additional Lease Area after exercising good faith, reasonable efforts to do so, then Landlord may deny Tenant's exercise of the Option in writing to Tenant. If Tenant elects to exercise the Option, Tenant shall pay a monthly amount equal to One and 00/100 Dollar (\$1.00) per square foot for the Additional Lease Area included in the exercise of the Option ("Additional Lease Area Rent"). The Additional Lease Area Rent shall be due and payable on the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) full month following commencement of construction activities within the Additional Lease Area and shall escalate upon the same terms and at the same time as the rent set forth in the Agreement. Tenant may exercise the Option for the entire Additional Lease Area in a single exercise, or may

exercise the Option multiple times in increments, by providing written notice to Landlord at any time (each a "Notice of Exercise"); provided, however, that following Tenant's delivery of the Notice of Exercise to Landlord, Tenant may at any time prior to commencement of construction activities within the Additional Lease Area withdraw its election to exercise the Option if Tenant discovers or obtains any information of any nature regarding the Additional Lease Area which Tenant determines to be unfavorable in its sole discretion. Tenant shall also have the right to record a Notice of Exercise, to be prepared on Tenant's standard form, without Landlord's signature to provide record notice of the exercise of the Option. The Additional Lease Area, or such portion as identified in the Notice of Exercise, shall become part of the Premises and subject to all terms and conditions of the Agreement, as it may have been amended, effective as of the date of the Notice of Exercise (the "Expansion Date"), whether or not the Notice of Exercise is recorded. Effective upon the Expansion Date, the Agreement shall automatically be amended to include the Additional Lease Area and Additional Lease Area Rent without the need for any further documentation.

5. Right of First Refusal. If Landlord receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest, including all of Landlord's right, title and interest in the Agreement, on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

6. Survey. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Third Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this Third Amendment.

7. Conditional Signing Bonus. Tenant will pay to Landlord a one-time amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) for the full execution of this Third Amendment, payable within sixty (60) days of the full execution of this Third Amendment

("Conditional Signing Bonus"). In the event that this Third Amendment (and any applicable memorandum of Agreement and/or amendment) is not fully executed by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Signing Bonus to Landlord.

8. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

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

b) Tenant is not currently in default under the Agreement, and to Landlord'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 Tenant under the Agreement.

c) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

d) Landlord acknowledges that the Premises, as defined, shall include any portion of Landlord's Property on which communications facilities or other Tenant improvements exist on the date of this Third Amendment.

9. Notices. Tenant's notice address as stated in Section 4 of the Second Amendment is amended as follows:

If to Tenant:

T-Mobile West Tower LLC  
12920 S.E. 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Leasing Administration

With a copy to:

T-Mobile West Tower LLC  
c/o CCTMO LLC  
Attn: Legal – Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317

10. Counterparts. This Third 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.

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

12. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this Third Amendment in the Official Records at any time following the execution of this Third Amendment by all parties hereto.

[Signature pages follow]

This Third Amendment is executed by Tenant as of the date first written above.

**TENANT:**  
T-MOBILE WEST TOWER LLC, a  
Delaware limited liability company

By: CCTMO LLC, a Delaware limited  
liability company  
Its: Attorney In Fact

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**WHEN RECORDED RETURN TO:**

T-Mobile West Tower LLC  
c/o Post Closing – Recording  
8020 Katy Freeway  
Houston, TX 77024

Prepared by:  
Weiss Brown, PLLC  
6263 N. Scottsdale Rd., Suite 340  
Scottsdale, AZ 85250

Space above this line for Recorder's Use

A.P.N. 17-035-0062

Prior recorded document(s) in Utah County, Utah:  
October 7, 2015 at #91959:2015

**MEMORANDUM OF THIRD AMENDMENT TO  
LEASE AGREEMENT WITH OPTION**

This Memorandum of Third Amendment to Lease Agreement with Option is dated as of the date of Landlord's signature, and made effective as of the date of execution by the last party hereto to sign ("Effective Date") by and between THE BOARD OF EDUCATION OF ALPINE SCHOOL DISTRICT, a Body corporate (hereinafter referred to as "Landlord") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Tenant").

1. Landlord and VoiceStream PCS II Corporation, a Delaware corporation ("Original Tenant") entered into a Lease Agreement with Option dated May 13, 2004 (the "Original Agreement"), whereby Original Tenant leased certain real property, together with access and utility easements, located in Utah County, Utah from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"). Landlord's Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. The Original Agreement was amended by that certain First Amendment to Lease Agreement with Option dated May 19, 2009 ("First Amendment"), and by that certain Second Amendment to Lease Agreement with Option dated August 20, 2015, a memorandum of which was recorded in the official records of Utah County, Utah ("Official Records") on October 7, 2015 at Entry No. 91959:2015 ("Second Amendment") (hereinafter the Original Agreement and all subsequent amendments are collectively referred to as the "Agreement").

3. T-Mobile West Tower LLC is currently the Tenant under the Agreement as successor in interest to the Original Tenant.

4. The Agreement had an initial term that commenced on May 3, 2005 and expired on May 31, 2010. The Agreement provides for five (5) extensions of five (5) years each, four (4) of which were exercised by Tenant (each extension is referred to as an "Extension Term"). According to the Agreement, the final Extension Term expires May 31, 2035.

5. Landlord and Tenant have entered into a Third Amendment to Lease Agreement with Option (the "Third Amendment"), of which this is a Memorandum, providing for six (6) additional Extension Terms of five (5) years each. Pursuant to the Third Amendment, the final Extension Term expires on May 31, 2065.

6. By the Third Amendment, Landlord granted to Tenant the right of first refusal to purchase a portion of the Landlord's Property, under the following terms:

If Landlord receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest, including all of Landlord's right, title and interest in the Agreement, on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

7. By the Third Amendment, Landlord granted to Tenant the option to expand the Premises by up to an additional three hundred (300) square feet adjacent to the Premises. Additional details of the foregoing expansion are set forth in the Third Amendment.

8. The terms, covenants and provisions of the Third Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

9. This Memorandum does not contain the social security number of any person.
10. A copy of the Third Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]





**EXHIBIT A**  
**(Legal Description of Landlord's Property)**

SITUATE IN THE COUNTY OF UTAH, STATE OF UTAH, DESCRIBED AS FOLLOWS:

COMMENCING 13.5 FEET EAST FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN; THENCE EAST 1306.2 FEET TO THE WEST LINE OF 600 WEST STREET; THENCE SOUTH 660 FEET ALONG 600 WEST STREET; THENCE WEST 1306.5 FEET TO THE EAST LINE OF 800 WEST STREET; THENCE NORTH 660 FEET ALONG 800 WEST STREET TO THE PLACE OF BEGINNING.

**A RESOLUTION AUTHORIZING THE GRANT OF AN UNDERGROUND RIGHT OF WAY  
UTILITY EASEMENT TO ROCKY MOUNTAIN POWER ON THE ALPINE SCHOOL  
DISTRICT-OWNED WANDER PROPERTY LOCATED IN THE CITY OF SARATOGA SPRINGS**

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WHEREAS, the Alpine School District (“District”) owns real property located in the City of Saratoga Springs, Utah, conveyed to the District by Oakwood Homes on June 6, 2022, as evidenced by the attached deed, named project ABL SAR 15 WANDER J5 30 LOT; and

WHEREAS, Rocky Mountain Power has located a transformer on the property to provide electrical service to a future school site and adjacent residential development, and has requested a utility easement for such facilities, a copy of which is attached; and

WHEREAS, it is in the best interest of the District to approve the requested utility easement to allow continued development and provision of electrical service;

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NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Alpine School District hereby authorizes and approves a utility easement between Alpine School District and Rocky Mountain Power.

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**APPROVALS**

In accordance with Utah Code §53G-3-302(6)(d), the declaration of the easement has been reviewed and approved by the following district:

- Lake Mountain School District on February 12, 2026

Passed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

RE:V05042015

Return to:  
Rocky Mountain Power  
Lisa Louder/Jack Pehkonen  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

Project Name: ABL SAR15 WANDER J5 30 LOT  
WO#: 7460433  
RW#:

### UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Board of Education of Alpine School District** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 22 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in **Utah** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **Exhibit A** attached hereto and by this reference made a part hereof:

Legal Description: Beginning at a point on the North Right-of-Way Line of Kanab Creek Drive, said point also being a point on a 1317.67 foot radius non tangent curve to the left, (radius bears South 12°57'11" West, Chord: North 77°15'52" West 10.00 feet), said point lies North 89°57'40" West 284.83 feet along the Section Line and North 2849.47 feet from the East Quarter Corner of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence along said Kanab Creek Drive and the arc of said curve 10.00 feet through a central angle of 00°26'05"; thence North 12°44'08" East 21.96 feet; thence South 77°23'00" East 10.00 feet; thence South 12°44'08" West 21.98 feet to the point of beginning.

Property contains 0.005 acres, 220 square feet.

Assessor Parcel No. 58:035:0138

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

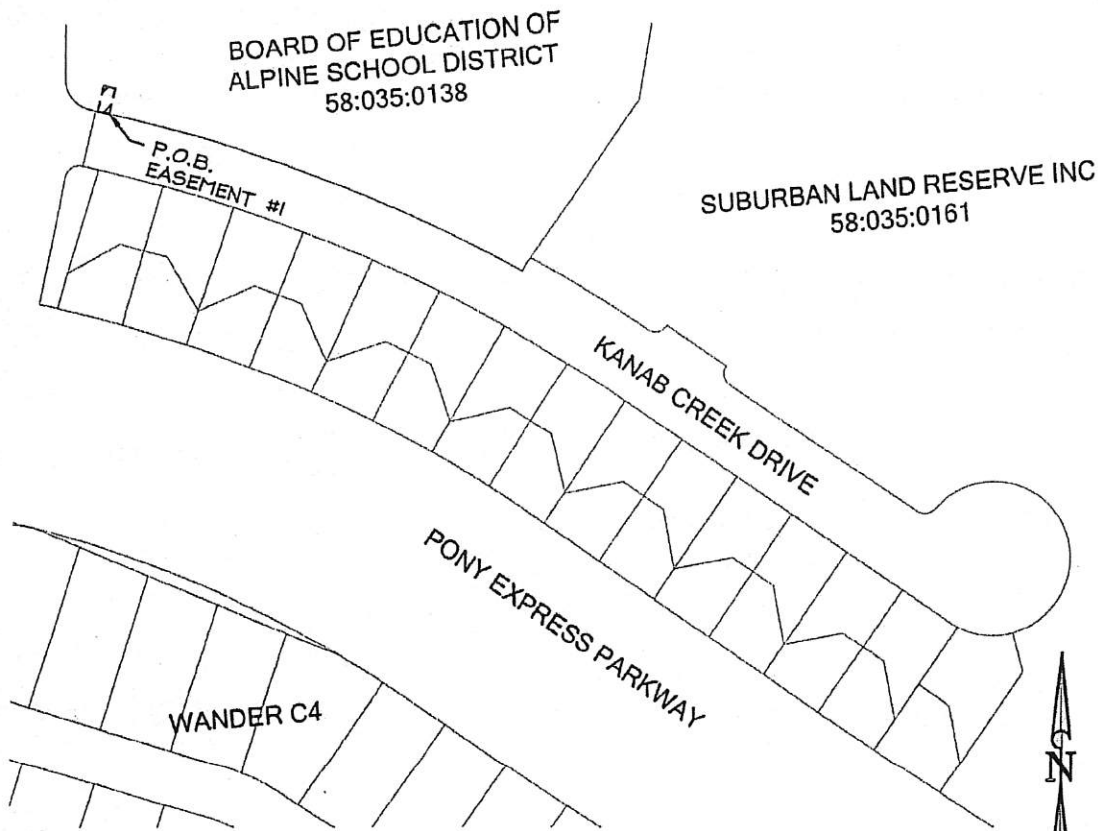
\_\_\_\_\_  
*(Insert Grantor Name Here)* GRANTOR

\_\_\_\_\_  
*(Insert Grantor Name Here)* GRANTOR



## Property Description

Quarter: SE Quarter: SE Section: 23 Township 05 (S),  
Range 001 (W), Salt Lake Base & Meridian  
County: Utah State: Utah  
Parcel Number: 58:035:0138



SCALE 1"=100'

CC#: 11421 WO#: 7460433

Landowner Name: Alpine School District

Drawn by:

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

# EXHIBIT A



SCALE:

Mail Recorded Deed and Tax Notice To:  
Board of Education of Alpine School District  
585 N 100 E  
American Fork, UT 84003

ENT68557:2022 PG 1 of 3  
Andrea Allen  
Utah County Recorder  
2022 Jun 08 12:50 PM FEE 40.00 BY KC  
RECORDED FOR Cottonwood Title Insurance Agency, In  
ELECTRONICALLY RECORDED



File No.: 152865-CAF

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## SPECIAL WARRANTY DEED

**Clayton Properties Group II, Inc., a Colorado corporation, dba Oakwood Homes**

**GRANTOR(S)** of Murray, State of Utah, hereby Conveys and Warrants against all who claim by, through, or under the grantor to

**Board of Education of Alpine School District, a political subdivision of the State of Utah**

**GRANTEE(S)** of American Fork, State of Utah

for the sum of Ten and no/100 (\$10.00) DOLLARS and other good and valuable consideration, the following described tract of land in **Utah County**, State of Utah:

**SEE EXHIBIT A ATTACHED HERETO**

**TAX ID NO.:** 58-035-0130 (for reference purposes only)

**SUBJECT TO:** Property taxes for the year 2022 and thereafter; covenants, conditions, restrictions, reservations and easements of record; and all applicable zoning laws and ordinances.

*[Signature on following page]*

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

A parcel of land situated in the Southeast Quarter of Section 23 and the Southwest Quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point on a 25.000 foot radius non tangent curve to the right, said point lies North 89°57'40" West 301.016 feet along the Section Line and North 2853.076 feet from the East Quarter Corner of Section 26, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence along the arc of said curve (radius bears North 12°13'55" East, Chord: North 38°52'56" West 31.389 feet) 33.934 feet through a central angle of 77°46'18"; thence North 00°00'13" East 706.343 feet; thence East 583.812 feet; thence South 09°02'32" West 275.409 feet; thence South 80°57'28" East 125.000 feet; thence South 09°02'32" West 56.266 feet; thence North 80°57'28" West 125.000 feet; thence South 09°02'32" West 400.954 feet; thence South 33°58'13" West 168.649 feet to a point on a 1317.668 foot radius non tangent curve to the left; thence along the arc of said curve (radius bears South 28°45'30" West, Chord: North 69°30'17" West 378.752 feet) 380.068 feet through a central angle of 16°31'35" to the point of beginning.