



All agenda items  
in this packet are  
preliminary, until  
approved by the  
Layton City  
Council.

# Citizen Comment Guidelines

For the benefit of all who participate in a **PUBLIC HEARING** or in giving **PUBLIC COMMENT** during a City Council meeting, we respectfully request that the following procedures be observed so that all concerned individuals may have an opportunity to speak:

**Public Comment Notice:** In accordance with the State of Utah Open and Public Meetings Act, the City Council will not respond to, engage in discussion of, or act on comments made during the public comment period.

**Comments:** Your comments are important. To give order to the meeting, please make direct comments to and through the person conducting the meeting.

**Time:** If you are giving public input on any item on the agenda, please limit comments to three (3) minutes. If greater time is necessary to discuss the item, the matter may, upon request, be placed on a future City Council agenda for further discussion.

**Courtesy:** Please be courteous to those making comments by avoiding applauding or verbal outbursts either in favor of or against what is being said.

**New Information:** Please limit comments to new information only to avoid repeating the same information multiple times.

**Spokesperson:** Please, if you are part of a large group, select a spokesperson for your group.

**Handouts and Electronic Information:** An electronic or hard copy of any information presented to the City Council must be submitted to the City Recorder by the end of the meeting.

Thank you.

**REGULAR MEETING AGENDA OF THE  
CITY COUNCIL OF LAYTON, UTAH**

PUBLIC NOTICE is hereby given that the City Council of Layton, Utah, will hold a public meeting in the Council Chambers of the City Center Building, 437 North Wasatch Drive, Layton, Utah, commencing at **7:00 PM on April 2, 2026**.

**AGENDA ITEMS:**

**1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITION, APPROVAL OF MINUTES:**

**2. MUNICIPAL EVENT ANNOUNCEMENTS:**

**3. VERBAL PETITIONS AND PRESENTATIONS:**

**4. CITIZEN COMMENTS:**

**5. CONSENT ITEMS:** (These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.)

- A. Memo of Understanding Between Layton City and Royce Circle L, LLC Regarding Utility Connections and Easement Establishment – Resolution 26-18 – Approximately Along the Top Northeast Corner of 200 West Gentile Street, Near Cross Street
- B. Approve a Land Lease Agreement for an Existing Antenna Facility, Pursuant to an Agreement with AT&T – Resolution 26-19 – Approximately 1000 North 1600 East

**6. PUBLIC HEARINGS:**

**7. UNFINISHED BUSINESS:**

**ADJOURN:**

Notice is hereby given that:

- A Work Meeting will be held at 5:30 PM to discuss miscellaneous matters.
- This meeting will also be live streamed via [laytoncitylive.com](http://laytoncitylive.com) and [facebook.com/Laytoncity](https://facebook.com/Laytoncity)
- In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.
- This meeting may involve the use of electronic communications for some of the members of this public body. Elected Officials at remote locations may be connected to the meeting electronically.
- By motion of the Layton City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that chapter.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Kimberly S Read, City Recorder

This public notice is posted on the Utah Public Notice website [www.utah.gov/pmn/](http://www.utah.gov/pmn/), the Layton City website [www.laytoncity.org](http://www.laytoncity.org), and at the Layton City Center.

In compliance with the Americans with Disabilities Act, persons in need of special accommodations or services to participate in this meeting shall notify the City at least 48 hours in advance at 801-336-3826 or 801-336-3820.

**LAYTON CITY COUNCIL MEETING  
AGENDA ITEM COVER SHEET**

**Item Number:** 5.A.

**Subject:**

Memo of Understanding Between Layton City and Royce Circle L, LLC Regarding Utility Connections and Easement Establishment – Resolution 26-18 – Approximately Along the Top Northeast Corner of 200 West Gentile Street, Near Cross Street

**Background:**

The existing culinary water and sanitary sewer connections for the east phase of the Circle L Mobile Home Community (CIRCLE L) partially run along the top Northeast corner of Layton City (City) owned property located at 200 West Gentile Street, near Cross Street. Based on fire flow requirements and existing City standards, the current water line, measuring 4-inches in diameter, is undersized and will not meet the future needs of CIRCLE L. The existing water meter and backflow prevention vaults for CIRCLE L are located within the southeast corner of the CIRCLE L property, establishing the water line section between the existing meter vault and Cross Street as part of the City's public water system. Accessing the meter vault to obtain meter reads currently requires City Staff to enter private property through multiple fences and gates.

The City and CIRCLE L agree that upgrading the water line connection is beneficial to the CIRCLE L Community to improve water supply and available fire flow. This will also allow the City to have full access to the water meter, by relocating the meter to the Northeast corner of the City's property, at the back of the sidewalk near Cross Street.

Utility easements were not established over CIRCLE L's existing water and sewer connections when originally constructed. Since CIRCLE L does not own property abutting Cross Street, a new utility easement will be established over the upgraded water connection and the existing sewer connection within the City's property.

The City will construct the upgraded water line connection and appurtenances. CIRCLE L will participate by providing the materials necessary for the City to construct the project, as well as assume ownership and responsibility for the future care and maintenance of the upgraded water line connection between the new water meter location and the CIRCLE L property line. The City will own and maintain the water meter, associated vault, and the water line connection, between the new meter and Cross Street, as well as establish a new easement after construction is completed, granting said easement to CIRCLE L, providing access for maintenance of the private utilities in the future.

**Alternatives:**

Alternatives are to: 1) Adopt Resolution 26-18 to approve the Memo of Understanding with Royce Circle L, LLC regarding utility connections and easement establishment; 2) Adopt Resolution 26-18 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 26-18 and remand to Staff with direction.

**Recommendation:**

Staff recommends the Council adopt Resolution 26-18 to approve the Memo of Understanding with Royce Circle L, LLC, regarding utility connections and easement establishment, and authorize the Mayor, or City Manager, to sign the necessary documents.

**RESOLUTION 26-18**

**ADOPTING AND APPROVING A MEMORANDUM OF UNDERSTANDING  
BETWEEN LAYTON CITY AND ROYCE CIRCLE L, LLC REGARDING  
UTILITY CONNECTIONS AND EASEMENT ESTABLISHMENT**

**WHEREAS**, the existing culinary water and sanitary sewer connections, which service the east phase of the Circle L Mobile Home Community, owned by Royce Circle L, LLC (CIRCLE L), run approximately along the top Northeast corner of the Layton City (City) owned property located at 200 West Gentile Street, near Cross Street; and

**WHEREAS**, when the existing connections were constructed, utility easements were not established; and

**WHEREAS**, based on the existing City standards, and fire flow requirements, the current water line, measuring 4-inches in diameter, is undersized and will not meet the future needs of CIRCLE L; and

**WHEREAS**, the existing water meter and backflow prevention vaults are currently located behind multiple fences and gates within the southeast corner of the CIRCLE L property, impeding City staff's access to the meter vaults, for meter reads and maintenance; and

**WHEREAS**, the City and CIRCLE L (Parties) agree that upgrading the water line connection is beneficial to CIRCLE L, by improving the water supply and available fire flow, as well as to the City, by providing full access to the water meter; and

**WHEREAS**, the City will construct the upgraded water line connection and appurtenances and Circle L will participate by providing the materials necessary for the City to construct the project; and

**WHEREAS**, CIRCLE L will assume ownership and responsibility for the future care and maintenance of the upgraded water line connection between the new water meter location and the CIRCLE L property line. The City will own and maintain the water meter, associated vault, and the water line connection, between the new meter and Cross Street, as well as establish a new easement, after construction is completed, granting said easement to CIRCLE L, providing access for maintenance of the private utilities in the future; and

**WHEREAS**, the Parties have agreed to the terms and conditions contained in the Memorandum of Understanding; and

**WHEREAS**, it is deemed to be in the best interest of the citizens of Layton City to adopt and approve the Memorandum of Understanding with Royce Circle L, LLC regarding the utility connections and easement establishment.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:**

1. That the Memorandum of Understanding between Layton City and Royce Circle L, LLC, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor, or City Manager, is authorized to sign said Memorandum of Understanding, and any additional documents forthcoming in relation to the Memorandum of Understanding, between Layton City and Royce Circle L, LLC.
3. This Resolution shall become effective immediately upon adoption by the City Council.

**PASSED AND ADOPTED** by the City Council of Layton, Utah, this **2<sup>nd</sup> day of April, 2026.**

\_\_\_\_\_  
JOY PETRO, Mayor

ATTEST:

\_\_\_\_\_  
KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

*For: [Signature]*  
\_\_\_\_\_  
CLINTON R. DRAKE, City Attorney

*[Signature]*  
\_\_\_\_\_  
STEPHEN JACKSON, Department Director



Community • Prosperity • Choice

Mayor • Joy Petro  
City Manager • Alex Jensen

• Public Works – Engineering •  
Stephen Jackson • Director  
Briant Jacobs • City Engineer  
Telephone: (801) 336-3700  
Fax: (801) 336-3713

## MEMORANDUM OF UNDERSTANDING

Layton City:  
Layton City Corporation  
437 North Wasatch Drive  
Layton, Utah 84041

Royce Circle L, LLC  
c/o Inspire Communities, LLC  
ATTN: Mike Viger  
2111 E. Highland Avenue, Suite B145  
Phoenix, AZ 85016  
mviger@inspirecommunities.com

This Memorandum of Understanding (MOU) is entered into to establish an agreement between Layton City and Royce Circle L, LLC on behalf of the Circle L Homes and RV Community (Circle L) concerning the respective obligations of each entity, relative to existing water and sewer utility connections running side-lot to Cross Street, and a new 8-inch diameter culinary water line proposed through parcel 10-070-0130 owned by Layton City. Circle L is located at 231 N. Main Street in Layton, Utah. A map showing each item subject to this MOU and locations is included as Exhibit A.

WHEREAS, the existing water line connection for the east phase of Circle L is located at the southeast corner of the Circle L parcel (10-070-0062), then runs side-lot in an eastern direction to Cross Street; and

WHEREAS, based on fire flow requirements and existing Layton City standards, this existing water line is undersized as a 4-inch diameter pipe. The water line also appears to have no existing utility easement; and

WHEREAS, the existing water meter and backflow prevention vaults are located in the southeast corner of the Circle L property. The existing water line from these meter vaults out to Cross Street is currently considered part of the Layton City public water system based on the location of the meter vault. Accessing the meter vault to obtain meter reads requires Layton City staff to enter private property through fences and gates; and

WHEREAS, in the interest of the public health, safety and welfare, as required by law, Layton City and Circle L agree that upgrading the side-lot water line connection is beneficial to the Circle L Community to improve water supply and available fire flow. Because Circle L does not own property abutting Cross Street, and Layton City owns the neighboring parcel with access to Cross Street; and



WHEREAS, in the interest of the public health, safety and welfare, as required by law it is the desire of Layton City to have better access to the water meter for Circle L, and Layton City desires to move the water meter vault and backflow prevention vault and increase the pipe diameter and to improve fire flow for the community; and

WHEREAS, Circle L desires to upgrade the private water system within their property.

NOW, THEREFORE, the parties hereby agree as follows:

1. Construction of Proposed 8-inch Water Line. Layton City or a Layton City appointed contractor will construct a new 8-inch diameter C900 PVC DR14 water line to replace and upgrade the existing side lot connection to Cross Street. The new water line will be constructed from approximately 25 to 30 feet inside the Circle L south property line, running east to the connection point near the sidewalk on Cross Street (refer to Exhibit A). Layton City or a Layton City appointed contractor will also remove the existing water line if necessary as part of this construction project.
2. Construction of Proposed Water Meter and Backflow Prevention Equipment and Vaults. Layton City or a Layton City appointed contractor will construct a new 8-inch water meter and vault and a new 8-inch double check valve device for backflow prevention and manhole vault near the back of sidewalk at Cross Street (refer to Exhibit A) to improve access for Layton City staff reading the water meter. Circle L will continue to receive a monthly water bill showing usage through this meter.
3. Ownership and Maintenance of Proposed 8-inch Water Line to Cross Street and Equipment on Circle L Property. Circle L Hereby agrees to assume ownership and responsibility of the future care and maintenance of the proposed 8-inch waterline from the connection at the Circle L property line out to the new water meter vault near Cross Street. Any water lines or equipment (fire hydrants, valves, services, etc.) located inside the Circle L property boundary are considered private ownership and responsibility of Circle L.
4. Ownership and Maintenance of Proposed 8-inch Water Line Between Connection to Cross Street and New Water Meter. Layton City will own and maintain the water line from the connection in Cross Street up to and including the new water meter and vault per current Layton City standards.
5. Ownership and Maintenance of Backflow Prevention Equipment and Vault. Once installation is complete, the backflow prevention equipment, valves, and manhole vault, including the piping between the meter vault and backflow vault, shall be owned and maintained by Circle L. Annual backflow testing certificates must also be submitted by Circle L to Layton City.



6. Utility Easement. Layton City agrees to grant a new 25 foot wide private utility and drainage easement for the new 8-inch diameter water line and the existing sewer line located through the northeast corner of the City-owned parcel. The easement will allow Circle L access to the water line and sewer line for future maintenance of the utilities. Layton City will prepare the easement description and record the necessary documents. The easement will not be exclusive.
7. Payment for New Water Meter, Vault and Parts. Circle L will pay for the costs to purchase the new water meter, vault, and associated parts, as shown below in the cost summary.
8. Payment for New Backflow Prevention Equipment, Vault, and Parts. Circle L will pay for the costs to purchase the new 8-inch double check valve device, vault, and associated parts for backflow protection, as shown below in the cost summary.
9. Existing Water Meter. The existing water meter will be removed by Layton City and salvaged to the City.
10. Existing Water Meter Vault. The existing water meter vault will be abandoned in place or removed by Circle L. Existing pipes into the vault will be plugged and capped by Circle L to properly abandon in place unless otherwise removed.
11. Existing Backflow Prevention Equipment and Vault. The existing backflow prevention equipment will be removed by and salvaged to Circle L. The existing backflow prevention vault will be removed or abandoned in place by Circle L. Existing pipes into the vault will be plugged and capped by Circle L to properly abandon in place unless otherwise removed.
12. Existing Water Line. The existing waterline will be abandoned in place unless it is found to be in the way of the project.
13. Existing Sewer Line. The existing sewer line from the Circle L property line out to Cross Street will remain in service at the existing location. This sewer line is private and owned and maintained by Circle L out to the manhole connection on the City sewer main in Cross Street.
14. Water exaction fees. Water exaction fees are not being assessed with this water line transfer.
15. Future expansion or development. Any new use (building expansion or modification, etc.) within the existing Circle L Mobile Home Park will need to be designed, reviewed, and constructed to meet Layton City Standards existing at the time of the new use.



16. Cost Summary.

Circle L and Layton City agree to the following allocation of costs to:

**Circle L**

Item Description	Quantity	Unit	\$ Each	\$ Total
New 8-inch Octave Water Meter	1	EA	\$ 6,820.86	\$ 6,820.86
Vault for Water Meter	1	EA	\$ 9,080.92	\$ 9,080.92
New Double Check Valve Assembly (Backflow Protection)	1	EA	\$ 8,994.67	\$ 8,994.67
Manhole Vault for Check Valve Assembly	1	EA	\$ 3,453.46	\$ 3,453.46
New 8" C900 DR14 PVC Pipe and All Associated Parts for Meter and Double Check Valve Install	1	LS	\$ 18,913.15	\$ 18,913.15
Water Exaction Fee	N/A			none
Water Impact Fee	N/A			none
<b>TOTAL</b>				<b>\$ 47,263.06</b>

**Layton City**

Item Description	Quantity	\$ Each	\$ Total
Labor for Installation of Water Meter and Vault			\$ 2,000.00
Labor for Installation of Double Check Valve and Manhole Vault			\$ 2,000.00
Labor for Pipe Installation and Connections to Mains and Vaults			\$ 14,000.00
Backfill, Roadbase, and Asphalt Materials and Installation			\$ 3,738.00
Site Restoration			\$ 1,000.00
Construction equipment		Covered by Layton City	
New Easement on City Parcel		Covered by Layton City	
<b>TOTAL</b>			<b>\$ 22,738.00 + Labor, Equipment, Materials</b>

17. Conclusion: This MOU represents the understanding and agreement between parties. The MOU is a binding agreement between the parties. The Layton City Council must adopt and approve this agreement. The approval of this agreement on behalf of Circle L and Layton City are attested by the signatures below. This MOU shall become effective as of the date first above written and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. This Memorandum may, at the sole discretion of Layton City, be recorded at the Office of the Davis County Recorder. The rights, obligations, and responsibilities set forth in this Memorandum shall not be assigned without prior written consent of the Parties.

**[SIGNATURE & NOTARY PAGES TO FOLLOW]**



IN WITNESS WHEREOF, the OWNER has executed this Memorandum of Understanding this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**ROYCE CIRCLE L, LLC:**

  
SIGNATURE

Tracey Gamble – Authorized Signatory –  
Royce Circle L, LLC  
PRINTED NAME & TITLE

STATE OF New York  
COUNTY OF New York

On this 17 day of March, 2026 personally appeared before me Tracey Gamble, who being by me duly sworn did say that he/she is the Authorized Signatory of Royce Circle L, LLC, a limited liability company, and that the foregoing Memorandum of Understanding was signed in behalf of said company by authority, and he/she acknowledged to me that said company executed the same.

  
NOTARY PUBLIC

Gina Kim  
Notary Public, State of New York  
Reg. No. 01KI6398677  
Qualified in New York County  
Commission Expires 10/07/2027



**LAYTON CITY CORPORATION:**

\_\_\_\_\_  
JOY PETRO, Mayor

**ATTEST:**

\_\_\_\_\_  
KIMBERLY S READ, City Recorder

STATE OF UTAH  
                                  §  
COUNTY OF DAVIS

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me Joy Petro who, being duly sworn, did say that he/she is the Mayor of LAYTON CITY, a municipal corporation of the State of Utah, and that the foregoing Memorandum of Understanding was signed in his/her capacity as land use authority on behalf of the City for approval.

\_\_\_\_\_  
NOTARY PUBLIC

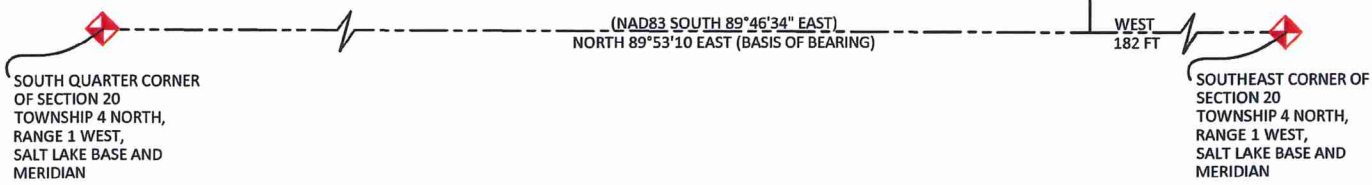
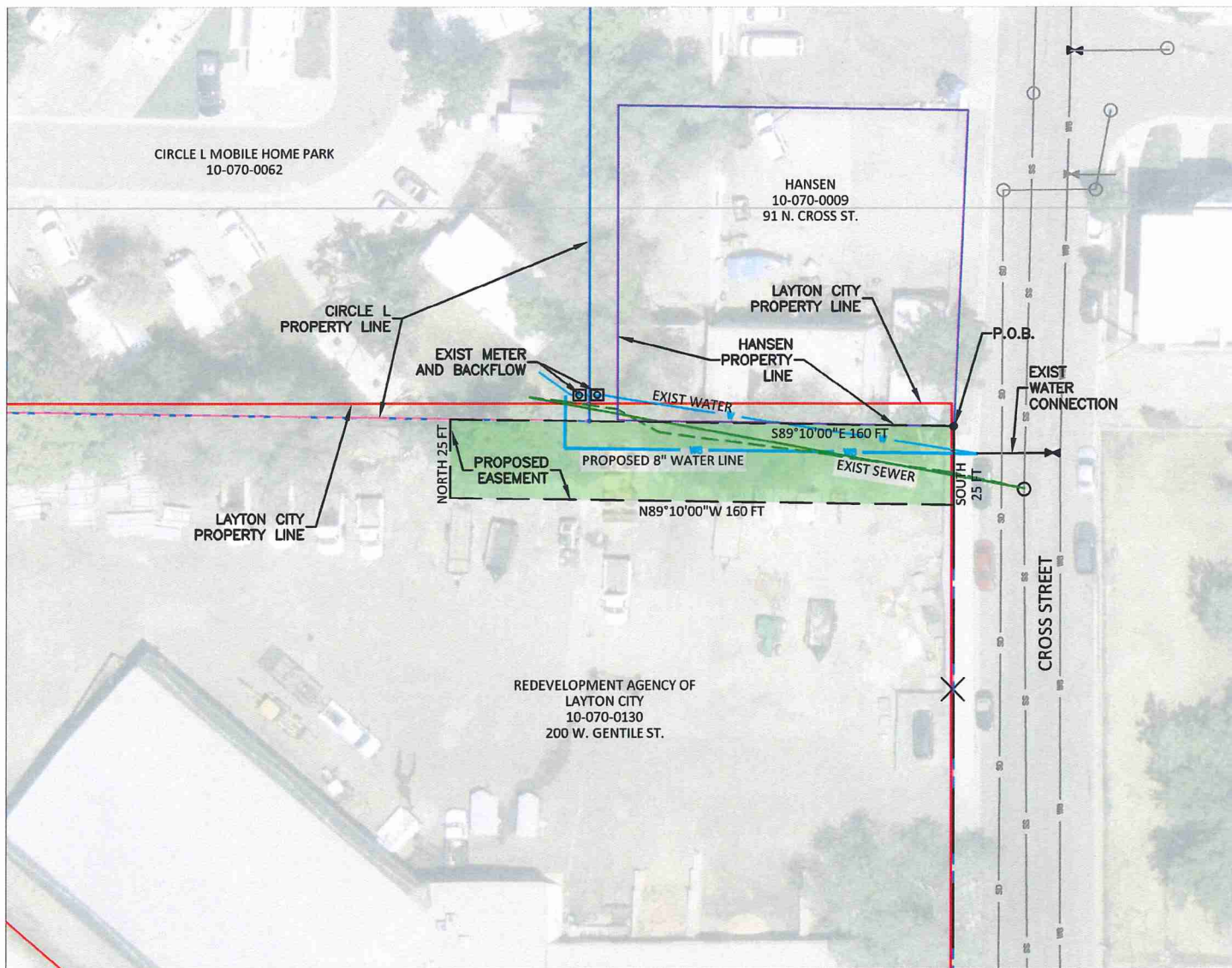
**Approved as to Form:**

For: Judith Sandberg  
City Attorney

Beth H. [Signature]  
City Engineer



# EXHIBIT A PROPOSED EASEMENT MAP



**LAYTON CITY COUNCIL MEETING  
AGENDA ITEM COVER SHEET**

**Item Number:** 5.B.

**Subject:**

Approve a Land Lease Agreement for an Existing Antenna Facility, Pursuant to an Agreement with AT&T – Resolution 26-19 – Approximately 1000 North 1600 East

**Background:**

New Cingular Wireless PCS, LLC (AT&T) leases certain real property, 651 square feet more or less, from the City at approximately 1000 North 1600 East, which contains an antenna facility, (Cell Tower). The conditions of the above-noted lease, signed April 20, 2000, between AT&T and the City (Parties), expires on April 20, 2030 (Original Lease). The Parties desire to terminate the Original Lease and enter into a new lease at the same location. Layton City desires to adjust the access area to the antenna facility to accommodate the construction of new bathroom facilities at Andy Adams Park.

**Alternatives:**

Alternatives are to: 1) Adopt Resolution 26-19 to approve a Land Lease Agreement for an Existing Antenna Facility, Approximately 1000 North 1600 East, Pursuant to an Agreement with AT&T; 2) Adopt Resolution 26-19 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 26-19 and remand to Staff with directions.

**Recommendation:**

Staff recommends the Council adopt Resolution 26-19 to approve a Land Lease Agreement for an Existing Antenna Facility, Approximately 1000 North 1600 East, Pursuant to an Agreement with AT&T and authorize the Mayor to sign the necessary documents.

**RESOLUTION 26-19**

**A RESOLUTION APPROVING A LAND LEASE AGREEMENT FOR AN EXISTING ANTENNA FACILITY LOCATED AT APPROXIMATELY 1000 NORTH 1600 EAST PURSUANT TO AN AGREEMENT WITH AT&T**

**WHEREAS**, New Cingular Wireless PCS, LLC (“AT&T”) leases certain real property from the City located at approximately 1000 North 1600 East, approximately 651 sq. ft., which contains an antenna facility, hereinafter “Cell Tower”; and

**WHEREAS**, the conditions of the above noted lease, signed April 20, 2000, between AT&T and the City expires on April 20, 2030, hereinafter “Original Lease”; and

**WHEREAS**, the Parties desire to terminate the Original Lease and enter into a new lease at the same location; and

**WHEREAS**, Layton City desires to adjust the access area to the antenna facility to accommodate the construction of new bathroom facilities at Andy Adams Park; and

**WHEREAS**, the Layton City Council deems it to be in the best interest of the City to approve the request by AT&T.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:**

1. That the agreement entitled “Land Lease Agreement” between Layton City, Utah and AT&T, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor be authorized to execute and deliver the Land Lease Agreement and the Mayor is authorized to approve the final terms of the Land Lease Agreement.
3. This Resolution shall become effective immediately upon adoption by the City Council.

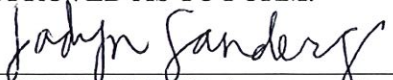
**PASSED AND ADOPTED** by the City Council of Layton, Utah, this 2<sup>nd</sup> day of April, 2026.

\_\_\_\_\_  
JOY PETRO, Mayor

ATTEST:

\_\_\_\_\_  
KIMBERLY S READ, City Recorder

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JADYN SANDERS, Assistant City Attorney

Market: CO / UT / WY / MT / S. ID  
Cell Site Number: UTL03004  
Cell Site Name: VALLEY VIEW  
Fixed Asset Number: 10088280

**LAND LEASE AGREEMENT**  
**(Cell Tower Agreement Andy Adams Park)**

This Land Lease Agreement (the “**Agreement**”) is made by and between Layton City, a Utah municipal corporation, with its principal offices located at 437 North Wasatch Drive, Layton, UT 84041, hereinafter designated LESSOR, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party.”

WITNESSETH

1. **GRANT.** In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain, and operate communications equipment (“**Use**”) upon the Premises (as hereinafter defined), which are a part of that real property owned, leased, or controlled by LESSOR at Andy Adams Park at approximately 1000 North 1600 East, City of Layton, County of Davis, State of Utah (the “**Property**”). The Property is legally described on Exhibit “A” attached hereto and made a part hereof. The Premises is defined as a portion of the Property and is approximately 651 square feet, and are shown in detail on Exhibit “B” attached hereto and made a part hereof.

2. **ORIGINAL AGREEMENT.** LESSOR and LESSEE entered into a Lease Agreement (Collocation) dated April 20, 2000, (the “Original Agreement”); and effective as of the Effective Date (as hereinafter defined), LESSOR and LESSEE agree and acknowledge that the Original Agreement is terminated in its entirety and replaced with this Agreement.

3. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties (“Effective Date”). The initial term of the Agreement shall be for five (5) years beginning on the Commencement Date (as hereinafter defined) (“**Initial Term**”). The “**Commencement Date**” shall be April 20, 2026.

4. **EXTENSIONS.** This Agreement shall automatically be extended for five (5) additional five (5) year terms (“**Renewal Terms**”), unless LESSEE terminates at the end of the then current term by giving LESSOR written notice of its intent to terminate at least three (3) months prior to the end of the Initial Term or then current Renewal Term. The Initial Term and all Renewal Terms shall be collectively referred to herein as the “**Term**.” Rent, as defined below, shall increase by three percent (3%) of the Rent in effect for the previous year starting the second (2<sup>nd</sup>) year of the Initial Term and for each year thereafter, including any and all Renewal Terms.

Market: CO / UT / WY / MT / S. ID

Cell Site Number: UTL03004

Cell Site Name: VALLEY VIEW

Fixed Asset Number: 10088280

5. RENTAL.

a. Rent payments shall begin on the Commencement Date and be due at a total annual rental of Twenty-Three Thousand Seven Hundred Four and 49/100 Dollars (\$23,704.49), to be paid annually(the "Rent") on the twentieth (20<sup>th</sup>) day of April, in advance, to LESSOR at 437 North Wasatch Drive., Layton, UT 84041 or to such other person, firm, or place as LESSOR may, from time to time, designate, in writing, at least thirty (30) days in advance of any Rent payment date by notice given in accordance with Paragraph 20 below. From that date forward, all Rent shall be due annually on April 20<sup>th</sup> as described above. Upon agreement of the Parties, LESSEE may pay Rent by electronic funds transfer and, in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. For any Party to whom Rent is to be paid, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other Parties right to receive Rent as is reasonably requested by LESSEE. Rent shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver Rent payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued Rent payments as directed by LESSOR.

6. ACCESS. LESSEE shall have a non-exclusive license for ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises as shown on Exhibit "C" for the purpose of installation, operation and maintenance of LESSEE's communications. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 26). LESSEE shall promptly repair, replace, restore or otherwise remedy any disturbances or damages caused to the Property as a result of any installation, operation or maintenance of the Antenna Facilities, as defined below, to a condition that is as good as or better than before the disturbance or damage occurred, reasonable wear and tear and loss by casualty excepted.

7. CONDITION OF THE PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's use and clean and free of debris. LESSOR

Market: CO / UT / WY / MT / S. ID

Cell Site Number: UTL03004

Cell Site Name: VALLEY VIEW

Fixed Asset Number: 10088280

represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 23).

8. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas and associated equipment, conduits, fencing and other screening, and other improvements (“Antenna Facilities”) shall be at LESSEE’s expense and installation shall be at the discretion and option of LESSEE. Subject to Federal, State and Layton City laws and regulations, LESSEE shall have the right to replace, repair, add or otherwise modify the Antenna Facilities or any portion thereof and the frequencies over which the Antenna Facilities, whether or not any of the Antenna Facilities or frequencies are listed on any exhibit. LESSEE shall obtain any required building permits prior to commencement of any modifications to Antenna Facilities.

9. GOVERNMENT APPROVALS. LESSEE’s Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the “Government Approvals”) that may be required by any Federal, State or Local authorities (collectively, the “Government Entities”) as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE’s Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action, which would adversely affect the status of the Property with respect to LESSEE’s Use.

10. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines, in its sole discretion, that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines, in its sole discretion, any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary for any or no reason; and (vi) at any time before the Commencement Date for any reason or no reason in LESSEE’s sole discretion.

11. INDEMNIFICATION. Subject to Paragraph 12, LESSEE shall indemnify and hold the LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Lessor, or its employees, contractors or agents. LESSOR will provide the LESSEE with prompt, written notice of any claim covered by this indemnification; provided that any failure of the LESSOR to provide any such notice, or to provide it promptly, shall not relieve the LESSEE from its

Market: CO / UT / WY / MT / S. ID

Cell Site Number: UTL03004

Cell Site Name: VALLEY VIEW

Fixed Asset Number: 10088280

indemnification obligation in respect of such claim, except to the extent the LESSEE can establish actual prejudice and direct damages as a result thereof. LESSOR will cooperate appropriately with the LESSEE in connection with the LESSEE's defense of such claim. LESSEE shall defend LESSOR, at LESSOR's request, against any claim with counsel reasonably satisfactory to LESSOR. LESSEE shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of LESSOR and without an unconditional release of all claims by each claimant or plaintiff in favor of LESSOR.

12. INSURANCE. LESSEE agrees to maintain during the Term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of \$2,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000.00 in the annual aggregate. LESSOR shall be included as an additional insured by endorsement as their interest may appear under this Agreement on the LESSEE's commercial general liability insurance policy. LESSEE shall maintain Workers Compensation Insurance are required by Utah law.

b. LESSEE shall provide LESSOR with a certificate of insurance within thirty (30) days of written request to do so. Such policy will provide that cancellation will not occur without at least thirty (30) days prior written notice to LESSOR.

c. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, each Party agrees to waive subrogation against the other Party and to ensure said waiver is recognized by the insurance policies insuring the Property. LESSEE may self-insure this coverage.

13. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 11 and 23, a violation of Paragraph 28, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

14. INTERFERENCE. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. Except in the case of emergency operations, LESSOR agrees that LESSOR and other occupants of the

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Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of forty-eight (48) hours following notice to the interfering Party via telephone to LESSEE'S Network Management Center at (800) 638-2322 or to LESSOR at (801) 336-3800, the interfering Party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

15. REMOVAL AT END OF TERM. Upon expiration or within ninety (90) days of earlier termination, LESSEE shall remove the Antenna Facilities (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the Antenna Facilities shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay Rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the Antenna Facilities is completed.

16. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the Rent in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then LESSEE shall pay Rent at one and a half (1.5) times the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

17. RIGHTS UPON SALE. Should LESSOR at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

Market: CO / UT / WY / MT / S. ID

Cell Site Number: UTL03004

Cell Site Name: VALLEY VIEW

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18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions, or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned, or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other Parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed, or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 14, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Layton City Corporation  
437 N. Wasatch Drive  
Layton, Utah 84041

LESSEE: New Cingular Wireless PCS, LLC  
Attn.: Legal Dept – Network Operations  
Re: Cell Site #: UTL03004; Cell Site Name: VALLEY VIEW (UT)  
Fixed Asset #: 10088280  
208 S. Akard Street  
Dallas, TX 75202-4206

All other Notices will be sent:

a)

Market: CO / UT / WY / MT / S. ID  
Cell Site Number: UTL03004  
Cell Site Name: VALLEY VIEW  
Fixed Asset Number: 10088280

To Tenant's Lease Administration Department at  
NoticeIntake@att.com

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

21. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within thirty (30) days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within ninety (90) days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within five (5) days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted five (5) days and diligently pursue the cure to completion within fifteen (15) days after the initial written notice. The cure periods set forth in this Paragraph do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 14 of this Agreement.

22. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice.

23. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities.

Market: CO / UT / WY / MT / S. ID

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24. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, Rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within forty-five (45) days, LESSEE may terminate this Agreement.

25. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the Antenna Facilities, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

26. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits). This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to its conflict of law rules. Any legal action arising out of this Agreement shall be litigated and enforced under the laws of the State of Utah. For the purposes of this Agreement, LESSEE submits to the jurisdiction of the courts of the State of Utah, and that any legal action pursued shall be within the exclusive jurisdiction of the courts of Second District, Davis County, State of Utah, without waiver of any rights to removal (if any) of removal to the United States Federal District of Utah. In the event of litigation relating to the subject matter of this Agreement, the prevailing Party shall be entitled to receive from the other Party its reasonable attorneys' fees and costs.

27. TAXES. LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be

Market: CO / UT / WY / MT / S. ID

Cell Site Number: UTL03004

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made by LESSEE within sixty (60) days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

28. NON-DISCLOSURE. The Parties agree that the Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure. Nothing in this Paragraph shall be construed to exempt the Parties from complying with the terms of the Government Records Access and Management Act.

29. AUTHORITY TO REGULATE. LESSEE acknowledges that nothing herein impairs LESSOR's power and authority to regulate the zoning of telecommunications-related facilities within LESSOR's city limits. LESSEE shall make proper applications for permits of approvals as required by Layton City Ordinance and keep the same permits or approvals current.

30. LESSOR'S RIGHT TO INSTALL ANTENNAS. LESSOR shall have the right to install whip antennas, the number of which will be determined at the time of request, for service communications purposes. LESSOR shall have the right to choose any and all contractors necessary for the performance of this work. All such work shall be performed at LESSOR's expense. LESSOR's installation shall at all times be considered a subsequent use to LESSEE's installation at the Property and therefore, LESSOR shall be responsible for resolving any technical interference problems with LESSEE's equipment.

31. LESSOR'S RIGHT TO ALLOW CO-LOCATION. The monopole used by LESSEE shall be capable of co-location by at least one other PCS carrier in addition to LESSEE. LESSEE acknowledges that LESSOR may allow up to one additional carrier (including the LESSOR) to co-locate on the monopole. Any Party desiring to locate on the monopole shall enter into a separate agreement with both the LESSOR and the owner of the monopole for the use of the monopole.

32. RIGHT TO RELOCATE. LESSOR will have the one time right to relocate the Antenna Facilities, or any part thereof, to another location on the Property; provided, however, that:

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Cell Site Number: UTL03004

Cell Site Name: VALLEY VIEW

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a. Such relocation will be at LESSEE's sole cost and expense; be performed exclusively by LESSEE'S or its agents; not result in any interruption of the communications service provided by LESSEE on the Property; not impair, or in any manner alter, the quality of communication service provided by LESSEE on and from the Property; and be done in accordance with the terms and conditions of (b) and (c) below. Upon relocation of the Antenna Facilities, the access and utility easements of LESSEE will be relocated as required to maintain the communications facility of LESSEE.

b. LESSOR will exercise its relocation right under Paragraph (a), above, by (and only by) delivering written notice (the "notice") to LESSEE. In the notice, LESSOR will propose an alternate location on the Property to which LESSEE may relocate the Antenna Facilities. LESSEE will have one hundred twenty (120) days from the date it receives the notice to evaluate LESSOR's proposed relocation site, during which period LESSEE will have the right to conduct tests to determine the technological feasibility of the proposed relocation site. If LESSEE fails to approve such proposed relocation site, in writing, within said one hundred twenty (120) day period, LESSEE will be deemed to have disapproved such proposed relocation site. LESSEE's approval of the proposed relocation site will not be unreasonably withheld or delayed. If LESSEE disapproves such relocation site, then LESSOR may thereafter propose another relocation site, which LESSOR and LESSEE agree upon in writing referred to hereinafter as the ("Relocation Site)." LESSEE will have a period of three hundred sixty five (365) days after execution of a written agreement between the Parties concerning the location and dimensions of the Relocation Site to relocate (at LESSEE's expense) the Antenna Facilities to the Relocation Site.

c. Upon relocation of the Antenna Facilities, or any part thereof, to the Relocation Site, all references to the Premises in the Agreement will be deemed to be referenced to the Relocation Site. LESSOR and LESSEE hereby agree that the Relocation Site (including the access and utility right of way) may be surveyed by a licensed surveyor at the sole cost of LESSEE, and such survey will then replace Exhibit "B" and become part hereof and will control or describe the Premises. Except as expressly provided in this Paragraph, LESSOR and LESSEE hereby agree that in no event will the relocation of the Antenna Facilities, or any part thereof, under Paragraph (b) above affect, alter, modify or otherwise change any of the terms and conditions of the foregoing Agreement.

33. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding, including the prior Lease Agreement

Market: CO / UT / WY / MT / S. ID

Cell Site Number: UTL03004

Cell Site Name: VALLEY VIEW

Fixed Asset Number: 10088280

dated April 20, 2000. This Agreement may not be amended or varied except in writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of Agreement, as shown on Exhibit "D", which LESSEE may record with the appropriate recording officer. The provisions of this Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Market: CO / UT / WY / MT / S. ID  
Cell Site Number: UTL03004  
Cell Site Name: VALLEY VIEW  
Fixed Asset Number: 10088280

IN WITNESS WHEREOF, this Agreement is entered into by the Parties as of the Effective Date.

**LESSOR: Layton City, a Utah municipal corporation**

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

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

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

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_

KIMBERLY S. READ, City Recorder

\_\_\_\_\_

CLINTON R. DRAKE, City Attorney

Market: CO / UT / WY / MT / S. ID

Cell Site Number: UTL03004

Cell Site Name: VALLEY VIEW

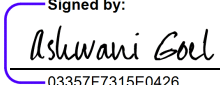
Fixed Asset Number: 10088280

**LESSEE: New Cingular Wireless PCS, LLC**

**a Delaware limited liability company**

**By: AT&T Mobility Corporation**

**Its: Manager**

By:  Signed by:  
03357F7315E0426...

Name: Ashwani Goel

Title: Director of Engineering

Date: 3/24/2026

Market: CO / UT / WY / MT / S. ID  
Cell Site Number: UTL03004  
Cell Site Name: VALLEY VIEW  
Fixed Asset Number: 10088280

**EXHIBIT "A"**

**See attached.**

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**The Property is legally described as follows:**

Located in DAVIS County, State of Utah:

A parcel of land being part of an entire tract of land owned by East Layton City situated in the Southeast quarter of Section 15, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah, more particularly described as follows:

Beginning at a point which is 859.93 feet South 89° 51' 16" West along the Section line and 173.70 feet North from the Southeast corner of said Section 15 and running thence South 89° 45' 57" West 31.00 feet; thence North 00° 14' 03" West 21.00 feet; thence North 89° 45' 57" East 31.00 feet; thence South 00° 14' 03" East 21.00 feet to the point of beginning. The above described part of an entire tract contains 651 square feet or 0.015 acre.

TOGETHER WITH all rights of ingress and egress over, across and through the grantor's existing roads for the purpose of constructing and maintaining said telecommunication site.

Market: CO / UT / WY / MT / S. ID  
Cell Site Number: UTL03004  
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**EXHIBIT "B"**

**See attached.**

**THIS IS NOT A SURVEY**

ALL INFORMATION AND TRUE NORTH  
HAVE BEEN OBTAINED FROM EXISTING  
DRAWINGS AND ARE APPROXIMATE.

# Exhibit B: Site Plan

**NOTES**

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.



188 INVERNESS DRIVE WEST  
SUITE 400  
ENGLEWOOD, CO 80112



**BLACK & VEATCH**

4600 SOUTH SYRACUSE STREET  
SUITE 800  
DENVER, COLORADO 80237



A CONGRUEX COMPANY

1320 GREENWAY DRIVE, SUITE 600,  
IRVING, TX 75038  
(972) 793-8570

PROJECT/PHASE NO: 10234294/----

DRAWN BY: AKS

CHECKED BY: BT

RFDS: ----

REV	DATE	DESCRIPTION
0	06/12/24	ISSUED FOR CONSTRUCTION
A	05/09/24	ISSUED FOR REVIEW

Exp. 03/31/25

**REDLINED**  
2024-10-30

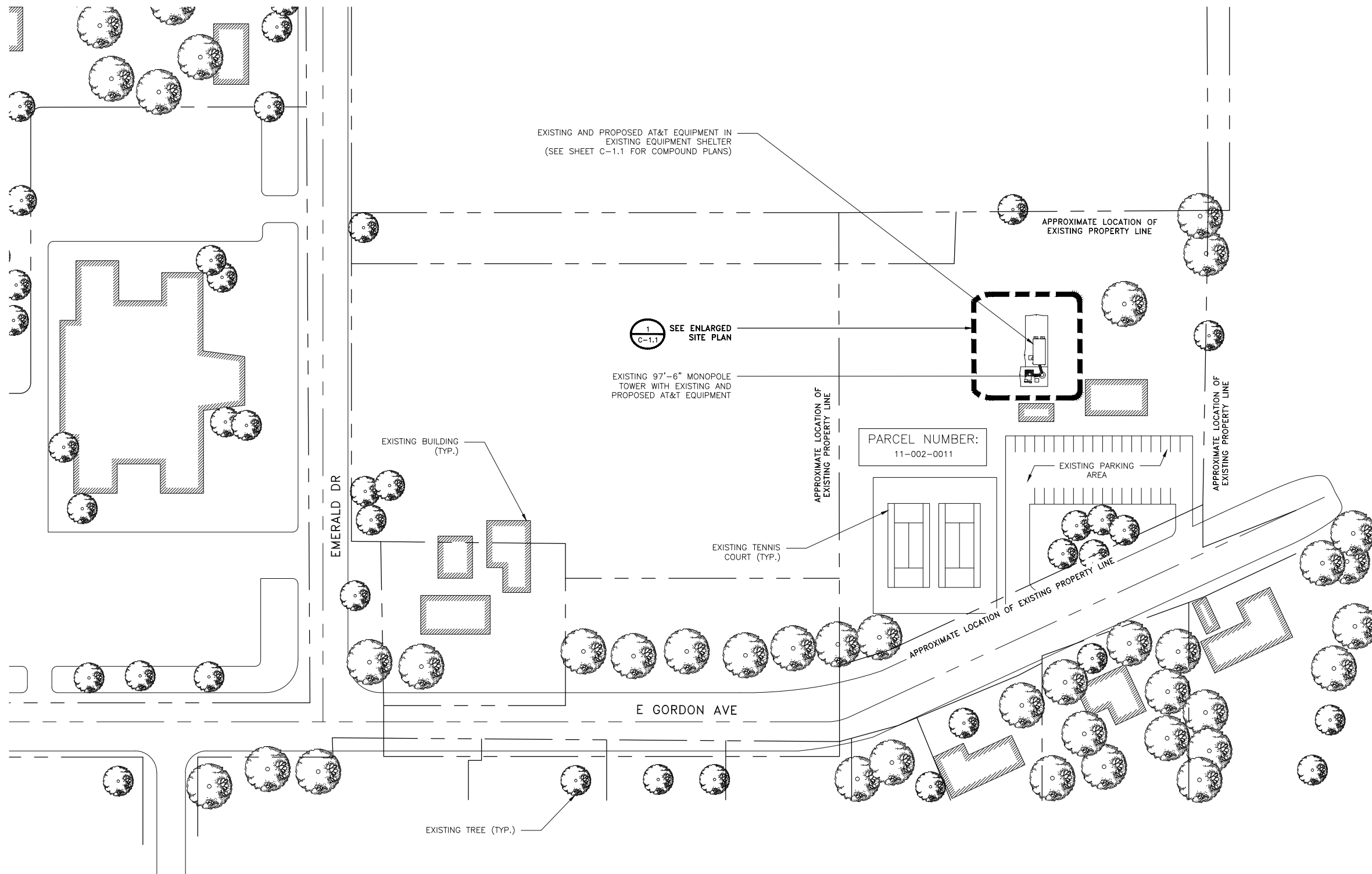
06/13/2024

IT IS A VIOLATION OF LAW FOR ANY PERSON,  
UNLESS THEY ARE ACTING UNDER THE DIRECTION  
OF A LICENSED PROFESSIONAL ENGINEER,  
TO ALTER THIS DOCUMENT.

VALLEY VIEW  
UTL03004  
1685 EAST GORDON AVENUE  
LAYTON, UT 84040  
NOKIA MARKETS MODERNIZATION  
FA#: 10088280

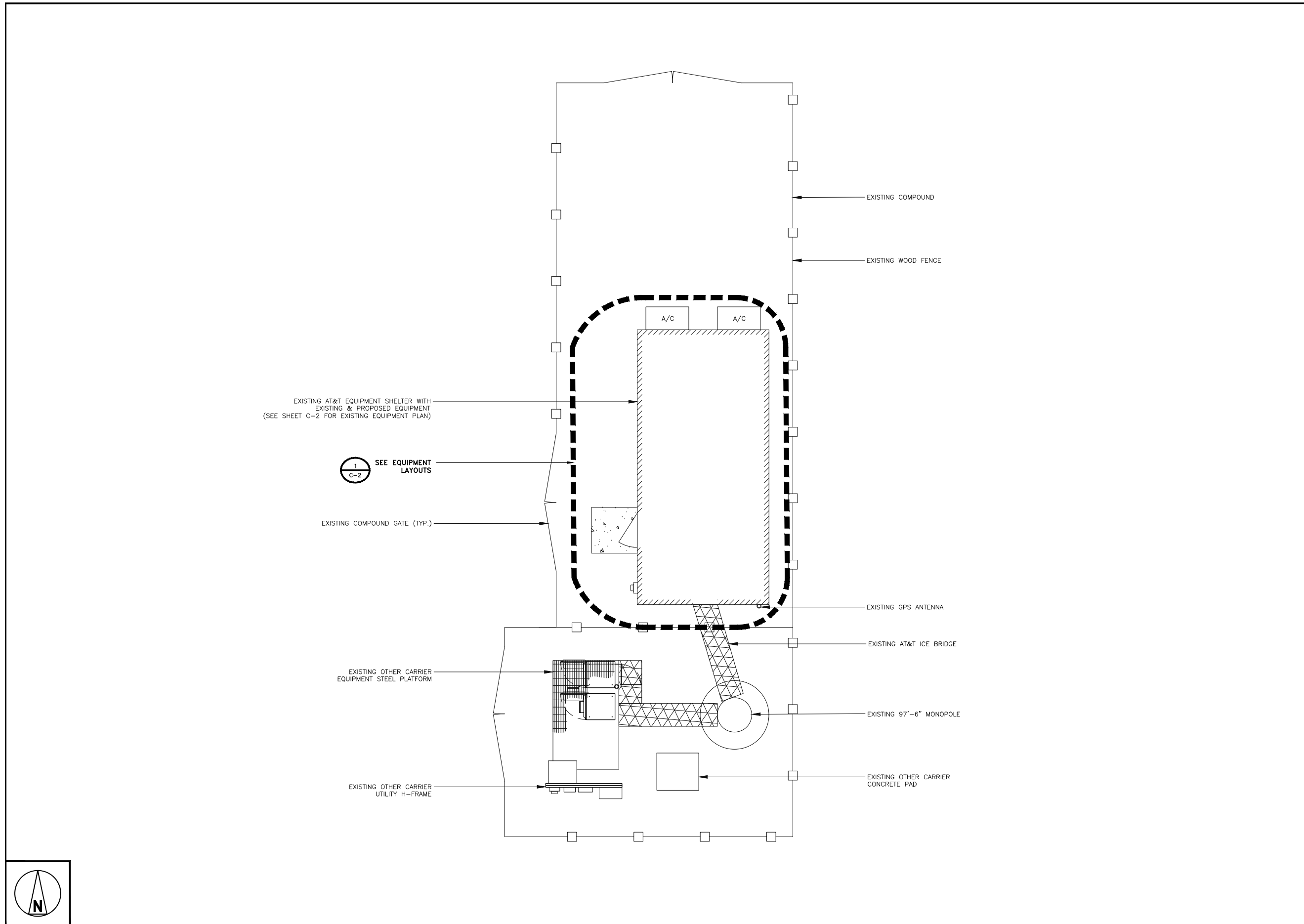
SHEET TITLE  
SITE PLAN

SHEET NUMBER  
**C-1**




SITE PLAN

100' 0 50' 100' SCALE: 1"=100'-0" (22x34)  
(OR) 1/2"=100'-0" (11x17)




188 INVERNESS DRIVE WEST  
SUITE 400  
ENGLEWOOD, CO 80112



4600 SOUTH SYRACUSE STREET  
SUITE 800  
DENVER, COLORADO 80237



1320 GREENWAY DRIVE, SUITE 600,  
IRVING, TX 75038  
(972) 793-8570


PROJECT/PHASE NO: 10234294/----

DRAWN BY: AKS

CHECKED BY: BT

RFDS: ----

REV	DATE	DESCRIPTION
0	06/12/24	ISSUED FOR CONSTRUCTION
A	05/09/24	ISSUED FOR REVIEW



Exp. 03/31/25

**REDLINED**  
2024-10-30

06/13/2024

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

VALLEY VIEW  
UTLO3004  
1685 EAST GORDON AVENUE  
LAYTON, UT 84040  
NOKIA MARKETS MODERNIZATION  
FA#: 10088280

SHEET TITLE  
ENLARGED SITE PLAN

SHEET NUMBER  
**C-1.1**

ENLARGED SITE PLAN

0 2' 4' 8' SCALE: 1/8"=1'-0" (22x34)  
(OR) 1/16"=1'-0" (11x17)

Market: CO / UT / WY / MT / S. ID

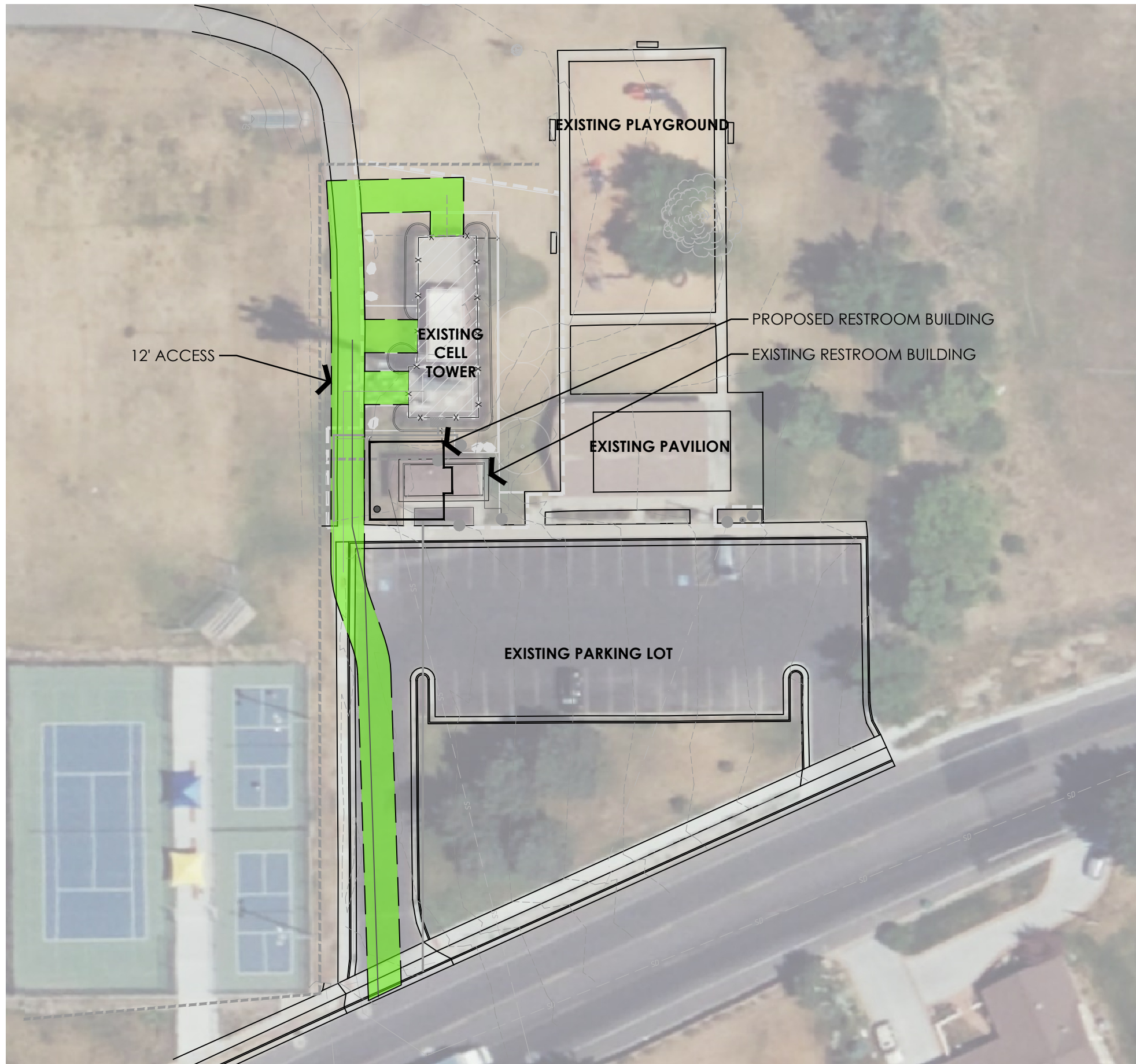
Cell Site Number: UTL03004

Cell Site Name: VALLEY VIEW

Fixed Asset Number: 10088280

**EXHIBIT “C”**

**See attached.**



Market: CO / UT / WY / MT / S. ID  
Cell Site Number: UTL03004  
Cell Site Name: VALLEY VIEW  
Fixed Asset Number: 10088280

**EXHIBIT “D”**

Memorandum of Agreement

See attached

**Prepared by, and after recording**

**Return to:**

Catherine Abejar, Lease Processing  
(469) 965-9850  
MD7, LLC  
950 W. Bethany Drive, Suite 700  
Allen, TX 75013

Grantor: Layton City  
Grantee: New Cingular Wireless PCS, LLC  
Legal Description: Official legal description attached as Exhibit 1  
Tax Serial No.: 11-002-0011  
Cell Site Name & #: UTL03004 Fixed Asset #: 10088280  
VALLEY VIEW  
State: UT County: Davis

**MEMORANDUM  
OF  
AGREEMENT**

This Memorandum of Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Layton City, a Utah municipal corporation, having a mailing address at 437 North Wasatch Drive, Layton City, UT 84041 (hereinafter referred to as “**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (hereinafter referred to as “**Tenant**”).

1. LESSOR and LESSEE entered into a certain Tower Lease Agreement dated \_\_\_\_\_, 20\_\_\_ (hereinafter, the “**Agreement**”) for the purpose of installing, operating and maintaining a communications facility and other improvements at Landlord’s real property located in the City of Layton, County of Davis, commonly known as 1685 East Gordon Avenue. All of the foregoing are set forth in the Agreement.
2. The Agreement will commence on April 20, 2026 for a period of five (5) years, and the parties agree to extend the Agreement commencing on April 20, 2031, for five (5) successive five (5) year options to renew.
3. The portion of the land being leased to LESSEE (the “Premises”) is described in **Exhibit 1** attached hereto.

4. This Memorandum of Agreement is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Agreement and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

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

LESSOR:  
Layton City,  
a Utah municipal corporation

LESSEE:  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

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

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

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

**LANDLORD ACKNOWLEDGEMENT**

STATE OF UTAH

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

This record was acknowledged before me on \_\_\_\_\_ 202\_\_, by \_\_\_\_\_  
\_\_\_\_\_, the \_\_\_\_\_ of **Layton**  
**City, a Utah municipal corporation.**

Notary Seal

\_\_\_\_\_  
(Notary's Official Signature)

\_\_\_\_\_  
(Title of Office)

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

**TENANT ACKNOWLEDGEMENT**

STATE OF COLORADO

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

This record was acknowledged before me on \_\_\_\_\_ 202\_\_\_, by  
\_\_\_\_\_, the \_\_\_\_\_  
of **AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware  
limited liability company.**

Notary Seal

\_\_\_\_\_  
(Notary's Official Signature)

\_\_\_\_\_  
(Title of Office)

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

**Prepared by:**  
MD7, LLC  
Attn: Lease Processing  
950 West Bethany, Suite 700  
Allen, TX 75013

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page 1 of \_\_

to the Memorandum of Agreement dated \_\_\_\_\_, 202\_\_, by and between Layton City, a Utah municipal corporation, as LESSOR, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as LESSEE.

Street Address: 1685 East Gordon Avenue, Layton, UT 84040

Tax Serial No.: 11-002-0011

The Premises are located on a portion of the Property described as follows:

**Property Legal Description:**

**The Property is legally described as follows:**

Located in DAVIS County, State of Utah:

A parcel of land being part of an entire tract of land owned by East Layton City situated in the Southeast quarter of Section 15, Township 4 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah, more particularly described as follows:

Beginning at a point which is 859.93 feet South 89° 51' 16" West along the Section line and 173.70 feet North from the Southeast corner of said Section 15 and running thence South 89° 45' 57" West 31.00 feet; thence North 00° 14' 03" West 21.00 feet; thence North 89° 45' 57" East 31.00 feet; thence South 00° 14' 03" East 21.00 feet to the point of beginning. The above described part of an entire tract contains 651 square feet or 0.015 acre.

TOGETHER WITH all rights of ingress and egress over, across and through the grantor's existing roads for the purpose of constructing and maintaining said telecommunication site.