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Crown Castle  
1220 Augusta Drive #500  
Houston, TX 77057

**An Authorized Vendor of  
Crown Castle**

September 14, 2015

Willard City Corporation  
Attn: Teri Fellenz  
80 W 50 S  
Willard, UT 84340  
(270) 724-2418

**RE: Business Unit # 829092  
Site Name: Willard Water**

Dear Teri:

This letter agreement ("**Letter Agreement**") sets forth the terms of the agreement that is to be memorialized between T-Mobile West Tower LLC, a Delaware limited liability company, by CCTMO LLC, a Delaware limited liability company, its Attorney in Fact ("**Tenant**") and Willard City Corporation ("**Landlord**"), to modify, among other things, the length of the term in the lease agreement between the Landlord and Tenant dated September 28, 1995, as may be amended ("**Lease**") for property located in Willard City, Box Elder County, Utah ("**Property**"). *Parties*

For and in consideration of Fifty Dollars (\$50.00) to be paid by Tenant to Landlord within 30 days after full execution of this Letter Agreement, the parties agree as follows:

1. Landlord and Tenant will enter into an amendment to the Lease ("**Lease Amendment**") wherein the term of the Lease will be modified. Section 5 of the Lease provides for five (5) additional terms of five (5) years each (each a "**Renewal Term**"), with a final Lease expiration date of December 31, 2035. The Lease will be amended by adding six (6) Renewal Term(s) of five (5) years each. Upon execution of the Lease Amendment, the new final Lease expiration date will be December 31, 2065. *30 years*
2. In addition to the modification described above, the Lease Amendment will further modify the Lease to provide:

a) If Landlord receives an offer 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 Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Property, or Landlord's interest in the Lease, 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 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 Property. If Landlord's notice covers portions of Landlord's parent parcel beyond the Property, Tenant may elect to acquire an interest in only the Property, and the consideration shall be pro-rated on an acreage basis. 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, the proposed closing date and, if a portion of Landlord's parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. 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 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 Lease 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 Lease or as part of an assignment of the Lease. 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.

*Right of first refusal  
Others wanting  
40 days  
50 days*

b) The Lease Amendment shall include a provision stating that Tenant will pay to Landlord a one-time amount of **Four Thousand and 00/100 Dollars (\$4,000.00)** for the full execution of the Lease Amendment within 60 days of the full execution of the Lease Amendment.

*Signatures*

3. Furthermore, the Lease Amendment will modify the Lease to provide that if requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant to utilize the Property for the purpose of constructing, maintaining and operating communications facilities. Landlord will agree to be named applicant if requested by Tenant. In furtherance of the foregoing, Landlord will appoint Tenant as Landlord's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Landlord's behalf.

*Governmental Approvals*

N/A

4. Landlord shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.

Mayor signs  
this is  
a lease committee  
that would  
need to  
review

5. Upon receipt of this Letter Agreement evidencing Landlord's acceptance of the terms herein, Tenant shall submit this Letter Agreement to its property committee. If the Letter Agreement is approved by the property committee, Tenant shall prepare a Lease Amendment that incorporates the terms and conditions described in this Letter Agreement. In connection therewith, the parties acknowledge and agree that this Letter Agreement is intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of the Lease Amendment, Landlord hereby agrees to execute the Lease Amendment without any unreasonable delay.

expenses  
each party

6. Irrespective of whether the transaction contemplated by this Letter Agreement is consummated, Landlord and Tenant each will pay its own out-of-pocket expenses.

Give Chou  
PP to  
12  
dispute  
deliberate  
parties

Notwithstanding anything to the contrary contained herein, Tenant has the complete right to terminate this Letter Agreement for any or no reason at any time prior to full execution of the Lease Amendment, without damages.

Transfer  
of property

8. Landlord represents and warrants that Landlord is duly authorized and has the full power, right and authority to enter into this Letter Agreement and to perform all of its obligations under this Letter Agreement and to execute and deliver all documents, including but not limited to the Lease Amendment, required by this Letter Agreement. From the date of this Letter Agreement through the date that Landlord executes the Lease Amendment, Landlord shall use its best efforts to ensure that the foregoing representations and warranties shall remain true and correct and Landlord shall promptly notify Tenant if any representation or warranty is or possibly may not be true or correct. Landlord's representations, warranties and covenants shall survive following the full execution of the Lease Amendment.

9. The modifications to the Lease which are set forth in this Letter Agreement are the only modifications that will be made to the Lease pursuant to the Lease Amendment. The remainder of the Lease will remain unchanged and in full force and effect.

(Signatures on following page)

If this Letter Agreement accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to the undersigned the enclosed copy of this letter.

Landlord:

**Willard City Corporation**

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

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

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

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

Tenant:

**T-Mobile West Tower LLC,  
a Delaware limited liability company**

**By: CCTMO LLC,  
a Delaware limited liability company,  
its Attorney in Fact**

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

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

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

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