**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** (this "***Agreement***") is made and entered into as of the latter signature date hereof ("***Effective Date***"), by and between **Ivins Town Inc., a Utah corporation** ("***Landlord***") and **InSite Towers Development 2, LLC**, a Delaware limited liability company ("***Tenant***") (Landlord and Tenant being collectively referred to herein as the "***Parties***" and individually as a "***Party***").

**RECITALS**

**WHEREAS**, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"); and

WHEREAS, Landlord desires to lease to Tenant a portion of the Parent Parcel (the "***Compound***"), together with easements for ingress and egress and the installation of utilities (the "***Easement***", and together with the Compound, the "***Leased Premises***") as further described and/or depicted on **Exhibit B** attached hereto; and

**NOW, THEREFORE,** in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Business and Defined Terms**. For the purposes of this Agreement, the following capitalized terms have the meanings set forth in this Paragraph 1.

(a) ***American Tower***: InSite Towers Development 2, LLC, a Delaware limited liability company

(b) ***Notice Address of American Tower***: InSite Towers Development 2, LLC,
c/o American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

***with a copy to***: InSite Towers Development 2, LLC
c/o American Tower Corporation
116 Huntington Ave.
Boston, MA 02116
Attn: Law Department

(c) ***Landlord:*** ~~Ivins Town Inc.,~~Ivins City
a Utah corporation

(d) ***Notice Address of Landlord:*** ~~55~~ 85 N. Main Street,
Ivins, UT 84738-6164

(e) ***Commencement Date***: The date of the latter signature date hereof constitutes the Commencement Date of the Term.

(f) ***Initial Term:*** Five (5) years, commencing on the Commencement Date and continuing until midnight of the day immediately prior to the fifth anniversary of the Commencement Date.

(g) ***Renewal Terms:*** Each of the four (4) successive periods of five (5) years each, with the first Renewal Term commencing upon the expiration of the Initial Term and each subsequent Renewal Term commencing upon the expiration of the immediately preceding Renewal Term.

(h) ***Term***: The Initial Term with any and all Renewal Terms

**2. Term.**

(a) Initial Term. The Initial Term of this Agreement is provided in Paragraph 1(f).

(b) Renewal Terms. Tenant will have the right to extend this Agreement for each of the Renewal Terms. Each Renewal Term will be on the same terms and conditions provided in this Agreement. This Agreement will automatically be renewed for each successive Renewal Term unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at any time prior to the expiration of the Initial Term or the Renewal Term, which is then in effect.

**3. Consideration.**

(a) In the event Tenant makes an overpayment of Collocation Fees (as defined below) or charges to Landlord during the Term of this Agreement, Tenant may, but will not be required to, treat any such overpayment amount as prepaid Collocation Fee and apply such amount as a credit against future Collocation Fee due to Landlord.

(b) All Collocation Fee payments expressly required to be paid by Tenant to Landlord under this Agreement shall be paid to ~~the Ivins Town Inc.~~Ivins City. Tenant will not be required to remit the payments to more than two recipients at any given time.

**4. Revenue Share.**

a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord twenty-five percent (25%) of any rents actually received by Tenant under and pursuant to the terms and provisions of any new sublease, license or other collocation agreement for the use of any portion of the Leased Premises entered into by and between Tenant or American Tower and a third party (any such party, the "***Additional Collocator***") subsequent to the Effective Date (such amount, the "***Collocation Fee***"). Notwithstanding the foregoing, Landlord shall not be entitled to receive any portion of any sums paid by a licensee or sublessee to reimburse Tenant, in whole or in part, for any improvements to the Leased Premises or any structural enhancements to the tower located on the Leased Premises (such tower, the "***Tower***"), or for costs, expenses, fees, or other charges incurred or associated with the development, operation, repair, or maintenance of the Leased Premises or the Tower.

b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant or American Tower of the first collocation payment paid by an Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant or American Tower.

c. Landlord hereby acknowledges and agrees that Tenant and American Tower have the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the tower installed on the Leased Premises (such tower, the "***Tower***"), all on such terms as Tenant and/or American Tower deem advisable, in Tenant's and/or American Tower's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.

d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant (or American Tower), or Tenant's (or American Tower's) predecessors-in-interest, as applicable, and American Tower or any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "***Existing Agreements***"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises; or (iv) any subleases, licenses or other collocation agreements entered into by and between Tenant (or American Tower) and any Additional Collocators if the Landlord has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Landlord for such use.

**5. <u>Use.</u>**

(a) Tenant will be permitted to use the Leased Premises for the purpose of constructing, maintaining, removing, replacing, securing and operating a communications facility, including, but not limited to, the construction or installation and maintenance of a telecommunications tower (the "***Tower***"), structural tower base(s), communications equipment, smart poles, data centers small cells, one or more buildings or equipment cabinets, radio transmitting and receiving antennas, personal property and related improvements and facilities on the Compound (collectively, the "***Tower Facilities***"), to facilitate the use of the Leased Premises as a Leased Premises for the transmission, reception, storage, processing and dissemination of communication signals, data and applications including, but not limited to, voice, data and internet transmissions and for any other uses which are incidental to the transmission, receipt, storage, processing and dissemination of communication signals, data and applications (the "***Intended Use***").

(b) Tenant will have the right, at its sole discretion and without prior notice or consent of Landlord, to license or sublease all or a portion of the Leased Premises and/or the Tower Facilities to other parties (each, a "***Collocator***" and collectively, the "***Collocators***"). The Collocators will be entitled to modify the Tower Facilities and to erect additional improvements on the Compound, including, but not limited to, antennas, dishes, cabling, additional buildings

and/or shelters ancillary to the Intended Use. The Collocators will be entitled to all rights of ingress and egress to the Leased Premises and the right to install utilities on the Leased Premises that Tenant has under this Agreement.

**6. Tower Facilities.**

(a) Landlord acknowledges and agrees that Tenant, at Tenant's sole cost and expense, erected the existing Tower on the Leased Premises in accordance with the terms of the Lease. Landlord acknowledges and agrees that the Tower Facilities are and continue to be the exclusive property of Tenant throughout the Term, as well as upon the expiration or termination of this Agreement.

(b) Landlord grants Tenant a non-exclusive easement in, over across and through the Parent Parcel and other real property owned by Landlord contiguous to the Leased Premises as may be reasonably required for construction, installation, maintenance and operation of the Tower Facilities, including: (i) access to the Leased Premises for construction machinery and equipment; (ii) storage of construction materials and equipment during construction and/or maintenance of the Tower Facilities; and (iii) use of a staging area for construction installation and removal of equipment.

(c) Tenant may, at its sole expense, use any and all appropriate means of restricting access to the Compound or the Tower Facilities, including, without limitation, construction of a fence and/or fences and may install and maintain identifying signs or other signs required by any governmental authority on or about the Leased Premises, including any access road to the Leased Premises as long as the restriction does not interfere with the operations of the Landlord.

(d) Tenant will maintain the Compound, including the Tower Facilities, in a reasonable condition throughout the Term. Tenant is not responsible for reasonable wear and tear or damage from casualty and condemnation. Landlord grants Tenant the right to clear all trees, undergrowth, or other obstructions, and to trim, cut, and keep trimmed all tree limbs which may interfere with or fall upon the Tower Facilities or the Leased Premises.

**Formatted:** List Paragraph, Left, Add space between paragraphs of the same style, No bullets or numbering, Tab stops: Not at 0.5" + 1"

(e) The Tenant shall not expand the footprint of the existing site without formal written agreement from the Landlord.

(f) The Tenant shall, within 120 days of the effective date of this agreement, paint all visible components of the tower in a color that will blend in with the color of the Red Mountain that is a backdrop for the antenna from most viewpoints within the City.

(g) Prior to the Tenant adding any new equipment to the site, adding more antennas to the existing tower, or otherwise improving the site, the Tenant shall bring the site into compliance with Ivins City Code, Section 16.12.122 and any other applicable City codes. Specifically, the following items at a minimum shall be addressed:

**Formatted:** List Paragraph, Left, Add space between paragraphs of the same style, No bullets or numbering, Tab stops: Not at 0.5" + 1"

(i) All accessory equipment shall be screened from view by a decorative screening fence.

(ii) All communication and power lines shall be located underground.

~~(d)~~

~~(e)~~(h) Tenant will remove all of the above-ground portions of the Tower Facilities within One Hundred Eighty (180) days following the expiration or termination of this Agreement.

**7. Landlord's Use of Tenant's Tower**. Tenant hereby grants to Landlord a non-exclusive license to install, maintain, and operate radio equipment on the communications tower within the Leased Premises (the "***Tower***") for Landlord's Public Safety Equipment. Landlord shall not construct, install, or operate any equipment or improvements or maintenance and/or repairs to Landlord's equipment on the Tower other than those which are approved in writing by Tenant, nor shall Landlord alter the frequencies or operation of the approved equipment without Tenant's prior written consent. Landlord shall submit an application (the "***Equipment Application")*** to Tenant, utilizing Tenant's then current form, to request the right to replace or modify its approved equipment or alter the frequencies for Tenant's review and written approval (such written approval, or notice to proceed, the "***NTP***"). Landlord shall not construct, install, or alter the approved equipment until Tenant issues to Landlord a NTP. Landlord shall be solely responsible for all costs associated with the installation and maintenance of its property on the Tower and Leased Premises but shall have no financial obligation to Tenant therefor (rent, or any other payment to Tenant), except for any applicable governmental fees, utility costs or other expenses directly attributable to Landlord's use of the Tower. Notwithstanding anything to the contrary in this Agreement, Landlord shall obtain advance permission from Tenant for any person or company to climb the Tower as necessary for the installation and maintenance of Landlord's equipment. Tenant's permission shall not unreasonably be withheld. Landlord further agrees that its equipment and improvements on the Tower shall not cause radio frequency or any other type of interference with the operations of any other users of the Tower, (each, a "***Tower User***"). In the event that any modification or change in the Landlord's approved equipment causes interference to any other then-existing use by any then-existing Tower User, then Tenant or the affected Tower User shall notify the Landlord in writing of such interference and if the Landlord is unable to either eliminate or reduce the interference to a level acceptable to the affected Tower User within a period of thirty (30) days after such written notice, Landlord agrees to cease all interfering operations from the Tower. Tenant agrees to insert comparable non-interference clauses into its agreements with other Tower Users, and Tenant agrees to preclude other Tower Users from interfering with the operation of the Landlord's approved equipment, as such approved equipment exists at the time Tenant enters into an agreement with another Tower User. Landlord shall at all times comply with all applicable laws, and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the approved equipment and other alterations or improvements authorized pursuant to the provisions of this Lease. Landlord and Tenant agree that Landlord shall be responsible for the cost of any structural analysis required by Tenant in its reasonable discretion, in connection with the installation or replacement of Landlord's equipment on the Tower; Tenant covenants and agrees that it will provide notice to Landlord prior to undertaking any such analysis, thereby allowing Landlord an opportunity to evaluate the installation or replacement. In the event that a structural analysis indicates that the Tower is not suitable for

Formatted: Tab stops: Not at 1"

Landlord's equipment, Landlord and Tenant agree that the costs of any structural modifications or repairs reasonably necessary to accommodate the additional load of Landlord's equipment shall be made to the Tower at the sole cost of Landlord, however, in no event shall any such modification or repair be undertaken and/or performed if the same would or could cause interference to any either then-existing other use by any then-existing Tower User. No person or entity other than Landlord or its successor or assign shall have the right to install, maintain, or operate the approved equipment or transmit or receive communications in the Leased Premises or on the Tower. Landlord shall be solely responsible for extending utilities to the Tower as necessary for the operation of the approved equipment.

**8. Utilities.**

(a) Tenant and/or its Collocator(s) shall have the right, at the respective party's expense, to install utilities and to improve present utilities on the Parent Parcel and Leased Premises. Tenant and/or its Collocator(s) shall have the right to permanently place all necessary or required utilities, including but not limited to utility wires, poles, cables, fiber optic cable, conduits and pipes, over, under or along the Easement(s) in order to service the Compound and Tower Facilities. In the event that utilities necessary to service the equipment of Tenant or the equipment of Collocator(s) cannot be located with the Easement(s), Landlord agrees to cooperate with Tenant and to act reasonably in allowing the location of utilities on other real property owned by Landlord without requiring additional compensation from Tenant or Collocator(s). Landlord shall, upon Tenant's request, execute a separate written easement to Tenant, Collocator(s) and/or any entity that is authorized to provide utility service to Tenant and/or its Collocator(s) in a form which may be filed of record to evidence this right.

(b) Tenant and the Collocators each may install backup generator(s).

**9. Access.**

(a) In the event that the Leased Premises loses access to a public right of way during the Term, Landlord and Tenant will amend this Agreement, at no imposed cost to either party, to provide access to a public way by: (i) amending the location of the Easement; or (ii) granting an additional easement to Tenant.

(b) To the extent damage (including wear and tear caused by normal usage) to the Easement or any other route contemplated hereunder intended to provide Tenant with access to the Leased Premises and the Tower Facilities is caused by Landlord or Landlord's tenants, licensees, invites or agents, Landlord will repair the damage at its own expense.

(c) Landlord will maintain access to the Compound from a public way in a free and open condition so that no interference is caused to Tenant by Landlord or lessees, licensees, invitees or agents of Landlord. In the event that Tenant's or any Collocator's access to the Compound is impeded or denied by Landlord or Landlord's lessees, licensees, invitees or agents, without waiving any other rights that it may have at law or in equity, Tenant may at its sole discretion deduct from Rent due under this Agreement an amount equal to five hundred and 00/100 dollars ($500.00) per day for each day that such access is impeded or denied.

**10.** **Representations and Warranties of Landlord.** Landlord represents and warrants to Tenant and Tenant's successors and assigns:

(a) Landlord has the full right, power, and authority to execute this Agreement and to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in the jurisdiction in which the Parent Parcel is located;

(b) There are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Landlord or which may otherwise affect the Parent Parcel;

(c) The Parent Parcel is not presently subject to an option, lease or other contract which may adversely affect Landlord's ability to fulfill its obligations under this Agreement, and the execution of this Agreement by Landlord will not cause a breach or an event of default of any other agreement to which Landlord is a party. Landlord agrees that it will not grant an option or enter into any contract or agreement which will have any adverse effect on the Intended Use or Tenant's rights under this Agreement;

(d) No licenses, rights of use, covenants, restrictions, easements, servitudes, subdivision rules or regulations, or any other encumbrances relating to the Parent Parcel prohibit or will interfere with the Intended Use;

(e) Landlord has good and marketable fee simple title to the Leased Premises, the Parent Parcel and any other property across which Landlord may grant an easement to Tenant or any Collocator, free and clear of all liens and encumbrances. Landlord covenants that Tenant will have the quiet enjoyment of the Compound during the term of this Agreement. If Landlord fails to keep the Leased Premises free and clear of any liens and encumbrances, Tenant will have the right, but not the obligation, to satisfy any such lien or encumbrance and to deduct the full amount paid by Tenant on Landlord's behalf from future installments of Rent;

(f) Tenant will at all times during this Agreement enjoy ingress, egress, and access from the Leased Premises twenty-four (24) hours a day, seven (7) days a week, to an open and improved public road which is adequate to service the Leased Premises and the Tower Facilities; and

(g) These representations and warranties of Landlord survive the termination or expiration of this Agreement.

**11.** **Interference.** Landlord will not use, nor will Landlord permit its tenants, licensees, invitees or agents to use any portion of the Parent Parcel in any way which interferes with the Intended Use, including, but not limited to, any use on the Parent Parcel or surrounding property that causes electronic or physical obstruction or degradation of the communications signals from the Tower Facilities ("***Interference***"). Interference will be deemed a material breach of this Agreement by Landlord and Landlord will have the responsibility to terminate Interference immediately upon written notice from Tenant. Notwithstanding anything in this Agreement to the contrary, if the Interference does not cease or is not rectified as soon as possible, but in no

event longer than twenty-four (24) hours after Tenant's written notice to Landlord, Landlord acknowledges that continuing Interference will cause irreparable injury to Tenant, and Tenant will have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin the Interference.

**12.** **Termination.** This Agreement may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term of this Agreement by the other party which is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties in law or equity); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues such cure, the non-defaulting party may not terminate this Agreement as a result of that default.

(b) Upon thirty (30) days' written notice by Tenant to Landlord if Tenant is unable to obtain, maintain, renew or reinstate any agreement, easement, permit, certificates, license, variance, zoning approval, or any other approval which may be required from any federal, state or local authority necessary to the construction and/or operation of the Tower Facilities or to the Intended Use (collectively, the "***Approvals***"); or

(c) Upon thirty (30) days' written notice from Tenant to Landlord if the Leased Premises is or becomes unsuitable, in Tenant's sole but reasonable judgment, for use as a wireless communications facility by Tenant or by Tenant's licensee(s) or sublessee(s).

(d) In the event of termination by Tenant or Landlord pursuant to any provision contained in Paragraph 10 herein, Tenant shall be relieved of all further liability hereunder.

**13.** **Taxes.**

(a) Tenant will pay any personal property taxes assessed on or attributable to the Tower Facilities. Tenant will reimburse Landlord for any increase to Landlord's real property taxes that are directly attributable to Tenant's Site and/or Tower Facilities (but not, however, taxes or other assessments attributable to periods prior to the date of this Agreement such as roll back taxes) upon receipt of the following: (1) a copy of Landlord's tax bill; (2) proof of payment; and (3) written documentation from the assessor of the amount attributable to Tenant. Tenant shall have no obligation to reimburse Landlord for any taxes paid by Landlord unless Landlord requests reimbursement within twelve (12) months of the date said taxes were originally due. Notwithstanding the foregoing, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's Property calculated based on any monetary consideration paid by Tenant to Landlord. Additionally, and as a condition precedent to Landlord having the right to receive reimbursement, Landlord shall, within three (3) days of receipt of any notice from the taxing authority of any assessment or reassessment, provide Tenant with a copy of said notice. Tenant shall have the right to appeal any assessment or reassessment relating to the Site or Tower Facilities and Landlord shall either (i) designate Tenant as its attorney-in-fact as required to effect standing with the taxing authority, or (ii) join Tenant in its appeal.

(b) Landlord will pay when due all real property taxes and all other fees and assessments attributable to the Parent Parcel, Compound and Easement. If Landlord fails to pay when due any taxes affecting the Parent Parcel or the Leased Premises, Tenant will have the right, but not the obligation, to pay such taxes and either: (i) deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

**14. Environmental Compliance.**

(a) Landlord represents and warrants that:

(i) No Hazardous Materials have been used, generated, stored or disposed of on, under or about the Parent Parcel in violation of any applicable law, regulation or administrative order (collectively, "***Environmental Laws***") by either Landlord or to Landlord's knowledge by any third party; and

(ii) To Landlord's knowledge, no third party has been permitted to use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel in violation of any Environmental Laws.

(b) Landlord will not, and will not permit any third party to, use, generate, store or dispose of any Hazardous Materials on, under, about or within the Parent Parcel in violation of any Environmental Laws.

(c) Tenant agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Leased Premises in violation of any applicable laws, regulations or administrative orders.

(d) The term "***Hazardous Materials***" means any: contaminants, oils, asbestos, PCBs, hazardous substances or wastes as defined by federal, state or local environmental laws, regulations or administrative orders or other materials, the removal of which is required or the maintenance of which is prohibited or regulated by any federal, state or local government authority having jurisdiction over the Parent Parcel.

**15. Indemnification.**

(a) General.

(i) Landlord, its heirs, grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend Tenant from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person; (B) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent, grossly negligent and intentional acts or omissions of Landlord, or Landlord's principals, employees, invitees, agents or independent contractors; or (C) any breach of any representation or warranty made by Landlord in this Agreement.

(ii) Tenant, its grantees, successors, and assigns will exonerate, hold harmless, indemnify, and defend Landlord from any claims, obligations, liabilities, costs,

demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of: (A) any injury to or death of any person; (B) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent, grossly negligent and intentional acts or omissions of Tenant, or Tenant's employees, agents or independent contractors; or (C) any breach of any representation or warranty made by Tenant in this Agreement.

(b) Environmental Matters.

(i) Landlord, its heirs, grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless Tenant from and against any and all damages arising from the presence of Hazardous Materials upon, about or beneath the Parent Parcel or migrating to or from the Parent Parcel or arising in any manner whatsoever out of the violation of any Environmental Laws, which conditions exist or existed prior to or at the time of the execution of this Agreement or which may occur at any time in the future through no fault of Tenant. Notwithstanding the obligation of Landlord to indemnify Tenant pursuant to this Agreement, Landlord will, upon demand of Tenant, and at Landlord's sole cost and expense, promptly take all actions to remediate the Parent Parcel which are required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages or to allow full economic use of the Leased Premises, which remediation is necessitated from the presence upon, about or beneath the Parent Parcel of a Hazardous Material. Such actions include but not be limited to the investigation of the environmental condition of the Parent Parcel, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, operation, maintenance, monitoring or actions necessary to restore the Parent Parcel to the condition existing prior to the introduction of such Hazardous Material upon, about or beneath the Parent Parcel notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies.

(ii) Tenant, its grantees, successors, and assigns will indemnify, defend, reimburse and hold harmless Landlord from and against environmental damages caused by the presence of Hazardous Materials on the Compound in violation of any Environmental Laws and arising solely as the result of Tenant's activities after the execution of this Agreement.

**16. Right of First Refusal; Sale of Parent Parcel.**

(a) Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined). If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "***Third Party Competitor***") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "***Offer***"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with

the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. If Tenant does not exercise its right of first refusal, Paragraph 14(b) of this Agreement will control the terms of the sale.

(b) Landlord may sell the Parent Parcel or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement the purchaser must agree to perform, without requiring compensation from Tenant or any Collocator, any obligation of the Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder, which obligation Landlord would no longer have the legal right or ability to perform following the sale without requiring compensation from Tenant or any Collocator to be paid to such purchaser.

**17. <u>Assignment.</u>**

(a) Any sublease, license or assignment of this Agreement that is entered into by Landlord or Tenant is subject to the provisions of this Agreement.

(b) Landlord may assign this Agreement in its entirety to any third party in conjunction with a sale of the Parent Parcel in accordance with Paragraph 14 of this Agreement. Landlord will not otherwise assign less than Landlord's full interest in this Agreement without the prior written consent of Tenant.

(c) Tenant may assign this Agreement without prior notice to or the consent of Landlord. Upon assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Agreement and all obligations hereunder.

(d) Tenant may mortgage or grant a security interest in this Agreement and the Tower Facilities, and may assign this Agreement and the Tower Facilities to any such mortgagees or holders of security interests including their successors and assigns (collectively, "***Secured Parties***"). If requested by Tenant, Landlord will execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested by Tenant, Landlord agrees to notify Tenant and Tenant's Secured Parties simultaneously of any default by Tenant and to give Secured Parties the same right to cure any default as Tenant. If a termination, disaffirmance or rejection of the Agreement by Tenant pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Landlord will terminate this Agreement for any reason, Landlord will give to Secured Parties prompt notice thereof and Secured Parties will have the right to enter upon the Compound during a thirty (30)-day period commencing upon Secured Parties' receipt of

such notice for the purpose of removing any Tower Facilities. Landlord acknowledges that Secured Parties are third-party beneficiaries of this Agreement.

**18.** **Condemnation.** If a condemning authority takes all of the Leased Premises, or a portion sufficient in Tenant's sole judgment, to render the Leased Premises unsuitable for the Intended Use, this Agreement will terminate as of the date the title vests in the condemning authority. Landlord and Tenant will share in the condemnation proceeds in proportion to the values of their respective interests in the Leased Premises (which for Tenant includes, where applicable, the value of the Tower Facilities, moving expenses, prepaid rent and business dislocation expenses). If a condemning authority takes less than the entire Leased Premises such that the Leased Premises remains suitable for Tenant's Intended Use, the Rent payable under this Agreement will be reduced automatically by such percentage as the area so condemned bears to the Leased Premises as of the date the title vests in the condemning authority. A sale of all or part of the Leased Premises to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power will be treated as a taking by condemnation for the purposes of this paragraph.

**19.** **Insurance.** Tenant will purchase and maintain in full force and effect throughout the Term such general liability and property damage policies as Tenant may deem necessary. Said policy of general liability insurance will at a minimum provide a combined single limit of One Million and 00/100 Dollars ($1,000,000.00).

**20.** **Waiver of Damages.**

(a) Neither Landlord nor Tenant will be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts or omissions of other licensees or tower users occupying the Tower Facilities or vandalism or for any structural or power failures or destruction or damage to the Tower Facilities except to the extent caused by the negligence or willful misconduct of such party.

(b) EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT WILL LANDLORD OR TENANT BE LIABLE TO THE OTHER FOR, AND TENANT AND LANDLORD EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

**21.** **Subordination Agreements.**

(a) If the Leased Premises is encumbered by a mortgage or deed of trust, within thirty (30) days of receipt of a written request from Tenant, Landlord agrees to execute and obtain the execution by its lender of a non-disturbance and attornment agreement in the form provided by Tenant, to the effect that Tenant and Tenant's sublessees and licensees will not be disturbed in their occupancy and use of the Leased Premises by any foreclosure or to provide information regarding the mortgage to Tenant.

(b) Should a subordination, non-disturbance and attornment agreement be requested by Landlord or a lender working with Landlord on a loan to be secured by the Parent Parcel and entered into subsequent to the Execution Date, Tenant will use good faith efforts to

provide Landlord or Landlord's lender with Tenant's form subordination, non-disturbance and attornment agreement executed by Tenant within thirty (30) days of such request.

**22.** **Confidentiality**. Landlord will not disclose to any third party the Rent payable by Tenant under this Agreement and will treat such information as confidential, except that Landlord may disclose such information to prospective buyers, prospective or existing lenders, Landlord's affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Landlord's rights under the Agreement.

**23.** **Notices.** All notices or demands by or from Tenant to Landlord, or Landlord to Tenant, required under this Agreement will be in writing and sent (United States mail postage pre-paid, certified with return receipt requested or by reputable national overnight carrier service, transmit prepaid) to the other party at the addresses set forth in Paragraph 1 of this Agreement or to such other addresses as the Parties may, from time to time, designate consistent with this Paragraph 20, with such new notice address being effective thirty (30) days after receipt by the other party. Notices will be deemed to have been given upon either receipt or rejection.

**24.** **Further Acts.**

(a) Within fifteen (15) days after receipt of a written request from Tenant, Landlord will execute any document necessary or useful to protect Tenant's rights under this Agreement or to facilitate the Intended Use including documents related to title, zoning and other Approvals, and will otherwise cooperate with Tenant in its exercise of its rights under this Agreement. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications associated with obtaining and/or maintaining the Approvals, on behalf of Landlord with federal, state and local governmental authorities, provided that this attorney-in-fact right will be strictly limited to land use, zoning and building applications associated with the Intended Use and such attorney-in-fact does not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel nor place any use restrictions on any portions of the Parent Parcel other than the Compound.

(b) Tenant will be entitled to liquidated damages for the revenue lost by Tenant as a result of any delay caused by Landlord's unwillingness to execute a document or to take any other action deemed necessary by Tenant to protect Tenant's leasehold rights or to facilitate the Intended Use. As the actual amount of such lost revenue is difficult to determine, the parties agree that Tenant may deduct the amount of One Hundred and 00/100 Dollars ($100.00) per day from future installments of Rent for any delay to Tenant caused by Landlord's failure or unwillingness to act, such amount being an estimate of Tenant's lost revenue. Tenant's right to collect such liquidated damages will in no way affect Tenant's right to pursue any and all other legal and equitable rights and remedies permitted under applicable laws.

**25.** **Memorandum of Lease.** Simultaneously with the execution of this Agreement, the parties will enter into the Memorandum of Lease attached to this Agreement as **Exhibit C** which Tenant may record in the public records of the county of the Parent Parcel. Landlord acknowledges and agrees that after Landlord signs the Memorandum of Lease but before Tenant records it, Tenant may add both: (a) a reference to the recording granting Landlord its interest in the Parent Parcel; and (b) a legal description of the Leased Premises as Exhibit B thereto. Landlord agrees to execute and return to Tenant a recordable Amended Memorandum of Lease in form

supplied by Tenant if: (i) the information included in the Memorandum of Lease changes, or (ii) if it becomes clear that such information is incorrect or incomplete or if this Agreement is amended.

**26. Miscellaneous.**

(a) This Agreement runs with the Parent Parcel and is binding upon and will inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

(b) Tenant may, at Tenant's sole cost and expense, procure an abstract of title or a commitment to issue a policy of title insurance (collectively "***Title***") on the Parent Parcel.

(c) Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

(d) The substantially prevailing party in any litigation arising hereunder is entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(e) Each party agrees to furnish to the other, within thirty (30) days after request, such estoppel information as the other may reasonably request.

(f) This Agreement constitutes the entire agreement and understanding of Landlord and Tenant with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not stated in this Agreement. Any amendments to this Agreement must be in writing and executed and delivered by Landlord and Tenant.

(g) If either Landlord or Tenant is represented by a real estate broker in this transaction, that party is fully responsible for any fees due such broker and will hold the other party harmless from any claims for commission by such broker.

(h) The Agreement will be construed in accordance with the laws of the state in which the Leased Premises is situated.

(i) If any term of the Agreement is found to be void or invalid, the remainder of this Agreement will continue in full force and effect.

(j) Tenant may obtain title insurance on its interest in the Leased Premises, and Landlord will cooperate by executing any documentation required by the title insurance company.

(k) This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(l) Landlord will not, during the Term, enter into any other lease, license, or other agreement for the same or similar purpose as the Intended Use, on or adjacent to the Parent Parcel.

(m) Except as otherwise expressly permitted in this Agreement, during the Term, Landlord shall not, and shall not allow, the sale, transfer, granting, conveyancing, leasing, and/or licensing by deed, easement, lease, license or other legal instrument and/or agreement, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity (other than Tenant) directly or indirectly engaged in the business of owning, acquiring, constructing, operating, managing, investing in wireless telecommunications infrastructure without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.

(n) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach.

(o) The parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specified terms or were otherwise breached. Therefore, the parties agree the parties will be entitled to an injunction(s) in any court in the state in which the Leased Premises is located to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of the Agreement, this being in addition to any other remedy to which the parties are entitled at law or in equity.

(p) Each party executing this Agreement acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party.

(q) The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Agreement as of the respective dates written below.

| **LANDLORD** | **2 WITNESSES** |
|---|---|
| **Ivins Town Inc.,**<br>a Utah corporation, | |
| | Signature: _____ |
| Signature: _____ | Print Name: _____ |
| Print Name: _____ | |
| Title: _____ | Signature: _____ |
| Date: _____ | Print Name: _____ |

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**TENANT**

**InSite Towers Development 2, LLC,**
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

**WITNESS**

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

The following exhibits are attached to this Agreement and incorporated into this Agreement:

Exhibit A Description or Depiction of Parent Parcel
Exhibit B Description or Depiction of Leased Premises
Exhibit C Form of Memorandum of Lease

**EXHIBIT A**
**DESCRIPTION OR DEPICTION OF PARENT PARCEL**

*This Exhibit A may be replaced at Tenant's option as described below. Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Agreement and Tenant's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

SITUATED IN THE COUNTY OF WASHINGTON, STATE OF UTAH, DESCRIBED AS FOLLOWS:

PARENT PARCEL:

SALT LAKE MERIDIAN, UTAH T. 41 S., R. 16 W., SEC. 31, SE1/4NE1/4.

TAX ID: I-6-1-31-121

BEING THE SAME PROPERTY CONVEYED TO IVINS TOWN INCORPORATED, GRANTEE, FROM THE UNITED STATES OF AMERICA, GRANTOR, BY DEED RECORDED 05/24/1973, IN BOOK 136, PAGE 493 OF THE COUNTY RECORDS.

**EXHIBIT B**
**DESCRIPTION OR DEPICTION OF LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

**LEASED PREMISES**

The Leased Premises consists of that portion of the Parent Parcel as defined in the Agreement which shall include access and utility easements. The square footage of the Leased Premises shall be the greater of: (i) 1,600 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

**EXHIBIT B (Continued)**

**ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

ACCESS PARCEL:

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

BEGINNING AT THE 1/4 CORNER COMMON TO SECTIONS 31 AND 32, TOWNSHIP 41 SOUTH, RANGE 16 WEST, S.L.B.&M., THENCE SOUTH 89°56'30" EAST 1204.90 FEET TO THE NORTHEAST CORNER OF IVINS TOWNSITE, THENCE SOUTH 0°14' EAST 181.7 FEET, SOUTH 89°16' WEST 1205.60 FEET TO THE WEST LINE OF SECTION 32 AT A POINT SOUTH 0°01'30" EAST 198.4 FEET FROM THE SAID 1/4 SECTION CORNER; THENCE SOUTH 89° 16' WEST 1517.65 FEET, NORTH 0°39' WEST 218.2 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 31, THENCE SOUTH 89°58'45" EAST 1519.85 FEET TO BEGINNING AND CONTAINING 7.262 ACRES IN SECTION 31 AND 6.567 ACRES IN SECTION 32 AND TOTALING 13.829 ACRES OF LAND.

TAX ID: I-6-1-31-32-2000

BEING THE SAME PROPERTY CONVEYED TO THE TOWN OF IVINS, A MUNICIPAL CORPORATION, GRANTEE, FROM ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY, GRANTOR, BY DEED RECORDED 12/23/1969, IN BOOK 89, PAGE 481 OF THE COUNTY RECORDS.

# EXHIBIT C
# FORM OF MEMORANDUM OF LEASE

***Prepared by and Return to:***
American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/ Renata Villar, Esq.
ATC Site No: 209536
ATC Site Name: Ivins Red Mountain
Assessor's Parcel No(s): 0197189

**Prior Recorded Lease Reference:**
No Prior Recorded Reference
State of Utah
County of Ivins

**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "***Memorandum***") is entered into as of the latter signature date hereof, by and between **Ivins Town Inc.**, a Utah corporation ("***Landlord***") and **InSite Towers Development 2, LLC**, a Delaware limited liability company ("***Tenant***").

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease**. Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "***Parent Parcel***"). Landlord and Tenant entered into that certain **Lease Agreement** dated _____, 202__ (, the "***Lease***"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "***Leased Premises***"), which Leased Premises is also described on **Exhibit B**.

2. **Expiration Date**. Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be June 30, 2053. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

3. **Leased Premises Description**. Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Right of First Refusal**. There is a right of first refusal in the Lease.

5. **Effect/Miscellaneous**. This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

6. **Notices**. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 55 N. Main street, Ivins, UT 84738-6164; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

7. **Counterparts**. This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

8. **Governing Law**. This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the respective dates written below.

**LANDLORD**

**Ivins Town Inc.,**
**a Utah corporation**

Signature: _____
Print Name: _____
Title: _____
Date: _____

**2 WITNESSES**

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**TENANT**

**InSite Towers Development 2 LLC,**
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

**WITNESS**

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

**EXHIBIT A**
**DESCRIPTION OR DEPICTION OF PARENT PARCEL**

*This Exhibit A may be replaced at Tenant's option as described below. Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Agreement and Tenant's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

SITUATED IN THE COUNTY OF WASHINGTON, STATE OF UTAH, DESCRIBED AS FOLLOWS:

PARENT PARCEL:

SALT LAKE MERIDIAN, UTAH T. 41 S., R. 16 W., SEC. 31, SE1/4NE1/4.

TAX ID: I-6-1-31-121

BEING THE SAME PROPERTY CONVEYED TO IVINS TOWN INCORPORATED, GRANTEE, FROM THE UNITED STATES OF AMERICA, GRANTOR, BY DEED RECORDED 05/24/1973, IN BOOK 136, PAGE 493 OF THE COUNTY RECORDS.

**EXHIBIT B**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

**LEASED PREMISES**

The Leased Premises consists of that portion of the Parent Parcel as defined in the Agreement which shall include access and utility easements. The square footage of the Leased Premises shall be the greater of: (i) 1,600 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

**EXHIBIT B (Continued)**

**ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

ACCESS PARCEL:

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

BEGINNING AT THE 1/4 CORNER COMMON TO SECTIONS 31 AND 32, TOWNSHIP 41 SOUTH, RANGE 16 WEST, S.L.B.&M., THENCE SOUTH 89°56'30" EAST 1204.90 FEET TO THE NORTHEAST CORNER OF IVINS TOWNSITE, THENCE SOUTH 0°14' EAST 181.7 FEET, SOUTH 89°16' WEST 1205.60 FEET TO THE WEST LINE OF SECTION 32 AT A POINT SOUTH 0°01'30" EAST 198.4 FEET FROM THE SAID 1/4 SECTION CORNER; THENCE SOUTH 89° 16' WEST 1517.65 FEET, NORTH 0°39' WEST 218.2 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 31, THENCE SOUTH 89°58'45" EAST 1519.85 FEET TO BEGINNING AND CONTAINING 7.262 ACRES IN SECTION 31 AND 6.567 ACRES IN SECTION 32 AND TOTALING 13.829 ACRES OF LAND.

TAX ID: I-6-1-31-32-2000

BEING THE SAME PROPERTY CONVEYED TO THE TOWN OF IVINS, A MUNICIPAL CORPORATION, GRANTEE, FROM ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY, GRANTOR, BY DEED RECORDED 12/23/1969, IN BOOK 89, PAGE 481 OF THE COUNTY RECORDS.

## Instructions for completing the Resolution and Consent Affidavit

**IMPORTANT INFORMATION BELOW**

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by ***ALL*** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but ***ONE HUNDRED PERCENT (100%)*** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

***Prepared by and Return to:***
American Tower
Attn: Land Management/Renata Villar, Esq.
10 Presidential Way
Woburn, MA 01801
Assessor's Parcel No(s): 0197189

_____

**RESOLUTION AND CONSENT AFFIDAVIT**

~~Ivins Town Inc.,~~Ivins City a Utah corporation,

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "***Affiants***") of the above referenced entity (the "***Landlord***"), hereby declare and resolve the following:

1. Landlord desires to lease a portion of land to InSite Towers Development 2, LLC, a Delaware limited liability company (the "***Tenant***") pursuant to that certain Lease Agreement (the "***Lease***").

2. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.

3. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.

4. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and Affiants have the full authority to execute any and all of the Transaction

Documents on behalf of Landlord and to nominate individuals to act on Landlord's behalf.

5. The Affiants hereby nominate the below listed individual (the "***Nominee***") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the "Transaction Documents"), on behalf of Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

NOMINEE: (Print Name)

_____

(Address)

_____

_____

_____

6. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.

7. Affiants hereby acknowledge and agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.

8. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[*SIGNATURES COMMENCE ON FOLLOWING PAGE*]

*EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW*

**AFFIANT NO. 1**

Signature: _____
Print Name: _____
Date: _____

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____%

**2 WITNESSES**

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

*EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW*

| **AFFIANT NO. 2** | **2 WITNESSES** |
|---|---|
| Signature: _____<br>Print Name: _____<br>Date: _____ | Signature: _____<br>Print Name: _____ |
| Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee | Signature: _____<br>Print Name: _____ |
| Percentage Ownership or Voting Interest:<br>_____% | |

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

*EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW*

| **AFFIANT NO. 3** | **2 WITNESSES** |
|---|---|
| Signature: _____<br>Print Name: _____<br>Date: _____ | Signature: _____<br>Print Name: _____ |
| Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee | Signature: _____<br>Print Name: _____ |
| Percentage Ownership or Voting Interest: _____% | |

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

*EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW*

| **AFFIANT NO. 4** | **2 WITNESSES** |
|---|---|
| Signature: _____<br>Print Name: _____<br>Date: _____ | Signature: _____<br>Print Name: _____ |
| Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee | Signature: _____<br>Print Name: _____ |
| Percentage Ownership or Voting Interest: _____% | |

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

*EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW*

| **AFFIANT NO. 5** | **2 WITNESSES** |
|---|---|
| Signature: _____<br>Print Name: _____<br>Date: _____ | Signature: _____<br>Print Name: _____ |
| Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee | Signature: _____<br>Print Name: _____ |
| Percentage Ownership or Voting Interest: _____% | |

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]

*EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW*

| **AFFIANT NO. 6** | **2 WITNESSES** |
|---|---|
| Signature: _____ | |
| Print Name: _____ | Signature: _____ |
| Date: _____ | Print Name: _____ |
| Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee | Signature: _____ |
| | Print Name: _____ |
| Percentage Ownership or Voting Interest: _____% | |

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202___, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public
Print Name: _____
My commission expires: _____ [SEAL]