

Weber County Conditional Use Permit Application

Application submittals will be accepted by appointment only. (801) 399-8791. 2380 Washington Blvd. Suite 240, Ogden, UT 84401

Date Submitted / Completed	Fees (Office Use)	Receipt Number (Office Use)	File Number (Office Use)
----------------------------	-------------------	-----------------------------	--------------------------

Tower

Property Owner Contact Information

Tower

Name of Property Owner(s) Tower Owner SpectraSite Communications, LLC	Mailing Address of Property Owner(s) 10 Presidential Way Woburn, MA 01801
Phone (205) 545-5908	Fax
Email Address (required) kbutler@craftongroup.com	Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail

Authorized Representative Contact Information

Name of Person Authorized to Represent the Property Owner(s) Kaitlin Butler, Crafton Communications	Mailing Address of Authorized Person 2918 Clairmont Ave S Birmingham, AL 35205
Phone (205) 545-5908	Fax
Email Address kbutler@craftongroup.com	Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail

Property Information

Project Name ATC 310320 - Verizon Upgrade	Total Acreage	Current Zoning M-1
Approximate Address 2367 N Rulon White Blvd Ogden, UT 84404	Land Serial Number(s) 19-060-0014	

Proposed Use
No change - existing wireless telecommunications facility

Project Narrative
ATC 310320 - Verizon equipment modification on an existing commercial cell tower. Scope of work involves installing (3) Antennas on the existing tower. There will be no change in tower height or compound size.

Basis for Issuance of Conditional Use Permit

Reasonably anticipated detrimental effects of a proposed conditional use can be substantially mitigated by the proposal or by the imposition of reasonable conditions to achieve compliance with applicable standards. Examples of potential negative impacts are odor, vibration, light, dust, smoke, or noise.

There are no potential negative impacts associated with the proposed work.

That the proposed use will comply with the regulations and conditions specified in the Zoning Ordinance and other applicable agency standards for such use.

No change in use.

Tower

Property Owner Affidavit

I (We), _____, depose and say that I (we) am (are) the owner(s) of the property identified in this application and that the statements herein contained, the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

****See Letter of Authorization**

Tower

(Property Owner)

(Property Owner)

Subscribed and sworn to me this _____ day of _____, 20 _____,

(Notary)

Authorized Representative Affidavit

I (We), _____, the owner(s) of the real property described in the attached application, do authorized as my (our) representative(s), Crafton Communications, to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the County considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Property Owner)

Dated this _____ day of _____, 20 _____, personally appeared before me _____, the signer(s) of the Representative Authorization Affidavit who duly acknowledged to me that they executed the same.

(Notary)



AMERICAN TOWER®
CORPORATION

LETTER OF AUTHORIZATION

SITE NO: 310320 SITE NAME: North Ogden

PROJECT: 13660820

ADDRESS: 2367 N. Rulon White Blvd., Ogden, UT 84404-8582

APN: 19-060-0014

I, Margaret Robinson, Senior Counsel, US Tower Division on behalf of American Tower*, by and through its wholly owned subsidiary, SpectraSite Communications, LLC, as attorney-in-fact for Keveri Holdings LLC** do hereby authorize Crafton Communications, its successors and assigns, to act as American Tower's non-exclusive agent for the purpose of filing and securing any zoning, land-use, building permit and/or electrical permit application(s) and approvals of the applicable jurisdiction for and to conduct the construction of the installation of antennas and related telecommunications equipment on the Tower Facility located at the above address. This installation shall not affect adjoining lands and will occur only within the area leased by American Tower.

American Tower understands that the application may be denied, modified, or approved with conditions. The above authorization is limited to the acceptance by American Tower of conditions related to American Tower's installation. Any such conditions of approval or modifications will not be effective unless approved in writing by American Tower.

The above authorization does not permit Crafton Communications to modify or alter any existing permit(s) and/or zoning or land-use conditions or impose any additional conditions unrelated to American Tower's installation of telecommunications equipment without the prior written approval of American Tower.

Signature: _____

Margaret Robinson, Senior Counsel
US Tower Division

NOTARY BLOCK

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex

This instrument was acknowledged before me by Margaret Robinson, Senior Counsel of American Tower (Tower Facility owner and/or operator), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal, this 25th day of May, 2021.

NOTARY SEAL



GERARD T. HEFFRON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 9, 2024

Notary Public
My Commission Expires: August 9th, 2024

* American Tower as used herein is defined as American Tower Corporation and any of its affiliates or subsidiaries.

**For authority, see the First Lease Amendment attached herewith.



AMERICAN TOWER®
CORPORATION

LETTER OF AUTHORIZATION

ATC SITE # / NAME / PROJECT: 310320 / North Ogden / 13660820
SITE ADDRESS: 2367 N. Rulon White Blvd., Ogden, UT 84404-8582
APN: 19-060-0014
LICENSEE: CELCO PARTNERSHIP D/B/A VERIZON WIRELESS

I, Margaret Robinson, Senior Counsel for American Tower*, by and through its wholly owned subsidiary, SpectraSite Communications, LLC, as attorney-in-fact for Keveri Holdings LLC**, the owner of the property located at the address identified above (the "Tower Facility"), do hereby authorize CELCO PARTNERSHIP D/B/A VERIZON WIRELESS, its successors and assigns, and/or its agent, (collectively, the "Licensee") to act as American Tower's non-exclusive agent for the sole purpose of filing and consummating any land-use or building permit application(s) as may be required by the applicable permitting authorities for Licensee's telecommunications' installation.

We understand that this application may be denied, modified, or approved with conditions. The above authorization is limited to the acceptance by Licensee only of conditions related to Licensee's installation and any such conditions of approval or modifications will be Licensee's sole responsibility.

Signature:

Print Name: Margaret Robinson
Senior Counsel
American Tower*

NOTARY BLOCK

Commonwealth of MASSACHUSETTS
County of Middlesex

This instrument was acknowledged before me by Margaret Robinson, Senior Counsel for American Tower*, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal, this 25th day of May, 2021.

NOTARY SEAL



GERARD T. HEFFRON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 9, 2024

Notary Public
My Commission Expires: August 9th, 2024

*American Tower includes all affiliates and subsidiaries of American Tower Corporation.
**For authority, see the Easement and Assignment Agreement attached herewith.

FIRST LEASE AMENDMENT

This **FIRST LEASE AMENDMENT** ("*Amendment*") is made effective as of the latter signature date hereof ("*Effective Date*") by and between **Hotchkiss Properties, a Utah general partnership (Lessor)** and **Spectrasite Communications, LLC, a Delaware limited liability company (Lessee)**.

R E C I T A L S

- A. Lessor and Nextel West Corp., a Delaware corporation d/b/a Nextel Communications, predecessor in interest to Lessee entered into that certain Communication Site Lease Agreement dated November 17, 1997 (as amended, the "*Lease*"), whereby the Lessee leases a portion of the real Premises owned by Lessor (the "*Land*"), such portion being more particularly set forth in Exhibit A attached hereto, together with certain easements for access and public utilities and, if applicable, guy wire and guy anchor easements (collectively, the "*Premises*"); and
- B. Lessor and Lessee desire to amend the terms of the Lease to extend the term thereof and as otherwise provided herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties agree as follows:

1. **Term; Rent; Adjustments to Rent.** The current term ("*Term*") of the Lease is hereby extended to that date which is **FORTY NINE (49)** years after the Effective Date in consideration of a one time payment in the amount of **NINETY EIGHT THOUSAND DOLLARS (\$98,000)** ("*Rent*"). The Rent shall be due (the "*Rent Due Date*") within 20 days after Lessee's receipt of (i) this Amendment executed by Lessor, with such execution duly notarized; (ii) a memorandum of lease executed by Lessor, with such execution duly notarized; (iii) any and all documents necessary, in Lessee's sole discretion, to clear any title defects identified by Lessee as a condition precedent to this Amendment; (iv) documents reasonably sufficient for Lessee to process the issuance of the Rent payment, including an Internal Revenue Service W-9 form (Request for Taxpayer Identification and Certification), address to which Rent is to be remitted and, if the payee is to be any party(ies) other than the Lessor party or parties named herein, written notice from all Lessor party or parties named herein authorizing such payee; and (v) if applicable, a closing statement executed by Lessor. Lessor agrees that Lessee may notify Lessor of the title defects which Lessee identifies, in Lessee's sole discretion, as a condition precedent to this Amendment within 45 days from the Effective Date. The monthly and/or annual rental payments and any other monetary amounts payable under the Lease shall continue to be due and payable in accordance with the terms of the Lease until the Rent Due Date. From and after the Rent Due Date, any and all such rental and other monetary amounts payable under the Lease (excluding reimbursements explicitly provided for in the Lease which remain in effect) shall no longer be in effect. Lessee shall have the right to deduct from the Rent, on a prorated basis, any prepaid monthly and/or annual rental payments or other proceeds payable under the Lease attributable to the period subsequent to the first day of the next calendar month following the Rent Due Date. In the event title defects are not cleared to Lessee's satisfaction within 60 days from the Effective Date, upon written notice to Lessor, Lessee may elect to terminate this Amendment. If Lessee terminates this Amendment pursuant to the preceding sentence, as of such termination the Lease shall remain in full force and effect without giving effect to any changes thereto under this Amendment. If there are outstanding taxes owed, liens on record and/or other encumbrances that require payment to clear title to the Land, Lessor hereby authorizes Lessee to pay such outstanding taxes, liens and/or other encumbrances and to deduct such amount paid from the Rent. As a condition to such payment(s) by Lessee, Lessor agrees to execute a closing statement indicating the tax, lien and/or other encumbrances to be paid by Lessee and the corresponding reduction in Rent. A signed fax copy of such closing statement shall be deemed an original for all purposes. Lessor and Lessee agree that all rent and payments in

Amendment for the installation, repair, construction, maintenance, removal and replacement of all equipment located or to be located within the Premises, including (i) access to the Premises for construction machinery and equipment, (ii) storage of construction materials and equipment and (iii) use of a staging area for such installation, repair, construction, maintenance, removal and replacement of equipment within the Premises.

10. **Premises, Maintenance, Repairs, Modifications, Replacements, Removals.** Lessee shall have the right to repair, remove, install, build, modify or replace equipment shelters, sheds and utility cabinets as well as any other utility or telecommunications equipment or other Premises now or located at the Premises in the future that Lessee or Lessee's Lessees, subLessees or licensees shall require for the use of the Premises. Lessee shall have the right to modify the existing tower or a future tower, including but not limited to, reducing or extending its height or replacing such tower with a tower of a different height and/or type. Lessee shall have the right to reconfigure any guy wires and anchors, if applicable, on the Premises and Land. Lessee has the right to install a second, temporary cell-tower structure while Lessee is performing any modification, maintenance, repair or replacement of the existing tower or a future tower located at the Premises. The temporary structure will be promptly removed by Lessee upon the completion of such modification, maintenance, repair or replacement. Lessee or its customers have the right, but not the obligation, to remove the tower, their equipment, structures, fixtures and other personal Premises from the Premises at any time during the Term and within 90 days after the expiration or termination hereof, including if Lessee's purchase of the Premises is not consummated pursuant to Paragraph 7 hereof.

11. **Option for Additional Ground Space.** Lessor grants to Lessee an irrevocable option to expand the Premises to include an additional **ONE THOUSAND (1000)** square feet contiguous to the Premises, in a shape and location to be designated by Lessee by written notice to Lessor (the "**Option Area**") for no additional consideration. Lessor hereby agrees to give Lessee no less than 30 days prior notice prior to entering into a lease or other use or occupancy agreement pertaining to any portion of the Land. During the foregoing 30 day period Lessee may elect to designate the Option Area by written notice to Lessor, in which case such Option Area would no longer be available for Lessor to lease to a third party. Lessee may, at its sole cost and expense, have a survey prepared of the Option Area. Lessor agrees that the legal description of the area as shown on the survey shall then become the legal description of the Option Area. In the event Lessee expands the Premises pursuant to this paragraph, at Lessee's request and expense (including all reasonable expenses incurred by Lessor hereunder), Lessor agrees to execute (i) an amendment to the Lease to reflect the addition of the Option Area to the Premises and (ii) an amended memorandum of lease in recordable form containing the new legal description of the Premises including the Option Area. Lessor hereby grants to Lessee, its agents, employees and independent contractors the right to enter upon the Option Area at any time after the Effective Date, to perform or cause to be performed test borings of the soil, environmental audits, engineering studies and to conduct a survey. Lessor grants the right to clear trees and other obstructions which may interfere, in Lessee's sole discretion, with Lessee's ability to conduct such activities. Upon request, Lessor shall provide Lessee with any necessary keys or access codes needed to access the Option Area.

12. **Government Approvals.** Lessor shall fully cooperate with Lessee's and Lessee's customers and potential customers' efforts to obtain and maintain in effect all government approvals necessary for such party's use of the Premises. Lessor agrees not to oppose any requests for such approvals and agrees to execute in a timely manner any documentation related to such approvals. Lessor grants to Lessee a Limited Power of Attorney ("**POA**") for the sole purpose of executing any building permits, land use and zoning applications on behalf of Lessor that are required by the local jurisdiction for Lessee and Lessee's customers to operate and conduct telecommunications or wireless business at the Premises. The POA shall be strictly construed for the purpose of signing building permits, land use and zoning applications on behalf of Lessor and this POA may only be assigned by Lessee to Lessee's parent company, subsidiaries

or successors and assigns by merger or acquisition only. This POA shall not be used by Lessee to change the zoning classification of the Land or the Premises or require Lessor to modify any of Lessor's Premises that surrounds the Premises and it shall automatically terminate as of the expiration of the Term. All costs associated with obtaining and maintaining all government approvals by Lessee or Lessee's customers shall be the sole responsibility of Lessee.

13. **Right of First Refusal.** If Lessor receives a bona fide offer from a third party to lease or purchase in fee simple the Land or the Premises in whole or in part, or to take an assignment of any portion of Lessor's interest in the Lease, or if Lessor intends to communicate to a third party an offer to lease or sell in fee simple the Land or the Premises, Lessor shall communicate the terms of such offer to Lessee and offer to lease or sell the Land or Premises, as applicable, to Lessee upon the same terms and conditions, including any financing terms. Lessee shall have 30 days from receipt of said notice from Lessor to accept said offer in writing. If Lessee elects not to exercise this right of first refusal within the 30 day time period, Lessor may convey the Land, Premises or all or a portion of Lessor's interest in the Lease, as applicable, provided, however, that if the terms of conveyance change from that originally provided to Lessee or if such conveyance has not been consummated within 90 days of the date of Lessor's written notice to Lessee, any such conveyance shall again be subject to Lessee's right of first refusal set forth above in this paragraph. Lessee's election not to exercise Lessee's right of first refusal shall not be deemed to be a waiver of this paragraph with respect to any future conveyances or proposed conveyances of the Land, Premises or all or a portion of Lessor's interest in the Lease.

14. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be an original and which together shall constitute one instrument. The parties agree that a scanned or electronically reproduced copy or image of this Amendment bearing the signatures of the parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Amendment and without the requirement that the unavailability of such original, executed counterpart of this Amendment first be proven.

15. **Confidentiality.** Lessor agrees that all terms of this Amendment and any information furnished to Lessor by Lessee in connection with this Amendment shall be and remain confidential. Except for Lessor's attorney or broker, if any, Lessor shall not disclose any such terms or information without the prior written consent of Lessee. The provisions of this paragraph shall not apply to the recording of a memorandum of lease by Lessee pursuant to Paragraph 5 above.

16. **Condition of Lease.** Lessor acknowledges and agrees that as of the Effective Date, there are no uncured defaults by Lessee under the terms of the Lease and that the Lease is in full force and effect.

17. **Entirety; Amendment.** This Amendment, together with the Lease, constitutes the entire agreement among the undersigned parties hereto. Any modification to this Amendment must be in writing and signed and delivered by authorized representatives of the affected parties in order to be effective.

18. **Binding Effect.** Except as modified by this Amendment, the Lease and all the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed. The covenants, agreements, terms, provisions and conditions contained in this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of any conflict between the terms contained in this Amendment and the Lease, including the contents of any exhibits attached to either this Amendment or the Lease, the terms and exhibits hereof shall supersede and control the obligations and liabilities of the parties. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Lease.