

Prepared by and Return To:

American Tower Corporation
10 Presidential Way
Woburn, MA 01801
ATC Site No. 414464
ATC Site Name: S. Westsams Blvd UT
Tax Parcel ID Number(S): 20-12-227-003
20-12-227-004

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6/14/2018 9:48:00 AM \$25.00
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ADAM GARDINER
Recorder, Salt Lake County, UT
LINEAR TITLE & CLOSING LTD
BY: eCASH, DEPUTY - EF 7 P.

MEMORANDUM OF ASSIGNMENT

This MEMORANDUM OF ASSIGNMENT ("**Memorandum**") is entered into on the 8th day of May, 2018 by and between **TowerPoint Acquisitions, LLC**, a Delaware limited liability company, ("**Assignor**"), and **ATC Sequoia LLC**, a Delaware limited liability company, ("**Assignee**") (Assignor and Assignee are sometimes referred to collectively as, the "**Parties**").

NOTICE is hereby given of the following:

1. Agnes Gallegos, as Trustee of The Living Trust of Eluterio & Agnes Gallegos, Dated July 10, 2014 ("**Owner**") is the owner of certain real property being described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Property**").
2. Owner and Assignor entered into that certain Easement Agreement dated April 16, 2018 between Assignor (as Grantee thereunder) and Owner (as Grantor thereunder) recorded on April 16, 2018 in Book 10665, Page 3582-3591 with the records of Salt Lake County, Utah (the "**Easement**"), pursuant to which Owner conveyed to Assignor: (a) a ninety-nine (99) year exclusive easement in and to that portion of the Property more particularly described on **Exhibit "B"** attached hereto and by this reference made a part hereof (the "**Exclusive Easement Area**") for the transmission and reception of wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of a communications tower and related equipment and facilities; and (b) a ninety-nine (99) year non-exclusive easement in and to that portion of the Property more particularly described on **Exhibit "C"** attached hereto and by this reference made a part hereof (the "**Access and Utility Easement Area**") for ingress and egress to and from the Exclusive Easement Area and for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service thereto.
3. Pursuant to the Easement, Assignor was conveyed all of Owner's beneficial interest in a certain Option and Site Lease Agreement dated June 30, 2000 between Owner (or its predecessor-in-interest), as lessor, and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (or its predecessor-in-interest), as lessee, (as the same may have been amended from time to time, the "**Lease**"), all as more particularly described in the Easement.

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4. Assignor and Assignee are parties to a certain Assignment of Easement and Lease dated on or about the date of this Memorandum (the "**Assignment Agreement**"), pursuant to which Assignor has assigned to Assignee, and Assignee has assumed from Assignor, all of Assignor's right, title and interest in and to the Easement as more particularly described in the Assignment Agreement.

5. Also pursuant to the Assignment Agreement, Assignor has assigned to Assignee, and Assignee has assumed from Assignor, all of Assignor's right, title and interest in and to the Lease including, without limitation, all amounts due and payable thereunder, also as more particularly described in the Assignment Agreement.

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

7. **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 Assignor at: Six Concourse Parkway, Suite 1450, Atlanta, GA 30328; To Assignee 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, by thirty (30) days prior written notice to the others 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.

8. **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.

9. **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 Property is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

ASSIGNOR:

WITNESSES:

TowerPoint Acquisitions, LLC
a Delaware limited liability company

Signature: [Signature]
By: Jesse M. Wellner
Its: CEO
Date: 5/4/18

Signature: [Signature]
Print Name: Yamin Walker

Signature: [Signature]
Print Name: James F. Nathdura

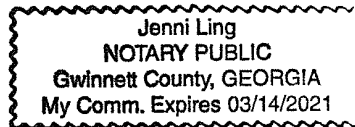
WITNESS & ACKNOWLEDGMENT

State of Georgia)
County of Fulton)

On May 4, 2018, before me, the undersigned Notary Public, personally appeared Jesse M. Wellner, 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 behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: [Signature]
Notary Public



My Commission Expires: 3-14-2021

{Seal}

ASSIGNEE:

ATC Sequoia LLC,
a Delaware limited liability company

Signature: _____
By: Shawn Lanier
Its: Vice President - Legal
Date: 5-8-2018

WITNESSES:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS & ACKNOWLEDGMENT

Commonwealth of Massachusetts
County of Middlesex

On this the 8th day of May 2018, before me, the undersigned Notary Public, personally appeared Shawn Lanier, personally known to me (or 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.

Renee Byrd
Notary Public
My Commission Expires: _____



RENEE BYRD
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 27, 2023

{Seal}

Attachments:

- Exhibit "A" – Property
- Exhibit "B" – Exclusive Easement Area
- Exhibit "C" – Access and Utility Easement Area

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EXHIBIT A - Property

PARCEL 1: (20-12-227-003)

Beginning at a point on the West line of West Sams Boulevard said point being South 351.014 feet and West 90.37 feet from the Northeast corner of Section 12, Township 2 South, Range 2 West, Salt Lake Base & Meridian and running thence North 53°28'14" West 219.006 feet; thence South 41°51'59" West 164.683 feet; thence South 42°39'28" East 240.00 feet to a point on a 537.98 foot radius curve, said point also being on the West line of West Sams Boulevard; thence running along said curve to the left 210.335 feet along the arc and whose chord bears North 36°08'29" East 209.00 feet to the point of beginning.

PARCEL 2: (20-12-227-004)

Beginning at a point which is South 519.80 feet and West 213.63 feet from the Northeast corner of Section 12, Township 2 South, Range 2 West, Salt Lake Base & Meridian and running thence Southwesterly along the arc of a 537.98 foot radius curve to the right 29.75 feet through a central angle of 3°10'08"; thence North 42°41'10" West 236.32 feet; thence North 41°51'59" East 30.0 feet; thence South 42°39'28" East 240.0 feet to the point of beginning

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EXHIBIT B – Exclusive Easement Area

LOCATED IN THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 89°53'31" WEST 266.21 FEET ALONG SECTION LINE AND SOUTH 221.81 FEET FROM THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 53°36'48" EAST 20.08 FEET; THENCE SOUTH 41°38'57" WEST 48.16 FEET; THENCE NORTH 48°21'03" WEST 20.00 FEET; THENCE NORTH 41°38'57" EAST 48.16 FEET TO THE POINT OF BEGINNING.

CONTAINS: 982 SQ. FT. OR 0.022 ACRES, MORE OR LESS, (AS DESCRIBED).

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EXHIBIT C – Access and Utility Easement Area

All existing utility and access easements from the Exclusive Easement Area to a public right of way, including but not limited to the following;

ACCESS AND UTILITY EASEMENT DESCRIPTION:

A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT FOR THE PURPOSE OF INSTALLING UNDERGROUND UTILITIES AND INGRESS AND EGRESS, BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT LOCATED NORTH 89°53'31" WEST 260.12 FEET ALONG SECTION LINE AND SOUTH 245.05 FEET FROM THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 48°21'03" EAST 6.00 FEET; THENCE SOUTH 41°38'57" WEST 18.23 FEET; THENCE SOUTH 52°06'27" EAST 113.63 FEET; THENCE SOUTH 47°27'12" EAST 60.94 FEET; THENCE SOUTH 26°17'00" EAST 22.63 FEET; THENCE SOUTH 59°24'11" EAST 9.43 FEET, MORE OR LESS TO EAST LINE OF PARCEL 20-12-227-003 AND THE WESTERLY RIGHT-OF-WAY LINE OF WESTSAMS BOULEVARD AND TERMINATING.

CONTAINS: 0.063 ACRES, MORE OR LESS, (AS DESCRIBED).

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