

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Nghia Trinh, Esq.  
ATC Site No: 410048  
ATC Site Name: PRO Saratoga UT  
Assessor's Parcel No(s): 58:034:0813

**Prior Recorded Lease Reference:**  
Document No. 105039:2016  
State of Utah  
County of Utah

**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into on the 5<sup>th</sup> day of February, 2015 by and between **Aaron D. Evans, Trustee of the Aaron D. Evans Revocable Trust, dated August 23, 2000 and Mary Ellen Evans, Trustee of the Mary Ellen Evans Revocable Trust, dated August 23, 2000** ("**Landlord**") and **Celco Partnership d/b/a Verizon Wireless** ("**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 on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated April 29, 2002 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which 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 A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.

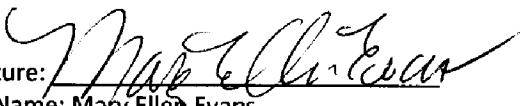
3. **Option to Expand Leased Premises.** The Landlord has granted to Tenant an option to expand the Leased Premises by approximately six hundred twenty-five (625) square feet to be determined by the Landlord and Tenant at the time such option is exercised.
4. **Expiration Date.** Subject to the terms, 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, 2067. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **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.
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 Landlord at: 1126 West Fairfield Road, Saratoga Springs, UT 84045; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also 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.
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. **Trustee Authority.** The undersigned trustee(s) of the **Aaron D. Evans Revocable Trust, dated August 23, 2000** and **Mary Ellen Evans Revocable Trust, dated August 23, 2000** (the "Trusts") hereby certify as follows:
  - a. We are the current trustees of the Trusts;
  - b. The trustees of the Trusts have the authority to act with respect to the real estate owned by the Trusts, and have the full and absolute power under said Trusts to execute this Amendment and no third party shall be bound to inquire whether the trustees have said power or are properly exercising said power by doing the same;
  - c. There are no facts which constitute conditions precedent to acts by the trustees or which are in any other manner germane to the affairs of the Trusts; and
  - d. As of the date hereof, the Trusts have not been amended, revoked or terminated and are in full force and effect.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

**LANDLORD**

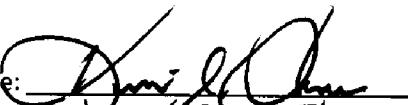
Aaron D. Evans, Trustee of the Aaron D. Evans  
Revocable Trust, dated August 23, 2000 and Mary  
Ellen Evans, Trustee of the Mary Ellen Evans  
Revocable Trust, dated August 23, 2000,

Signature: 

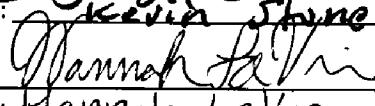
Print Name: Mary Ellen Evans

Title: Trustee

Date: 11-12-2024

**WITNESS**Signature: 

Print Name: Kevin Stone

Signature: 

Print Name: Hannah Lavin

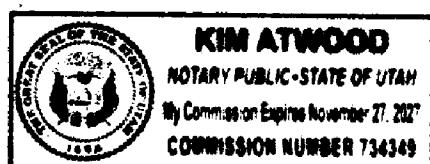
**WITNESS AND ACKNOWLEDGEMENT**State/Commonwealth of UtahCounty of Utah

On this 12 day of November, 2024 before me, the undersigned Notary Public, personally appeared Mary Ellen Evans, 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: Kim Atwood  
My commission expires: 11-27-2027

[SEAL]

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**IN WITNESS WHEREOF**, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

**LANDLORD**

**Aaron D. Evans, Trustee of the Aaron D. Evans Revocable Trust, dated August 23, 2000 and Mary Ellen Evans, Trustee of the Mary Ellen Evans Revocable Trust, dated August 23, 2000,**

Signature:   
 Print Name: Aaron D. Evans  
 Title: Trustee  
 Date: 12/10/24

**WITNESS**

Signature:   
 Print Name: Hannah LaVin

Signature:   
 Print Name: Kevin Stone

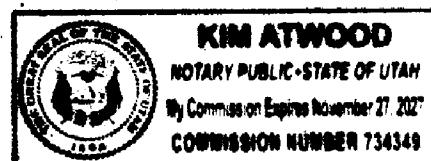
**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of Utah  
 County of Utah

On this 12 day of November, 2024 before me, the undersigned Notary Public, personally appeared Aaron D. Evans, 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: Kim Atwood  
 My commission expires: 11-27-2027



[SEAL]

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

## TENANT

Celco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company  
 Title: Attorney-in-Fact

Signature:   
 Print Name: Richard P. Palermo  
 Title: Senior Counsel, US Tower  
 Date: 2/15/25

## WITNESS

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

## WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 5 day of FEBRUARY, 2025, before me, VICTORIA LYN LARIVIÈRE the undersigned Notary Public, personally appeared RICHARD P. PALERMO, SR. COUNSEL, US TOWER 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.

Victoria Lyn Larivière  
 Notary Public  
 Print Name: VICTORIA LYN LARIVIÈRE  
 My commission expires: 06/06/2025

[SEAL]

COMMONWEALTH OF MASSACHUSETTS  
RICHARD P. PALERMO, SR. COUNSEL, US TOWER  
 personally appeared before me, the undersigned notary public, and  
 proved to me his/her identity through satisfactory evidence, which  
 were PERSONALITY KNOWN  
 to be the person whose name is signed on the preceding or  
 attached document in my presence on this 5 day of  
FEBRUARY, 2025.  
Victoria Lyn Larivière  
 VICTORIA LYN LARIVIÈRE, Notary Public  
 My Commission Expires June 6, 2025

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below*

**PARENT PARCEL**

*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 Lease 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 located in the County of Utah, State of Utah and being further described below.

A portion of the southeast quarter of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, more particularly described as follows:

Beginning at the northeast corner of that real property described in deed entry no. 4952:2006 in the official records of the Utah county recorder, said point being located  $500^{\circ}23'19''W$  along the section line 1323.52 feet from the east 1/4 corner of section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence along said real property the following five (5) courses:  $s01^{\circ}18'32''W$  593.80 feet; thence  $s81^{\circ}35'38''W$  529.63 feet; thence  $s52^{\circ}38'22''W$  80.12 feet; thence  $n00^{\circ}00'18''W$  289.64 feet; thence  $n57^{\circ}12'50''E$  159.47 feet to the easterly line of the Utah Power as Light Company property as defined by survey; thence  $n05^{\circ}03'00''E$  along said easterly line 43.69 feet; thence along the arc of a non-tangent curve to the left 149.37 feet with a radius of 292.00 feet through a central angle of  $29^{\circ}18'30''$ , chord:  $n53^{\circ}32'27''E$  147.74 feet; thence  $n38^{\circ}53'12''E$  176.62 feet; thence along the arc of a curve to the left 88.83 feet with a radius of 292.00 feet through a central angle of  $17^{\circ}25'49''$ , chord:  $n30^{\circ}10'18''E$  88.49 feet; thence  $s89^{\circ}30'51''E$  189.12 feet to the point of beginning.

**Being situated in Utah County, Utah; known as Parcel ID Number 58:034:0813.**

This being a portion of the same property conveyed to Aaron D. Evans, Trustee of the Aaron D. Evans Revocable Trust, Dated August 23, 2000 and Mary Ellen Evans, Trustee of the Mary Ellen Evans Revocable Trust, Dated August 23, 2000 from Aaron D. Evans, Trustee of the Aaron D. Evans Revocable Trust, Dated August 23, 2000 and Mary Ellen Evans, Trustee of the Mary Ellen Evans Revocable Trust, Dated August 23, 2000 in Quit Claim Deed dated June 3, 2021 and recorded September 19, 2024 as Instrument No. 64385:2024, in Utah County, Utah.

**EXHIBIT A (continued)**  
**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.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

**A parcel of land being part of an entire tract of land as described by that certain Quit Claim Deed recorded as Entry No. 75586:2000, pg. 2 of 2, parcel "C" on record in the Utah County Recorder's Office and situate in the Southeast Quarter of Section 21, Township 5 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel are described as follows:**

Beginning at a point which is 1243.76 feet N.00°23'51"E along the section line and 25.52 feet WEST from the Southeast corner of said Section 21 and running thence N.89°36'09"W 50.00 feet; thence N.00°23'51"E 50.00 feet; thence S.89°36'09"E 50.00 feet; thence S.00°23'51"W 50.00 feet to the point of beginning. The above described part of and entire tract contains 2500 square feet or 0.057 acre.

**OPTION FOR EXPANSION AREA**

Tenant has an irrevocable option to expand the Leased Premises to include an additional six hundred twenty-five (625) square feet contiguous to the Leased Premises, the shape and location of which shall be at the Tenant's sole and absolute discretion.

**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 for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

**A strip of land 20 feet in width for the purpose of ingress and egress and to provide electrical power and telephone service to the above described lease parcel situate in the Southeast Quarter of Section 21, Township 5 South, Range 1 West, Salt Lake Base and Meridian. The centerline of said 20-foot strip of land is described as follows:**

Beginning at a point on the northerly right of way line of a county road, said point being 757.92 feet N.00°23'51"E along the section line and 43.28 feet WEST from the Southeast corner of said Section 21 and running thence N.01°18'46"E 486.02 feet, parallel to and 35.00 feet perpendicularly distant westerly from the east property line of the Grantor's land, to the south line of the above described lease parcel and the terminus of this easement.