

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Alexandra A. Nichols, Esq.  
ATC Site No: 410048  
ATC Site Name: PRO Saratoga UT  
Assessor's Parcel No(s): 58-034-0344

**Prior Recorded Lease Reference:**  
Book \_\_\_\_\_, Page \_\_\_\_\_  
Document No: \_\_\_\_\_  
State of Utah  
County of Utah

**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into on the 29 day of  
July, 2014 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 Verizon Wireless (VAW) LLC 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 in **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, renewed, extended, restated, and/or modified from time to time, collectively, 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 leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A** attached hereto and by this reference made a part hereof.
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. **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.

4. **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.
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: 11898 W. Fairfield Road Lehi, UT 84043; To Tenant at: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, 180 Washington Valley Road, Bedminster, NJ 07921, Attn. Network Real Estate; and also 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. **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.
10. **Trustee Authority.** The undersigned trustee(s) of the Aaron D. Evans Revocable Trust, dated August 23, 2000 and the Mary Ellen Evans Revocable Trust, dated August 23, 2000 (collectively, the "*Trust*") hereby certify(ies) as follows:
  - a. I/We am/are the current trustee(s) of the Trust;
  - b. The trustee(s) of the Trust has the authority to act with respect to the real estate owned by the Trust, and has the full and absolute power under said Trust to execute this Memorandum and no third party shall be bound to inquire whether the trustee has said power or is 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 Trust; and
  - d. As of the date hereof, the Trust has not been amended, not been revoked or terminated and is in full force and effect. *AS amended 24 Nov 2014.* *ME*

*AD* **[SIGNATURES FOLLOW ON NEXT PAGE]**

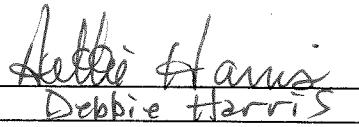
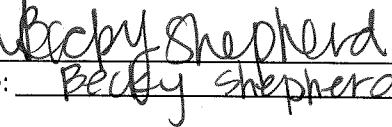
IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

## LANDLORD

Aaron D. Evans Revocable Trust, dated August 23,  
2000

Signature:   
Print Name: Aaron D. Evans  
Title: Trustee  
Date: 29 July 16

## 2 WITNESSES

Signature:   
Print Name: Debbie Harris  
Signature:   
Print Name: Becky Shepherd

## WITNESS AND ACKNOWLEDGEMENT

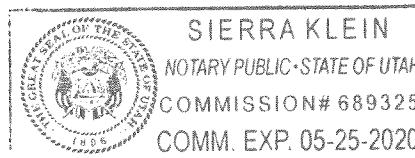
State/Commonwealth of Utah

County of Utah

On this 29 day of July, 20116, 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.

Sierra Klein  
Notary Public  
Print Name: Sierra Klein  
My commission expires: 5-25-20



[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

## LANDLORD

Mary Ellen Evans Revocable Trust, dated August 23, 2000

Signature: Mary Ellen Evans for her  
 Print Name: Mary Ellen Evans  
 Title: Trustee  
 Date: 29 July 2016

## 2 WITNESSES

Signature: Debbie Harris  
 Print Name: Debbie Harris  
 Signature: Bethany Shepherd  
 Print Name: Bethany Shepherd

## WITNESS AND ACKNOWLEDGEMENT

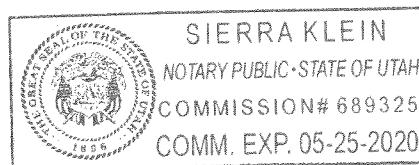
State/Commonwealth of Utah

County of Utah

On this 29 day of July, 20116, 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.

Sierra Klein  
 Notary Public  
 Print Name: Sierra Klein  
 My commission expires: 5-25-20



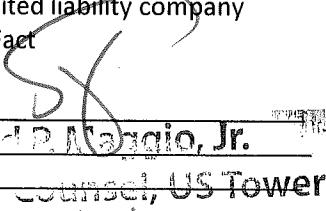
[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

## TENANT

Verizon Wireless (VAW) LLC d/b/a Verizon  
Wireless

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

Signature:   
Print Name: Edward P. Maggio, Jr.  
Title: Senior Counsel, US Tower  
Date: 9/8/16

## WITNESS

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

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

Edward P. Maggio, Jr.

Senior Counsel, US Tower

## WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 8<sup>th</sup> day of October, 2016, before me, the undersigned Notary Public, personally appeared Edward P. Maggio, Jr., 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: Ryann L. Cullinan

My commission expires: 10/13/2017



RYANN L. CULLINAN  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 23, 2020

[SEAL]

**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.

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0°18'23" EAST ALONG THE ONE QUARTER SECTION LINE 1287.59 FEET; THENCE MORE OR LESS ALONG THE ABANDONED NORTH LINE OF THE UNION PACIFIC RAILROAD AS FOLLOWS: SOUTH 44°46'18" EAST 511.77 FEET; SOUTH 60°29'41" EAST 346.51 FEET, SOUTH 80°34'49" EAST 671.69 FEET, NORTH 76°57'13" EAST 544.44 FEET; NORTH 57°13'14" EAST 534.05 FEET, NORTH 38°53'12" EAST 335.86 FEET; THENCE SOUTH 89°30'37" EAST ALONG THE 1/16 SECTION LINE 126.83 FEET; THENCE SOUTH 1°18'46" WEST 593.80 FEET; THENCE MORE OR LESS ALONG THE CENTERLINE OF A COUNTY ROAD AS FOLLOWS: SOUTH 81°35'52" WEST 529.53 FEET, SOUTH 52°38'36" WEST 1068.93 FEET; THENCE NORTH 89°50'17" WEST ALONG THE SECTION LINE 1261.48 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0° 18'23" EAST 66.00 FEET; THENCE SOUTH 89° 50'17" EAST 445.510 FEET THENCE SOUTH 0° 18'23" WEST 66 FEET; THENCE NORTH 89° 50'17 WEST 445.510 FEET TO THE POINT OF BEGINNING.

**APN No. 58-034-0344**

**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.**

**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.**