

6-1
12373783
09/27/2016 11:16 AM \$21.00
Book - 10480 Pg - 5143-5148
GARY W. OTT
RECODER, SALT LAKE COUNTY, UTAH
TELECOM & DEVELOPMENT
10256 S SAGE SPRING CIR
SOUTH JORDAN, UT 84009
BY: MSA, DEPUTY - WI 6 P.

Prepared by, and after recording

Return to:

Telecom and Development Services, Inc.
10256 S. Sage Spring Circle
South Jordan, Utah 84009
Attn: Real Estate Administration

Grantor: Big Rock Properties, LLC, a limited liability company
Grantee: Telecom and Development Services, Inc., a Utah corporation
Legal Description: Official legal description attached as Exhibit 1
Tax Serial No.: 33-11-400-033

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into, effective on the latest signature date below, by and between Big Rock Properties, LLC, a limited liability company, having a mailing address of 985 West 14600 South Bluffdale, Utah 84065 (hereinafter referred to as "Lessor") and Telecom and Development Services, Inc., a Utah corporation, having a mailing address of 10256 S. Sage Spring Circle South Jordan, Utah 84009 (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a certain Option and Land Lease Agreement ("Agreement") on the _____ day of _____, 201____, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be twenty-five (25) years ("Initial Term") commencing on the Effective Date of written notification by Lessee to Lessor of Lessee's exercise of the Option, with three (3) successive twenty-five (25) year options to renew.
3. The portion of the land being leased to Lessee (the "Leased Premises") is described in Exhibit 1 annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year written below.

LESSOR:

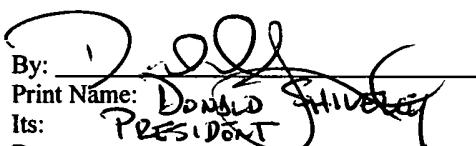
Big Rock Properties, LLC
a limited liability company

LESSEE:

Telecom and Development Services, Inc.
a Utah corporation

By: 

Print Name: K. Torrey Anderson
Its: VP
Date: 6/30/16

By: 

Print Name: Donald Silver
Its: PRESIDENT
Date: 7-28-16

LESSOR:

Big Rock Properties, LLC
a limited liability company

By: 

Print Name: L. Wayne Anderson
Its: Pres
Date: 6/30/16

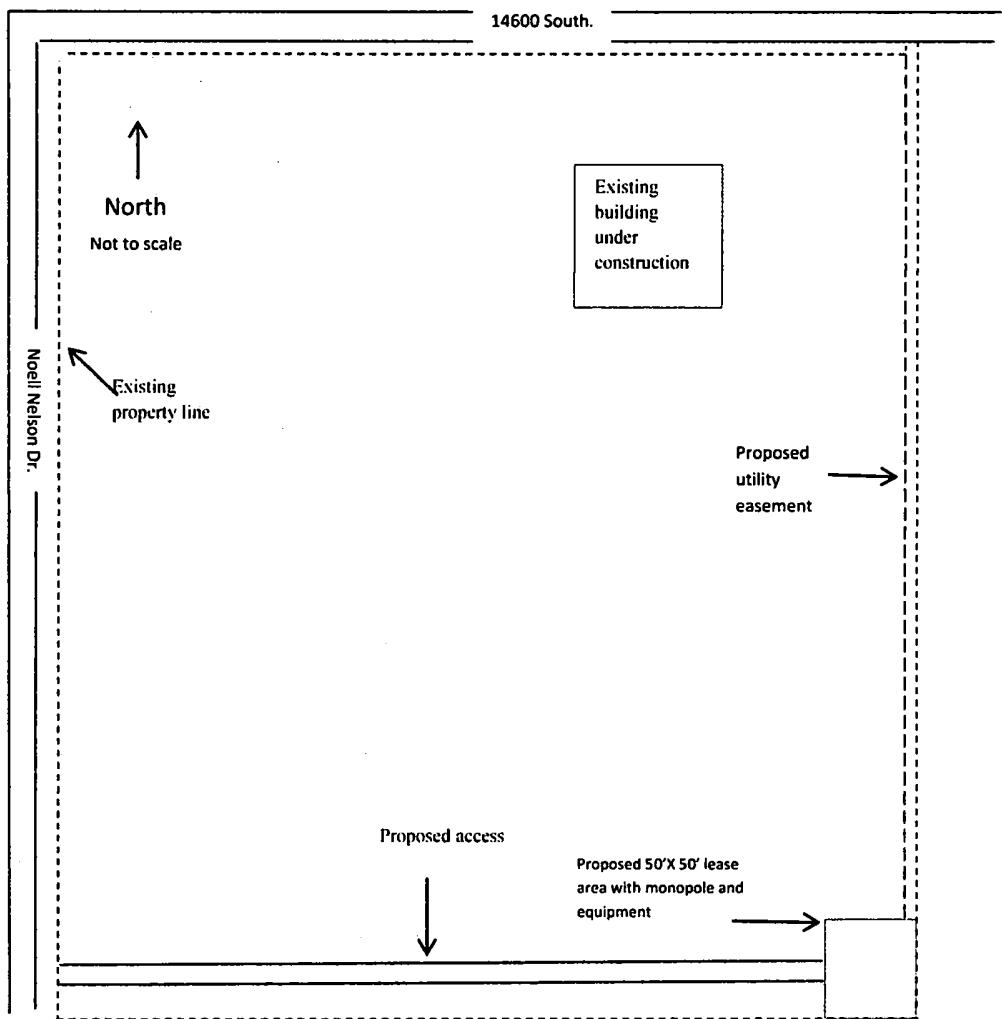
EXHIBIT 1

DESCRIPTION OF LEASED PREMISES

Page 1 of 1

to the Option and Land Lease Agreement dated _____, 201____, by and between Big Rock Properties LLC, as Lessor, and Telecom and Development Services, Inc., as Lessee.

The Leased Premises are described and/or depicted as follows:



Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Leased Premises once received by Lessee.
2. Any setback of the Leased Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

EXHIBIT 2

The Property is described and depicted as follows:

Address:
985 West 14600 South
Bluffdale, Utah 84065

Parcel Number: 33-11-400-033

Legal Description:

Parcel 1:
Beginning at a point which is West 2227.23 feet from the East quarter corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running thence South 00°05'10" West 541.05 feet (540.247 feet by deed); thence South 89°36'28" West 409.59 feet; thence North 00°59'54" East 499.60 feet (498.89 feet by deed); thence North 84°12'50" East 142.07 feet (143.4 feet by deed), thence North 30.00 feet; thence East 260.35 feet (260.353 feet by deed) to the point of beginning.

Parcel 1A:
A 50 foot private right of way described as follows:
Beginning at a point which is West 2512.45 feet and South 32.52 feet from the East quarter corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 49°13'42" West 155.87 feet; thence South 00°59'54" West 1276.67 feet; thence North 89°00'06" West 50.00 feet; thence North 00°59'54" East 1299.03 feet; thence North 49°13'42" East 106.84 feet; thence North 84°12'50" East 87.18 feet to the point of beginning.

Note:

This Exhibit may be supplemented or replaced by full legal description based upon a land survey of the Property once a land survey is received by Tenant.

TELECOM AND DEVELOPMENT SERVICES, INC. ACKNOWLEDGEMENT

STATE OF UTAH

)

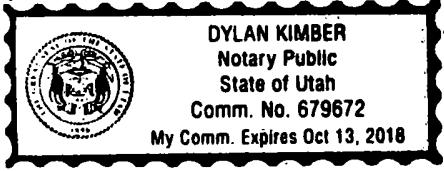
COUNTY OF SALT LAKE

)ss.

)

The foregoing instrument was acknowledged before me this 28 day of July 2016, by DONALD
SHIVELEY, the PRESIDENT of Telecom and Development Services, Inc.

Notary Seal



(Signature of Notary)

My Commission Expires: 10/13/2018

UTAH LESSOR REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF UTAH)

COUNTY OF Salt Lake)

)
ss.
)

On this 30th day of June 2016, before me, the subscriber, a Notary Public in and for said State and County, personally appeared K Torrey Anderson, the VP of Big Rock Properties, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company. Witness my hand and official seal.

Notary Seal



KENNETH THERON ANDERSON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 679928
COMM. EXP. 10-26-2018



(Signature of Notary)

UTAH LESSOR REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF UTAH)

COUNTY OF Salt Lake)

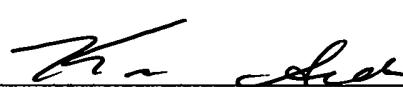
)
ss.
)

On this 30th day of June 2016, before me, the subscriber, a Notary Public in and for said State and County, personally appeared L Wayne Anderson, the President of Big Rock Properties, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company. Witness my hand and official seal.

Notary Seal



KENNETH THERON ANDERSON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 679928
COMM. EXP. 10-26-2018



(Signature of Notary)