

**FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:**

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Bellevue, WA 98004-5149

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08/14/2017 11:49 AM \$22.00
Book - 10587 Pg - 8234-8240
JULIE DOLE
RECORDER, SALT LAKE COUNTY, UTAH
DAVIS WRIGHT TREMAINE LLP
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BELLEVUE WA 98004-5149
BY: DKA, DEPUTY - MA 7 P.

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Amended and Restated Memorandum of Lease and Access Agreement

Lessor: Kennecott Utah Copper LLC

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

Legal Description: County of Salt Lake, State of Utah
Official Legal Description attached as Exhibit "A"

Assessor's Tax Parcel ID#: 13-09-400-001

Reference #: Memorandum of Lease and Access Agreement recorded under
Instrument No. 1729022

Site Reference: SAL KENNECOTT

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
Verizon Wireless
Attn: Network Real Estate – Mountain Region
9656 S. Prosperity Road
West Jordan, Utah 84088

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Amended and Restated Memorandum of
Lease and Access Agreement

Lessor: Kennecott Utah Copper LLC

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

Legal Description: County of Salt Lake, State of Utah
Official legal description as Exhibit A

Assessor's Tax Parcel ID#: 13-09-400-001

Reference # (if applicable): Original Memorandum of Lease and Access Agreement
recorded under Instrument No. 1729022, Salt Lake County,
Utah Recorder's Office

**AMENDED AND RESTATED MEMORANDUM OF
LEASE AND ACCESS AGREEMENT**

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE AND ACCESS AGREEMENT (this "**Memorandum**") evidences that a Lease and Access Agreement (the "**Lease**") with an effective date of September 3, 2013, by and between Kennecott Utah Copper LLC ("**Lessor**"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("**Lessee**"), which Lease replaces and supersedes in its entirety that certain Lease and Access Agreement between Lessor and Lessee, dated May 7, 1993, as amended, for a portion of certain real property located at State Highway U.T. 202 and South of Interstate Eighty (I-80), in the County of Salt Lake, State of Utah, within the property of Lessor which is described in Exhibit "A" attached hereto ("**Lessor Property**"), together with a right of access and to install and maintain utilities for an initial term of ten (10) years commencing as provided for in the Lease, which term is subject to Lessee's rights to extend the term of the Lease as provided in the Lease. The portion of the Lessor Property leased by Lessee (the "**Leased Premises**") is generally depicted on Exhibit "B" attached hereto.

Lessor and Lessee have entered into that certain First Amendment to Lease and Access Agreement dated as of March 22, 2017 (the "First Amendment") which First Amendment provides for a second easement area, as depicted on Exhibit "B" attached hereto. All rights of access and utilities granted to Lessee shall automatically terminate, without the necessity of the execution of any further document or instrument, upon the date of the expiration or earlier termination of the Lease

This Memorandum shall automatically terminate, without the necessity of the execution of any further document or instrument, upon the date of the expiration or earlier termination of the Lease. Although this Memorandum shall automatically terminate as set forth in the preceding sentence, Lessee shall execute and acknowledge a quit-claim deed or other appropriate instrument in favor of Lessor, in a form reasonably acceptable to Lessor, evidencing the expiration or earlier termination of the Lease.

This Memorandum as amended by the First Amendment does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease, and this Memorandum as amended by the First Amendment shall not be used in interpreting the terms, conditions or covenants of the Lease. This Memorandum as amended by the First Amendment is prepared for the purposes of recording a notification as to the existence of the Lease as amended by the First Amendment. In the event of any conflict between this Memorandum as amended by the First Amendment and the Lease, the Lease shall control.

This Memorandum may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Amended and Restated Memorandum of Lease and Access Agreement as of the dates set forth below to be effective as of the date of the First Amendment.

LESSOR: Kennecott Utah Copper LLC,
a Utah limited liability company

Date: March 22, 2017

Approved as to form
RTKC LEGAL DEPARTMENT

By: [Signature]
George J. Stewart
Chief Counsel - US

Date: 3/20/2017

By: [Signature]
Print Name: SON BRANNAN
Title: GM FINANCE

LESSEE: Verizon Wireless (VAW) LLC,
a Delaware limited liability company d/b/a Verizon Wireless

Date: 1/10, 2017

By: [Signature]
Print Name: Rick Goldschmidt
Title: _____

Director Network Field Engineering

Exhibit A – Legal Description of Lessor Property
Exhibit B – Depiction of Leased Premises

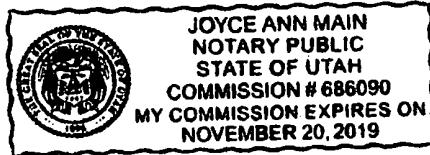
LESSOR ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 22 day of March, 2017, by Jon Brennan in his/her capacity as GM-Finance of Kennecott Utah Copper LLC, a Utah limited liability company.

Joyce Ann Main
NOTARY PUBLIC
Residing at: _____

My Commission Expires:
November 20, 2019



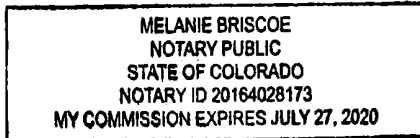
LESSEE ACKNOWLEDGMENT

STATE OF Colorado)
 : ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 10th day of January, 2017, by Rick Goldschmidt in his/her capacity as Dir Network Fed Eng of Verizon Wireless (VAW) LLC a Delaware limited liability company d/b/a Verizon Wireless.

Melanie Briscoe
NOTARY PUBLIC
Residing at: _____

My Commission Expires:
July 27, 2020



**EXHIBIT A
TO AMENDED AND RESTATED MEMORANDUM OF
LEASE AND ACCESS AGREEMENT**

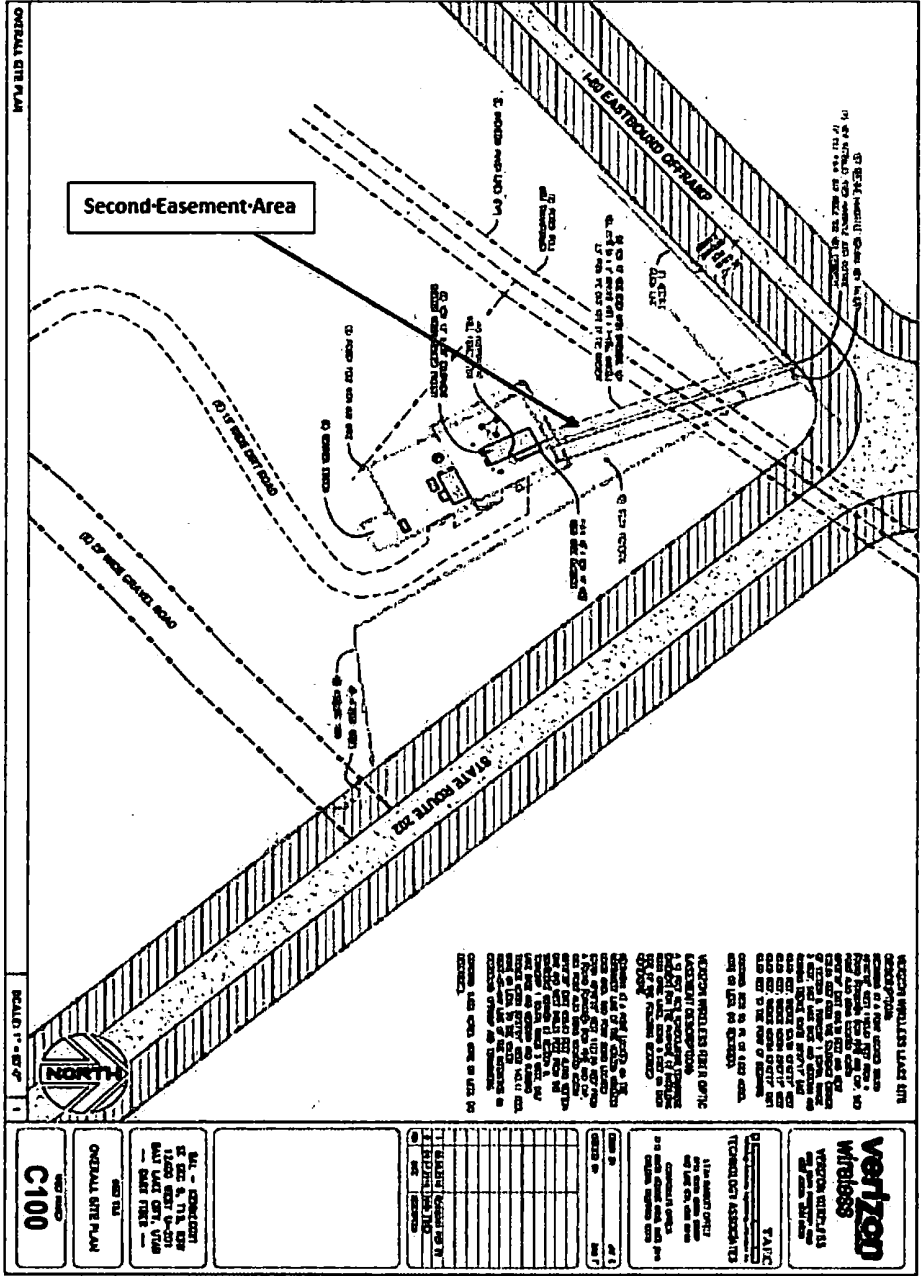
LEGAL DESCRIPTION OF LESSOR PROPERTY

All of the following described real property situated in Township 1 South, Range 3 West, Salt Lake Base and Meridian, that part of Section 9 described as follows: That part of the South half of said Section 9 lying West of the County Road right of way known as the Garfield cut-off and East of Interstate Highway No. 80. Being a portion of Government Lot 2.

Tax ID No: 13-09-400-001

**EXHIBIT B
TO AMENDED AND RESTATED MEMORANDUM OF
LEASE AND ACCESS AGREEMENT**

DEPICTION OF LEASED PREMISES



Handwritten initials or mark