

WHEN RECORDED RETURN TO:

Crown Castle Towers 06-2 LLC
c/o Post Closing – Recording
1220 Augusta Drive
Houston, TX 77057

Prepared by:
Lake & Cobb, PLC
1095 W. Rio Salado Pkwy, Suite 206
Tempe, AZ 85281

13663775
5/14/2021 11:46:00 AM \$40.00
Book - 11174 Pg - 5986-5990
RASHELLE HOBBS
Recorder, Salt Lake County, UT
JONES WALDO HOLBROOK MCDONOUGH
BY: eCASH, DEPUTY - EF 5 P.

Space above this line for Recorder's Use

A.P.N. 15-10-304-005-0000

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

This Memorandum of Option and Ground Lease Agreement is made effective this 2nd day of MARCH, 2021 by and between SPORTS COMPLEX AT RIVERBEND, LLC, a Utah limited liability company (hereinafter referred to as "Lessor") and CROWN CASTLE TOWERS 06-2 LLC, a Delaware limited liability company (hereinafter referred to as "Lessee").

RECITALS

Lessor and Lessee entered into that certain Option and Ground Lease Agreement dated as of MARCH 2, 2021 (the "Agreement"). Lessor and Lessee desire to execute this Memorandum for the purpose of placing third parties on record notice of a right and option created and granted to Lessee with respect to the property described herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the Recitals, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Pursuant to the Agreement, Lessee has the right and option ("Option"), exercisable at any time during the twelve (12) month period following the date of the Agreement ("Option Period"), to exercise such option in the manner set forth in the Agreement, which provides Lessee with an exclusive and irrevocable right to lease a portion of Lessor's property ("Lessor's Property"), described on **Exhibit "A"** attached hereto and made a part hereof for all purposes, consisting of approximately two thousand five hundred (2,500) square feet ("Leased Premises"), together with the following easements appurtenant to the Leased Premises: a thirty (30) feet wide access and utility easement extending from the Leased Premises to the nearest public right of way or public utility easement, as more particularly described in the Agreement.

2. If the Option is exercised, the initial term of the Lease shall extend for a period of five (5) years. The initial term will automatically extend for five (5) additional terms of five (5)

years each, unless Lessee elects not to extend the term in accordance with the terms of the Agreement.

3. The Agreement also grants Lessee has the exclusive right to construct, install and operate wireless communications facilities that emit radio frequencies on Lessor's Property. Lessor agrees that it will not permit the construction, installation or operation on Lessor's Property of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with Lessee's use of the Leased Premises for a wireless communications facility.

4. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Defined terms used in this Memorandum and not otherwise defined herein shall have the meanings given to such terms in the Agreement.

6. A copy of the Agreement is on file with Lessor and Lessee.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

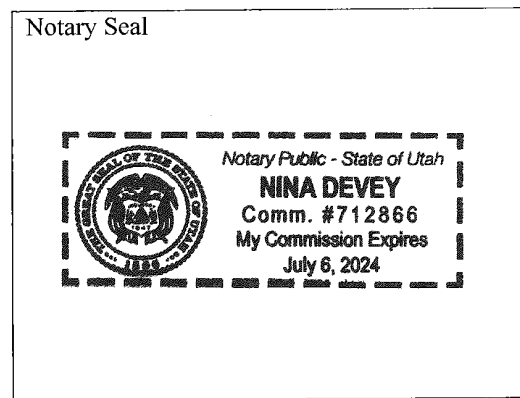
LESSOR:
SPORTS COMPLEX AT RIVERBEND, LLC,
a Utah limited liability company

By: [Signature]
Print Name: Jay Lawrence Call
Title: Manager

STATE OF Utah)
)ss.
COUNTY OF Salt Lake)

On this 24 day of February 2021, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Jay Lawrence Call, the Manager of SPORTS COMPLEX AT RIVERBEND, LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Option and Ground Lease Agreement, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



[Signature]
(Signature of Notary)

My Commission Expires: 7/6/2024

LESSEE:
CROWN CASTLE TOWERS 06-2 LLC, a
Delaware limited liability company

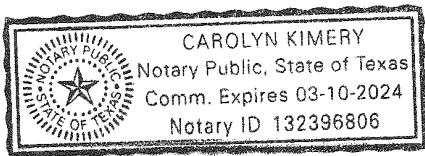
By: 
Print Name: Helen V. Smith
Title: Director National RE Ops

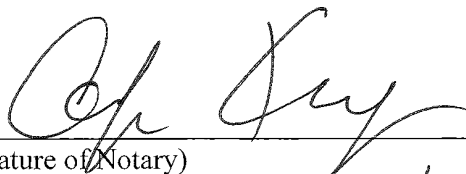
STATE OF Texas)
)ss.
COUNTY OF Harris)

On this 4 day of March 2021, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Helen V. Smith, the Director National RE Ops of CROWN CASTLE TOWERS 06-2 LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Option and Ground Lease Agreement, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal





(Signature of Notary)

My Commission Expires: 3/10/2024

EXHIBIT A
(Legal Description of Lessor's Property)

The following tract of land in Salt Lake County, State of UTAH:

Lot 12, RIVERBEND INDUSTRIAL PARK, less and except: Beginning at the Southeast corner of Lot 11, Riverbend Industrial Park; thence South 00 deg. 03'59" West 57 feet, more or less; thence North 90 deg. 00'00" West 365.69 feet, more or less; thence Northwesterly along a 25 foot radius curve to the right 3.94 feet (chord bears North 04 deg. 33'55" West 3.94 feet); thence North 00 deg. 02'47" West 52.78 feet, more or less; thence North 89 deg. 57'14" East 366.11 feet to beginning.