

WHEN RECORDED RETURN TO:

Crown Castle
Attn: Post-Closing Department
1220 Augusta Drive, Suite 600
Houston, TX 77057

E 3323690 B 7652 P 370-374
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/8/2020 9:50:00 AM
FEE \$40.00 Pgs: 5
DEP eCASH REC'D FOR CROWN CASTLE

Prepared by:
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1095 W. Rio Salado Pkwy, Suite 206
Tempe, AZ 85281

Space above this line for Recorder's Use

A.P.N. 09-047-0110

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

This Memorandum of Option and Ground Lease Agreement is made effective this 12 day of November, 2020 by and between SWEEP "N" UTAH, INC., a Utah corporation (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 November 12, 2020 (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 one (1) year 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 not exercised or terminated by Lessee during the Option Period, the Option shall be automatically extended for two (2) additional one (1) year periods, unless the Option is exercised or terminated by Lessee in accordance with the terms of the Agreement.

3. 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 nine (9) additional terms of five (5) years each, unless Lessee elects not to extend the term in accordance with the terms of the Agreement.

4. By the Agreement, Lessor granted to Lessee the right of first refusal to purchase all, or a portion, of the Lessor's Property on the following terms:

If, during the Option Period or the Lease Term, Lessor receives an offer to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Leased Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Agreement including rent or (vi) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's Property is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in Lessor's Property or Leased Premises or a perpetual easement for the Leased Premises. If the Lessor's Notice is for more than the Leased Premises and Lessee elects to purchase in fee or acquire a perpetual easement in only the Leased Premises, the terms and conditions of said acquisition shall be the same terms and conditions as in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

5. 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.

6. 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.

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

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

EXHIBIT A
(Legal Description of Lessor's Property)

The following tract of land in Davis County, State of Utah, to Wit:

Beginning 1382.04 feet East and 238.0 feet North and South $89^{\circ}17'59''$ East 441.74 feet to the East line of property conveyed in Warranty Deed recorded February 8, 2007, as Entry No. 2242870, in Book 4216, at Page 487 from the Southwest corner of Section 9, Township 4 North, Range 1 West, Salt Lake Meridian; thence North 392.12 feet to Boundary Line Agreement recorded in Book 3657, at Page 231; thence along said Agreement East 650.85 feet, more or less, to the West line of a certain street; thence South 390.75 feet along said West line of street; thence West 655.26 feet to the point of beginning.