

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Cory Greenleaf  
ATC Site No: 410048  
ATC Site Name: PRO Saratoga UT  
Assessor's Parcel No(s): 58:034:0813

**Prior Recorded Lease Reference:**

Document No: 10283:2025  
State of Utah  
County of Utah

**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, 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 (collectively, the "**Landlord**") and Celco Partnership d/b/a Verizon Wireless ("**Tenant**").

**WHEREAS**, Lessee, 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/or maintains, as applicable, the Leased Premises, all as more particularly described therein; and

**WHEREAS**, Tenant has 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; and

**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 Lessee (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated April 29, 2002 (as the same may have been amended 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 utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
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,

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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.** Lessee 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. **Expanded Lease Area.** The Landlord acknowledges that Tenant is exercising its Option (as defined in the Amendment) for the Expanded Lease Area (as defined in the Amendment). The Expanded Lease Area exercised by Tenant is approximately six hundred twenty-five (625) square feet in a location depicted on **Exhibit B** attached hereto.
6. **Right of First Refusal.** There is a right of first refusal in the Lease.
7. **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.
8. **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: 1126 West Fairfield Road, Saratoga Springs, UT 84045; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, and also with copy to: American Tower, 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.
9. **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.
10. **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.

11. **Trustee Authority of Mary Ellen Evans.** The undersigned Mary Ellen Evans, trustee of the **Mary Ellen Evans Revocable Trust, dated August 23, 2000** (the "**Mary Ellen Evans Trust**") hereby certifies as follows:

- a. I am the current trustee of the Mary Ellen Evans Trust; and
- b. The trustee of the Mary Ellen Evans 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; and
- c. There are no facts which constitute conditions precedent to acts by the trustee or which are in any other manner germane to the affairs of the Mary Ellen Evans Trust; and
- d. As of the date hereof, the Mary Ellen Evans Trust has not been amended, revoked, or terminated and is in full force and effect.

12. **Trustee Authority of Aaron D. Evans.** The undersigned Aaron D. Evans, Trustee of the **Aaron D. Evans Revocable Trust, dated August 23, 2000** (the "**Aaron Evans Trust**") hereby certifies as follows:

- a. I am the current trustees of the Aaron Evans Trust; and
- b. The trustee of the Aaron Evans 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; and
- c. There are no facts which constitute conditions precedent to acts by the trustee or which are in any other manner germane to the affairs of the Aaron Evans Trust; and
- d. As of the date hereof, the Aaron Evans Trust have not been amended, revoked, or terminated and is in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

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

**LANDLORD:**

**WITNESSES:**

Signature: [Signature]  
 Aaron D. Evans, Trustee of the Aaron D. Evans  
 Revocable Trust, dated August 23, 2000  
 Date: 16 July 15

Signature: [Signature]  
 Print Name: Renee Arnell  
 Signature: [Signature]  
 Print Name: Kevin D. Stone

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of UTAH

County of UTAH

On this 16 day of July, 2025, before me, the undersigned Notary Public, personally appeared **Aaron D. Evans, Trustee of the Aaron D. Evans Revocable Trust dated August 23, 2000**, 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.

[Signature]  
 Notary Public  
 Print Name: LUKE SHALA  
 My commission expires: MAY 3, 2028



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**LANDLORD:**

Signature: Mary Ellen Evans  
**Mary Ellen Evans, Trustee of the Mary Ellen Evans**  
**Revocable Trust, dated August 23, 2000**  
 Date: 16 July 2025

**WITNESSES:**

Signature: Renee Arnett  
 Print Name: Renee Arnett  
 Signature: Kevin D. Stone  
 Print Name: Kevin D. Stone

**WITNESS AND ACKNOWLEDGEMENT**

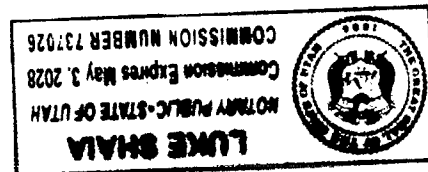
State/Commonwealth of UTAH

County of UTAH

On this 16 day of JULY, 2025, before me, the undersigned Notary Public, personally appeared **Mary Ellen Evans, Trustee of the Mary Ellen Evans Revocable Trust dated August 23, 2000**, 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.

Luke Shala  
 Notary Public  
 Print Name: LUKE SHALA  
 My commission expires: MAY 3, 2028



[SEAL]

**TENANT:**

**WITNESSES:**

**Cellco Partnership d/b/a Verizon Wireless**

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: [Signature]  
 Print Name: Richard P. Palermo  
 Title: Senior Counsel, US Tower  
 Date: 8/7/25

Signature: [Signature]  
 Print Name: Cony Greenleaf  
 Signature: [Signature]  
 Print Name: Eric O'Reilly

**WITNESS AND ACKNOWLEDGEMENT**

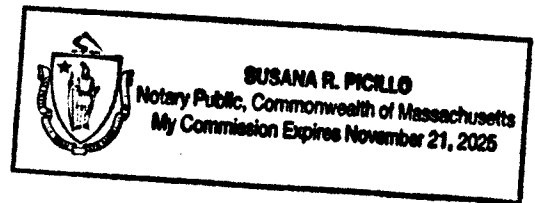
Commonwealth of Massachusetts

County of Middlesex

On this 7<sup>th</sup> day of August, 2025, before me, Susana R. Picillo  
 the undersigned Notary Public, personally appeared Richard P. Palermo, Senior Counsel  
 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.

Susana R. Picillo  
 Notary Public  
 Print Name: Susana R. Picillo  
 My commission expires: November 21, 2025



[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 below.

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN SARATOGA SPRINGS, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 4952:2006 IN THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER, SAID POINT BEING LOCATED S00°23'19"W ALONG THE SECTION LINE 1323.52 FEET FROM THE EAST 1/4 CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE ALONG SAID REAL PROPERTY THE FOLLOWING FIVE (5) COURSES: S01°18'32"W 593.80 FEET; THENCE S81°35'38"W 529.63 FEET; THENCE S52°38'22"W 80.12 FEET; THENCE N00°00'18"W 289.64 FEET; THENCE N57°12'50"E 159.47 FEET TO THE EASTERLY LINE OF THE UTAH POWER AS LIGHT COMPANY PROPERTY AS DEFINED BY SURVEY; THENCE N05°03'00"E ALONG SAID EASTERLY LINE 43.69 FEET;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT 149.37 FEET WITH A RADIUS OF 292.00 FEET THROUGH A CENTRAL ANGLE OF 29°18'30", CHORD: N53°32'27"E 147.74 FEET; THENCE N38°53'12"E 176.62 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 88.83 FEET WITH A RADIUS OF 292.00 FEET THROUGH A CENTRAL ANGLE OF 17°25'49", CHORD: N30°10'18"E 88.49 FEET; THENCE S89°30'51"E 189.12 FEET TO THE POINT OF BEGINNING.

PARCEL ID: 58:034:0822

THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO 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 FROM 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 IN QUIT CLAIM DEED DATED JUNE 3, 2021 AND RECORDED SEPTEMBER 19, 2024 AS INSTRUMENT NO. 64385:2024, IN UTAH COUNTY, UTAH. FURTHER CORRECTED IN RE-RECORDED QUITCLAIM DEED DATED JUNE 3, 2021 AND RECORDED APRIL 17, 2024 AS INSTRUMENT NO. 27567:2025, IN UTAH COUNTY, UTAH.

**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

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area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A PARCEL OF LAND LOCATED WITHIN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED INSTRUMENT NO. 27567:2025 IN THE RECORDS OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PROPERTY IN DEED INSTRUMENT NO. 27567:2025, WHICH BEARS N00°23'43"E, 1323.52 FEET ALONG THE EAST LINE OF SAID SE1/4 FROM THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE S00°23'43"W ALONG SAID EAST LINE, 74.40 FEET; THENCE N89°36'17"W ALONG A LINE PERPENDICULAR TO SAID EAST LINE, 25.01 FEET TO THE POINT OF BEGINNING; THENCE S82°50'38"W, 4.59 FEET; THENCE N89°08'31"W, 45.28 FEET; THENCE N00°00'51"W, 49.40 FEET; THENCE N89°33'14"E, 50.30 FEET; THENCE S00°31'49"W, 49.90 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL CALCULATED AREA OF 2,500.0 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

#### **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 (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A 20-FOOT WIDE STRIP OF LAND LOCATED WITHIN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED INSTRUMENT NO. 27567:2025 IN THE RECORDS OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PROPERTY IN DEED INSTRUMENT NO. 27567:2025, WHICH BEARS N00°23'43"E, 1323.52 FEET ALONG THE EAST LINE OF SAID SE1/4 FROM THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE S00°23'43"W ALONG SAID EAST LINE, 74.40 FEET; THENCE N89°36'17"W ALONG A LINE PERPENDICULAR TO SAID EAST LINE, 25.01 FEET; THENCE S82°50'38"W, 4.59 FEET; THENCE N89°08'31"W, 10.00 FEET TO THE POINT OF BEGINNING; THENCE S00°38'17"W, 512.58 FEET, MORE OR LESS, TO THE EDGE OF WEST FAIRFIELD ROAD AND THE POINT OF TERMINUS.

CONTAINING A TOTAL CALCULATED AREA OF 10,253.0 SQUARE FEET OR 0.235 ACRES, MORE OR LESS.

[END OF EXHIBIT A]



**EXHIBIT B**

DESCRIPTION, DESIGNATION AND/OR DEPICTION OF EXPANDED LEASE AREA

The square footage of the Expanded Lease Area shall be the greater of six hundred twenty-five (625) square feet or the legal description or depiction below (if any).

A PARCEL OF LAND LOCATED WITHIN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED INSTRUMENT NO. 27567:2025 IN THE RECORDS OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID PROPERTY IN DEED INSTRUMENT NO. 27567:2025, WHICH BEARS N00°23'43"E, 1323.52 FEET ALONG THE EAST LINE OF SAID SE1/4 FROM THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE S00°23'43"W ALONG SAID EAST LINE, 74.40 FEET; THENCE N89°36'17"W ALONG A LINE PERPENDICULAR TO SAID EAST LINE, 25.01 FEET; THENCE S82°50'38"W, 4.59 FEET; THENCE N89°08'31"W, 45.28 FEET TO THE POINT OF BEGINNING; THENCE S89°59'09"W, 25.00 FEET; THENCE N00°00'51"W, 25.00 FEET; THENCE N89°59'09"E, 25.00 FEET; THENCE S00°00'51"E, 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL CALCULATED AREA OF 625.0 SQUARE FEET OR 0.014 ACRES, MORE OR LESS.

[END OF EXHIBIT B]