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03/11/2022 01:40 PM By: salvarado Fees: \$40.00
LEASE- LEASE
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: AURO SOLUTIONS, LLC
42 SPRING ST STE 11NEWPORT, RI 028402979

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Emily Lacy, Esq.
ATC Site No: 410004
ATC Site Name: Salunion UT
Assessor's Parcel No(s): 22-31-429-033-0000

Prior Recorded Lease Reference:

Book: 7480, Page: 2992
Document No: 6445991
State of Utah
County of Salt Lake

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **EXTRA SPACE PROPERTIES NINETY FOUR LP LLC., a Delaware limited liability company** ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**").

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 Tenant (or its predecessor-in-interest) entered into that certain Building Option and Lease Agreement dated August 21, 1996 (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 public 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, 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 October 14, 2051. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any

Site No: 410004
VZW Site No: 100200
Site Name: Salunion UT
Landlord Store No: 0132

option to renew the term of the Lease.

4. **Leased Premises Description.** Tenant 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, with Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed, 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. **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.
6. **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: EXTRA SPACE PROPERTIES NINETY FOUR LP LLC, 2795 E. Cottonwood Pkwy #300, Salt Lake City, UT 84121; with copy to: Terabonne, Inc., P.O. Box 6257, Edmonds, WA 98026; 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, with copy to: 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.
7. **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.
8. **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.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

Site No: 410004
VZW Site No: 100200
Site Name: Salunion UT
Landlord Store No: 0132

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

LANDLORD

2 WITNESSES

EXTRA SPACE PROPERTIES NINETY FOUR LP LLC,
a Delaware limited liability company

Signature: [Signature]
Print Name: Gwyn McNeal
Title: Manager
Date: 12-16-21

Signature: [Signature]
Print Name: Sean Eaton
Signature: [Signature]
Print Name: Thomas Martin

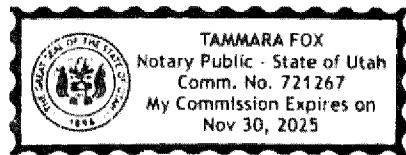
WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Utah
County of Salt Lake

On this 16 day of December, 2021, before me, the undersigned Notary Public, personally appeared Gwyn McNeal, 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.

Tammara Fox
Notary Public
Print Name: Tammara Fox
My commission expires: 11/30/25



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Site No: 410004
VZW Site No: 100200
Site Name: Salunion UT
Landlord Store No: 0132

TENANT

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company

Title: Attorney-in-Fact

Signature: *Carol Maxime*
Print Name: Carol Maxime

Title: _____

Date: Senior Counsel, US Tower
2/23/2022

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 23 day of February, 2022, before me, the undersigned Notary Public, personally appeared Carol Maxime, sr. 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.

Renata F. Santo
Notary Public
Print Name: Renata F. Santo
My commission expires: _____



Renata F. Santo
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
June 2, 2028

[SEAL]

Site No: 410004
VZW Site No: 100200
Site Name: Salunion UT
Landlord Store No: 0132

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right, with Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, 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.

PARCEL NO. 1:

BEGINNING 614.5 feet South and 53.0 feet West from the East Quarter Corner of Section 31, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence West 753.85 feet; thence South 47.12 feet; thence West 18.18 feet; thence South 113.38 feet; thence East 772.03 feet; thence North 160.5 feet to the point of BEGINNING.

PARCEL NO. 2:

BEGINNING 56 rods South and 50 rods West from the Northeast corner of the Southeast quarter of Section 31, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence North 149.0 feet; thence East 400.5 feet; thence South 149.0 feet; thence West 400.5 feet to the point of BEGINNING.

**The above described property also known by the street address of:
8308 South 700 East, Sandy, Utah 84070.**

LEASED PREMISES

Tenant shall have the right, with Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, 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 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).

Beginning at a point which is South 0°01'25" East 666.32 feet along the section line and South 89°58'43" West 456.77 feet and South 0°10'15" West 255.27 feet from the East Quarter corner of Section 31, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah and running thence North 89°58'29" West 9.00 feet; thence North 0°10'15" East 11.95 feet; thence South 89°58'29" East 9.00; thence South 0°10'15" West 11.95 feet to the point of beginning, containing 107 square feet.

Site No: 410004
VZW Site No: 100200
Site Name: Salunion UT
Landlord Store No: 0132

EXHIBIT A (continued)

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:

Beginning at a point which is South 0°01'25" East 666.32 feet along the Section line and South 89°58'43" West 53.00 feet from the East Quarter Corner of Section 31, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake county, Utah and running thence South 89°48'43" West 403.77 feet; thence South 0°10'15" West 255.27 feet; thence North 89°58'29" West 19.50 feet; thence North 0°10'15" East 275.25 feet; thence North 89°58'43" East 423.20 feet to the West line of 700 East street; thence South 0°01'25" East along said street to the point of beginning.

Power and Phone Easement - An Easement 5.0 feet wide and 2.5 feet on both sides of the below described centerline:

Beginning at an existing utility pole which point is South 0°01'25" East 621.93 feet along the section line and South 89°59'57" West 550.68 feet from the East Quarter corner of Section 31, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake

County, Utah and running thence North 89°59'57" East 83.94 feet; thence South 0°39'29" East 287.88 feet

ALSO

Beginning at a point which is South 0°01'25" East 621.93 feet along the section line and south 89°59'57" West 550.68 feet and North 89°59'57" East 83.94 feet from the East Quarter corner of Section 31, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah and running thence North 89°59'57" East 140.50 feet.

North 40°35'59.2"
West 111°52'25.9"
Elev. 4489.15

Site No: 410004
VZW Site No: 100200
Site Name: Salunion UT
Landlord Store No: 0132

EXHIBIT C

TO SECOND AMENDMENT TO BUILDING OPTION AND LEASE AGREEMENT

ESS ROOFTOP AND WORK ACTIVITIES POLICY



Extra Space Storage Wireless Tenant
Rooftop And Work Activities Policy



Extra Space Storage (ESS) in conjunction with the site management support of Terabonne, Inc. set forth the following policy and requirements intended to protect and repair ESS rooftops involving wireless site modifications. This policy outlines the requirements for wireless Tenant work to be performed at ESS locations.

1. ESS approval is limited to the plans which are submitted for our review. If there are any field changes that deviate from the submitted plans involving rooftop penetration, additional roof loading, additional space outside of the lease area, then this landlord authorization is not applicable to new changes.
2. Tenant is to take proactive steps to maintain the roof conditions and repair the roof if damages are caused by Tenant, employees, contractors, or agents. We ask our tenants to photo document the current condition of the roof before the work begins and after completion. Photos are to be uploaded to the ESS server (access tenant-provided to Tenants). ESS reserves the right to perform follow up roof inspection based on reviews of Tenant-provided photos of work completion. If ESS performs a rooftop inspection of the areas of work activities, Tenant will be required to reimburse ESS for the roof inspection invoice within 10 days of presentation.
3. ESS requires that roof mats be used to protect the roof during construction activities and that all debris be removed. Any items moved or disturbed from the roof must be restored to their previous locations and conditions. ESS site manager and/or contractor may occasionally visit the roof during work activities and if it is discovered that roof mats are not utilized in an appropriate manner and at the right locations, ESS reserves the right to stop the work immediately until the roof is properly protected during the work activities.
4. If it is discovered that roof damages resulting from Tenant's work require minor repairs then such repairs will be done by the inspector and reimbursed by Tenant. If damage may result in more than \$1,000 of repair, Tenant will be informed of the damage and Tenant will dispatch a roof repair vendor onsite to fix no later than 3 business days from discovery and notification. If Tenant fails to fix the damage after 3 days, ESS will hire a roofing repair contractor to conduct the repair and Tenant will reimburse ESS the repair invoice plus 20% administrative fee.
5. Tenant warrant that all work shall be done in high quality workman-like manner. All debris, garbage, sharp objects (screws), and construction remnants are to be removed from the site. The site is to be restored to the satisfaction of ESS. Any structural or surface disturbance such as wall mounts, roof penetration, concrete and asphalt cuts shall be warranted to be free of defects, adverse changes in performance and appearance for 24 months from the date of completion.
6. In Tenant site modification application form, please indicate whether heavy equipment would be brought to the ESS retail location during the work period. If Tenant intends to only utilize delivery vehicles to bring the equipment to location and exit ESS property upon delivery completion, then minimal supervision is required by ESS. However, if heavy equipment is brought to ESS location and remains at the location for an extended period of time exceeding 2 hours during store retail hours, ESS charges \$500 per day for such equipment. A Heavy Equipment Charge check can made out to Extra Space Storage ATTN: Thomas Morin @ Asset Management, 2795 E. Cottonwood Parkway, Ste 300, Salt Lake City, UT 84121. If you have questions regarding site equipment, please seek clarifications now because we would prefer not to disrupt work once it has started.
7. If you are agreeable to these terms, please acknowledge and incorporate/attach this Rooftop And Work Activities Policy letter in your approval request letter to ESS. ESS will approve a tenant-provided letter of authorization if this letter is attached to the such approval request.
8. Please note that ESS process is best applied to well-planned projects that do not require emergency approvals. In such circumstance, ESS provides expedited review for a fee as defined in the Site Modification Form.

Tenant applicant agrees to the ESS policy as stated above.

Signature: _____ Title: _____ Company: _____
Name: _____ Date: _____ Carrier: _____

November 2020 V6

Site No: 410004
VZW Site No: 100200
Site Name: Salunion UT
Landlord Store No: 0132