



W2657657

E# 2657657 PG 1 OF 7
ERNEST D. ROWLEY, WEBER COUNTY RECORDER
30-Sep-13 10:49 AM FEE \$23.00 DEP SC
REC FOR: LINEAR TITLE & CLOSING LTD.
ELECTRONICALLY RECORDED

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Anil J. Makhija, Esq.
ATC Site No: 310318
ATC Site Name: HUNTSVILLE – Clawson
Assessor's Parcel No(s): 21-008-0029

Prior Recorded Lease Reference:

Document No: 2376082
State of Utah
County of Weber

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the 10th day of September 2013 by and between Frank Wessman Clawson and Ruth E. Clawson, Trustees of the Frank W. and Ruth E. Clawson Family Trust U/A dated February 14, 2005 ("**Landlord**") and American Tower Asset Sub, LLC, a Delaware limited liability company ("**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 Communications Site Lease Agreement dated May 11, 1998 (as the same may have been amended, renewed, extended, restated, and/or modified 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 leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **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 7, 2058. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **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, 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

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limitation, amendments to this Memorandum and to the Lease.

4. **Right of First Refusal.** There is a right of first refusal in 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: 873 Eaglepointe Drive, North Salt Lake, UT 84054, To Tenant at: 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.
9. **Trustee Authority.** The undersigned Trustee(s) of the Frank W. and Ruth E. Clawson Family Trust U/ A dated February 14, 2005 (the "Trust") hereby certify(ies) as follows:
 - a. I/We am/are the sole Trustee(s) of the Trust;
 - b. The Trust has not been altered, amended or terminated and is in full force and effect;
 - c. No beneficiary of the Trust is a minor, mentally disable, or a corporation selling all or substantially all of its assets; and
 - d. All of the beneficiaries of the Trust have authorized the Trustee(s) to enter into the Amendment and execute this Memorandum.

[SIGNATURES FOLLOW ON NEXT PAGE]

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IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

LANDLORD

WITNESS

Frank W. and Ruth E. Clawson
Family Trust U/ A dated February 14, 2005

Signature: Frank W. Clawson
Print Name: Frank W. Clawson
Title: Trustee
Date: 7/30/2013

Signature: Natalie R. Ross
Print Name: Natalie R. Ross
Signature: Natalie R. Ross
Date: 7/30/13

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Utah

County of Salt Lake

On this 30 day of July, 2013, before me, the undersigned Notary Public, personally appeared Frank W. Clawson, personally known to me (or 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.

Michelle Wellington
Notary Public
Print Name: Michelle Wellington
My commission expires: 5/18/2014



[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

LANDLORD

WITNESS

Frank W. and Ruth E. Clawson
Family Trust U/ A dated February 14, 2005

Signature: Ruth E. Clawson
Print Name: Ruth E. Clawson
Title: Trustee
Date: 7/30/2013

Signature: Natalie R. Ross
Print Name: Natalie R. Ross

Signature: Natalie R. Ross
Date: 7/30/13

WITNESS AND ACKNOWLEDGEMENT

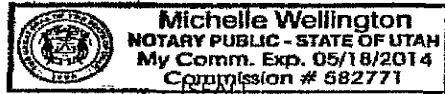
State/Commonwealth of Utah

County of Salt Lake

On this 30 day of July, 2013 before me, the undersigned Notary Public, personally appeared Ruth E. Clawson, personally known to me (or 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.

Michelle Wellington
Notary Public
Print Name: Michelle Wellington
My commission expires: 5/18/2014



TENANT

American Tower Asset Sub, LLC
a Delaware limited liability company

Signature: [Signature]
Print Name: Shawn Lanier
Title: Vice President Legal
Date: 9-16-2013

WITNESS

Signature: [Signature]
Print Name: Richard P. Palermo
Signature: [Signature]
Date: [Signature]

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 16th day of September, 2013, before me, the undersigned Notary Public, personally appeared Shawn Lanier, personally known to me (or 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: _____
My commission expires: 4/22/2016

[SEAL]

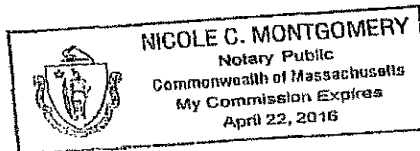


EXHIBIT A

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 part of the S.W. ¼ of Section 7, T. 6N., R. 2E., Salt Lake Meridian, U.S. Survey; Beginning at a point 150.7 feet East along the ¼ Section line from the Northwest Corner of the S.W. ¼ of said Section 7; thence East along said ¼ Section line 1852.18 feet; thence S. 1°04'E. 597 feet; thence S. 88°50' W. 300 feet; thence N. 1°04'W. 209 feet; thence S. 88°56' West 568 feet; thence S. 1°04'E. 92.64 feet; thence S. 88°51' W. 640.2 feet; thence N. 7°39' W. 150 feet; thence S. 88°51' W. 290.4 feet to the East Right-of-Way line of Road; thence N. 7°39' W. 320.0 feet to the point of beginning. Containing 18.439 Acres.

AND BEING the same property conveyed to Frank W. Clawson and Ruth E. Clawson, Trustees (and their Successors in Trust), The Frank W. and Ruth E. Clawson Family Trust U/A dated February 14, 2005 from Frank Wessman Clawson and Ruth H. Clawson by Warranty Deed dated March 09, 2005 and recorded October 26, 2006 in Instrument No. 2217565.

Tax Parcel No. 21-008-0029

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) 3,320 square feet; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below.

Beginning at a point North 90°00'00" West 807.88 feet and North 0°00'00" East 2543.90 feet from the South Quarter Corner of Section 7, Township 6 North, Range 2 East Salt Lake Base and Meridian; and running thence North 00°54'52" West and 75.00 feet; thence South 89°05'08" West 40.00 feet; thence South 00°54'52" East 75.00 feet; thence North 89°05'08" East 40.00 feet to the point of beginning. Contains 0.069 Acres (as described)

Including an additional 320 square feet as described below:

The real property located at Huntsville, County of Weber, State of Utah, also known as the: Beginning at a point 807.88 feet North 90°00'00" West and 2543.90 feet North 0°00'00" East from the South Quarter Corner of Section 7, Township 6 North, Range 2 East Salt Lake Base and Meridian, and running thence South 00°54'52" East and 8.00 feet; thence South 89°05'08" West 40.00 feet; thence North 00°54'52" West 8.00 feet; thence North 89°05'08" East 40.00 feet to the point of beginning. Contains 320 Square Feet (as described)

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EXHIBIT A (continued)**ACCESS AND UTILITIES**

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

Beginning at a point North 90°00'00" West 809.08 feet and North 0°00'00" East 2818.89 feet from the South Quarter Corner of Section 7, Township 6 North, Range 2 East Salt Lake Base and Meridian, and running thence North 89°05'08" East 6.00 feet to a point on a 20.00 foot radius to the right; thence along the arc of said curve 31.42 feet, chord bears South 46°54'52" East 28.28 feet; thence South 0°54'52" East 68.00 feet to a point on a 20.00 foot radius curve to the right; thence along the arc of said curve 31.42 feet, chord bears South 44°05'08" West 28.28 feet; thence South 89°05'08" West 134.98 feet to a point on a 60.00 foot radius curve to the right; thence along the arc of said curve 94.25 feet, chord bears North 45°54'52" West 84.85 feet; thence North 0°54'52" West 8.00 feet to a point on a 20.00 foot radius curve to the left; thence along the arc of said curve 31.42 feet, chord bears North 45°54'52" West 28.28 feet; thence South 89°05'08" West 911.20 feet; thence North 0°00'00" East 20.01 feet; thence South 89°05'08" West 76.82 feet; thence South 83°18'19" West 347.37 feet to the east right of way line of a public street known as 7100 East; thence North 8°41'41" West 20.00 feet; thence North 83°18'19" East 348.37 feet; thence North 89°05'08" East 103.03 feet; thence South 0°00'00" East 20.01 feet; thence North 89°05'08" East 886.00 feet to a point on a 40.00 foot radius curve to the right; thence along the arc of said curve 62.83 feet, chord bears South 45°54'52" East 56.57 feet; thence South 0°54'52" East 8.00 feet to a point on a 40.00 foot radius curve to the left; thence along the arc of said curve 62.83 feet, chord bears South 45°54'52" East 56.57 feet; thence North 89°05'08" East 134.98 feet; thence North 0°54'52" West 68.00 feet; thence South 89°05'08" West 5.00 feet; thence North 0°54'52" West 20.00 feet to the point of beginning. Containing 34,764 Square Feet or 0.80 Acres more or less.

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