

FILED FOR RECORD AT REQUEST OF  
AND WHEN RECORDED RETURN TO:

Verizon Wireless  
Attn: Network Real Estate-Mtn Region  
9656 S. Prosperity Road  
West Jordan, UT 84088

ENT 63398:2008 PG 1 of 9  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2008 May 30 2:33 pm FEE 26.00 BY CS  
RECORDED FOR DAVIS WRIGHT TREMAINS LL

M  
↓  
Davis Wright Tremaine  
777 108th Avenue NE  
Ste 2300  
Bellevue, wa 98004

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Space above this line is for Recorder's use.

### Memorandum of Land Lease Agreement

Grantor: Kelly D. Cox and Mary K. Cox, husband and wife as joint tenants

Grantee: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Legal Description: Utah County, State of Utah  
Official legal description as Exhibit A

Assessor's Tax Parcel ID#: 39-157-0004

Reference # (if applicable): N/A

## MEMORANDUM OF LAND LEASE AGREEMENT

This Memorandum of Land Lease Agreement is made this 25<sup>th</sup> day of April, 2008, between Kelly D. Cox and Mary K. Cox, husband and wife as joint tenants, with a mailing address of 234 North 2420 West, Provo, Utah 84601, hereinafter collectively referred to as "LESSOR", and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as "LESSEE". LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on April 25, 2008 for an initial term of five (5) years, commencing on the Commencement Date. The Land Lease Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. If at the end of the fourth (4th) five (5) year extension term the Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term.
2. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the "Property"), located at 2002 West Center Street, Provo, County of Utah, State of Utah 84601, and being described as a 18' x 42' foot parcel containing 756 square feet, as shown on Exhibit "A" attached hereto and made a part hereof, together with the non-exclusive right for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a right-of-way extending from the nearest public right-of-way, Center Street, to the demised premises. The demised premises and right-of-way are hereinafter collectively referred to as the "Premises". The Premises are described in Exhibit A attached hereto and made a part hereof. In the event any public utility is unable to use the aforementioned right-of-way, LESSOR has agreed to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.
3. The Commencement Date of the Agreement, of which this is a Memorandum, is upon the date LESSEE commences installation of the equipment on the Premises. In the event the date LESSEE commences installation of the equipment on the Premises falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if the date installation commences falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month (either the "Commencement Date").

4. LESSEE has the right of first refusal to purchase the Premises during the initial term and all renewal terms of the Agreement.

5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

**LESSOR:** Kelly D. Cox and Mary K. Cox,  
husband and wife as joint tenants

By: Kelly D. Cox  
Name: Kelly D. Cox  
Date: 2-26-08

By: Mary K Cox  
Name: Mary K. Cox  
Date: 2-26-08

**LESSEE:** Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless

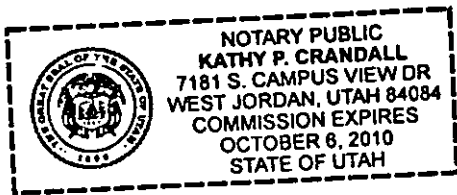
By: Keith A. Surratt  
Name: Keith A. Surratt  
Title: West Area Vice President - Network  
Date: 4/25/08

LESSOR ACKNOWLEDGMENT

STATE OF ut )  
COUNTY OF ut ) ss.

On this 26 day of Feb, 2008 before me, a Notary Public in and for the State of ut, personally appeared Kelly D. Cox, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be His free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

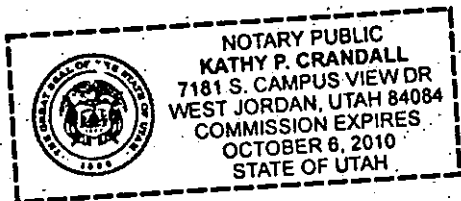


Kathy P Crandall  
NOTARY PUBLIC in and for the State of ut  
residing at Prsvs, ut  
My appointment expires 10-06-2010  
Print Name Kathy P. Crandall

STATE OF ut )  
COUNTY OF ut ) ss.

On this 26 day of Feb, 2008 before me, a Notary Public in and for the State of ut, personally appeared Mary K. Cox, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be Her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Kathy P Crandall  
NOTARY PUBLIC in and for the State of ut  
residing at Prsvs, ut  
My appointment expires 10-06-2010  
Print Name Kathy P Crandall

LESSEE ACKNOWLEDGMENT

STATE OF ARIZONA )  
 ) SS.  
COUNTY OF MARICOPA )

On this 25<sup>th</sup> day of April, 2008, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared Keith A. Surratt to me known to be an authorized representative of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, the limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Kristi L Lee  
Print or Type Name: Kristi L Lee  
Notary Public in and for the State of AZ,  
residing at Maricopa County  
My appointment expires: 6/14/2010

**EXHIBIT A**  
**1 of 2**  
**LEGAL DESCRIPTION**

*See Attached.*

**Exhibit "A"**  
**(Legal Descriptions)**

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**PARCEL DESCRIPTION:**

LOT 4, PLAT A, FORT UTAH CENTER SUBDIVISION, IN THE CITY OF PROVO,  
COUNTY OF UTAH, STATE OF UTAH, ACCORDING TO THE OFFICIAL PLAT  
THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF SAID COUNTY.

THE FOLLOWING IS SHOWN FOR INFORMATION PURPOSES ONLY: 39:157:0004

EXHIBIT A

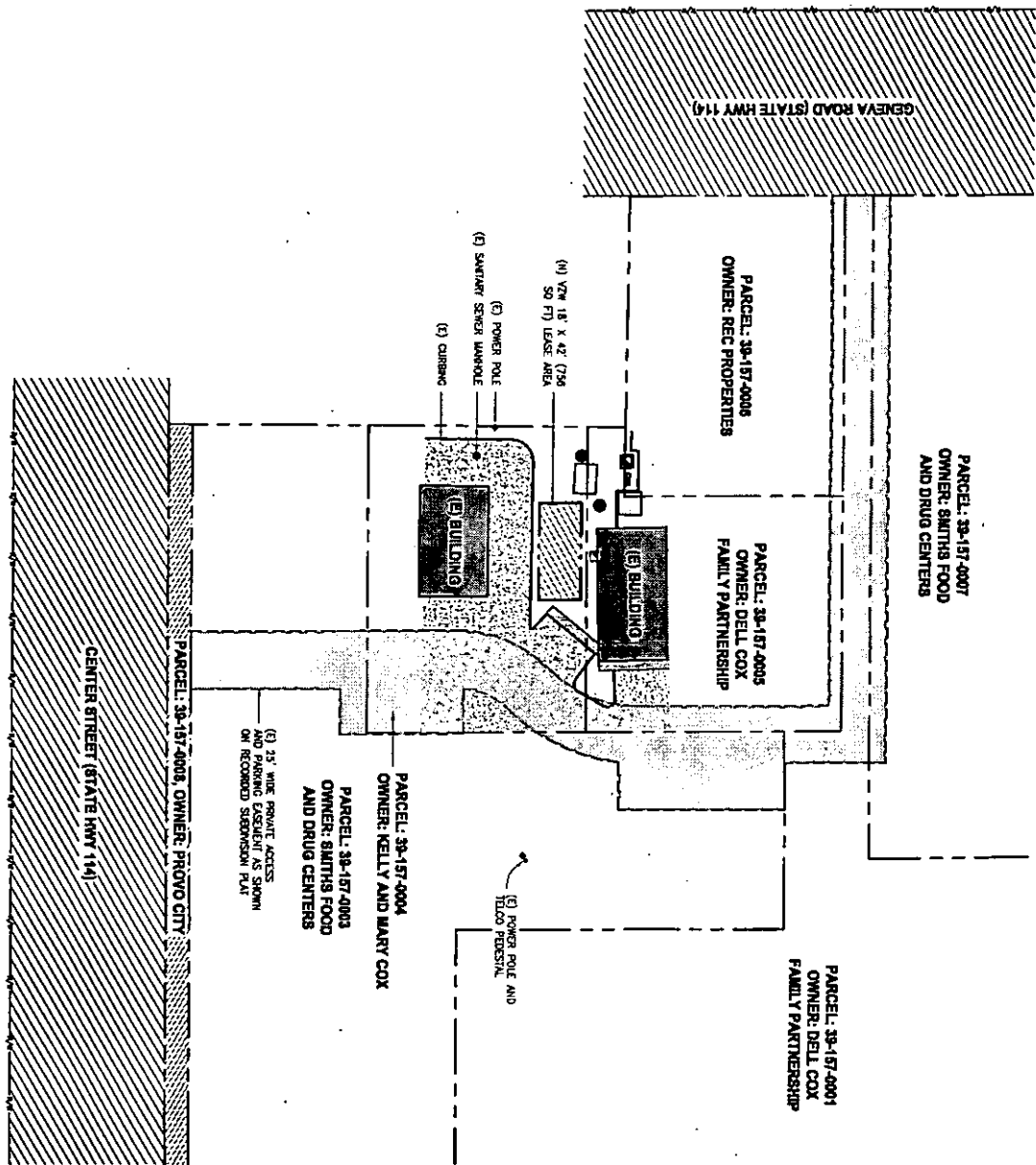
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**DESCRIPTION OF THE PREMISES  
AND INGRESS/EGRESS AND UTILITY EASEMENT**

*See Attached.*



OVERALL SITE PLAN



SCALE: 1" = 50'-0"

1

**verizon**  
wireless

VERIZON WIRELESS  
604 SOUTH PINEBLAKE ROAD  
SALT LAKE CITY, UTAH 84115

**TAIC**  
Technology Associates International Corporation

UTAH MARKET OFFICE  
300 WEST LAMARLE DRIVE  
SALT LAKE CITY, UTAH 84115

NORTHWEST REGIONAL OFFICE  
4001 SW WATSON ROAD, SUITE 300  
LAKE OSWEGO, OREGON 97033

PREPARED BY:  
**MILLER ASSOCIATES INC.**  
2225 V. CALIFORNIA AVE. SUITE 101  
SALT LAKE CITY, UTAH 84119  
PHONE: 801-472-1083  
FAX: 801-472-1081

PROJECT NO. 07123  
DRAWN BY: JWC  
CHECKED BY: PETS  
DATE: 12-13-07

REV	DATE	DESCRIPTION
0	12-13-07	ISSUE DRAWINGS

PROJ - FORT  
SW SEC 2, T7S, R2E  
2002 WEST CENTER ST  
PROVO, UTAH 84601  
RAWLAND SITE

SHEET NUMBER  
**A100**

OVERALL SITE PLAN