

WHEN RECORDED RETURN TO:

Crown Castle
1220 Augusta Drive, Suite 500
Houston, TX 77057

Prepared by:
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Tempe, AZ 85281

Space above this line for Recorder's Use

A.P.N. 11-033-0010

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

This Memorandum of Option and Ground Lease Agreement is made effective this 9th day of September, 2019 by and between DEBORAH JEAN KUKAL, or her successor or successors in trust, successor trustee of "The Dan K. Cutrubus Family Trust" dated February 3, 2014 (hereinafter referred to as "Lessor") and CCATT 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 September 9, 2019 (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 ten (10) 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 four hundred (400) square feet ("Leased Premises"), together with the following easements appurtenant to the Leased Premises: a twelve (12) 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 exercised, the initial term of the Lease shall extend for a period of five (5) years. The initial term will automatically extend for two (2) additional terms of five (5) years each, unless Lessee elects not to extend the term in accordance with the terms of the Agreement.

3. 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 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 Lease 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 of which the Premises is a part ("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 Premises or a perpetual easement for the Premises. If the Lessor's Notice is for more than the Premises and Lessee elects to purchase in fee or acquire a perpetual easement in only the 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 Lease Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

4. 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.

5. 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.

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

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

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor and Lessee have caused this Memorandum to be duly executed on the day and year first written above.

LESSOR:

DEBORAH JEAN KUKAL, or her successor or successors in trust, successor trustee of "The Dan K. Cutrubes Family Trust" dated February 3, 2014

Deborah Jean Kukal
SUCCESSOR IN TRUSTEE
By: *Dan K. Cutrubes*

Print Name: *Deborah Kukal Trust*

Title: _____

STATE OF *Utah*)
COUNTY OF *Weber*)ss.
)

On this *29* day of *August* 2019, before me, the subscriber, a Notary Public in and for said State and County, personally appeared DEBORAH JEAN KUKAL, known or identified to me to be the person whose name is subscribed to the within instrument, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal



Sharee Hancock

(Signature of Notary)

My Commission Expires: *04/01/2021*

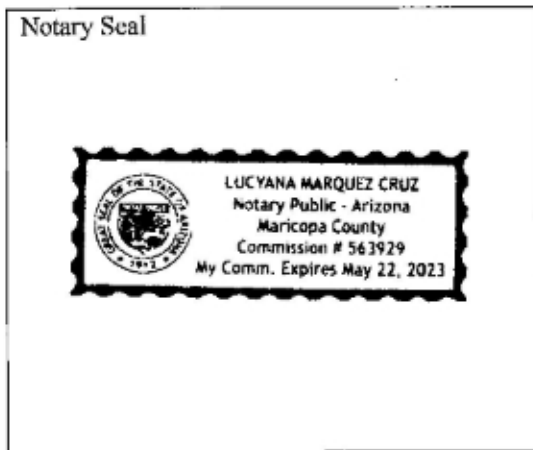
LESSEE:
CCATT LLC, a Delaware limited liability company

By: [Signature]
Print Name: Matthew Rohrbach
Title: Real Estate Manager

STATE OF Arizona)
)ss.
COUNTY OF Maricopa)

On this 9th day of September 2019, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Matthew Rohrbach, the Real Estate Manager of CCATT LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Option, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hercunto set my hand and affixed my seal in said State and County on the day and year last above written.



[Signature]
(Signature of Notary)
My Commission Expires: May 22, 2023

EXHIBIT A
(Legal Description of Lessor's Property)

BEING a portion of the same property which Dan K. Cutrubus conveyed to Deborah Jean Kukal, or her successor or successors in trust, successor trustee of "The Dan K. Cutrubus Family Trust" dated February 3, 2014, by deed recorded on April 22, 2014 at Entry No. 2799937 in Book 6002, Page 519, and by corrective deed recorded on September 11, 2015 at Entry No. 2892364 in Book 6349, Pages 23-24 in the Office of the Davis County Recorder, Utah, and more particularly described as follows:

SITUATED IN THE COUNTY OF DAVIS, STATE OF UTAH:

BEGINNING ON THE EASTERLY LINE OF A HIGHWAY, 110.00 FEET PERPENDICULARLY DISTANT FROM THE CENTER LINE THEREOF, AT A POINT NORTH 0°12'30" EAST 1402.48 FEET ALONG THE SECTION LINE AND EAST 284.5 FEET, MORE OR LESS, FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, AND RUNNING THENCE NORTHERLY 200.0 FEET ALONG THE ARC OF A 2401.83 FOOT RADIUS CURVE TO THE LEFT ALONG SAID HIGHWAY; THENCE EAST 415.0 FEET; THENCE SOUTHERLY 200.0 FEET ALONG THE ARC OF A 2401.83 FOOT RADIUS CURVE TO THE RIGHT, PARALLEL TO THE EAST LINE OF SAID HIGHWAY; THENCE WEST 415.0 FEET TO THE POINT OF BEGINNING.