

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801

Attn: Land Management/Patricia Barnaby, Esq.

ATC Site No: 410060

ATC Site Name: Vision UT

Assessor's Parcel No: 00-0020-0001

State of Utah

County of Wasatch

**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into on the 16<sup>th</sup> day of December, 2015 by and between **LD Acquisition Company 12 LLC**, a Delaware limited liability company ("**Landlord**") and **Wasatch Utah RSA No. 2 Limited 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 holder of an easement affecting that 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 Land Lease Agreement dated January 7, 2003 (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. 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 April 30, 2109. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any

Site No:410060  
Site Name: Vision UT  
LD Site: TC132472

option to renew the term of the Lease.

4. **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.
5. **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: c/o Landmark Dividend, Attn: Servicing, P.O. Box 3429, El Segundo, CA 90245; To Tenant at: Wasatch Utah RSA No. 2 Limited Partnership, 180 Washington Valley Road, Bedminster, NJ 07921, Attn. Network Real Estate; and also with copy to: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, and also 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. 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.
6. **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.
7. **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 FOLLOW ON NEXT PAGE]

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

LANDLORD

WITNESS

LD ACQUISITION COMPANY 12 LLC,  
a Delaware limited liability company

Signature: [Signature]  
Print Name: Dan Parsons  
Title: Executive Vice President of Operations  
Date: 11/25/15

Signature: [Signature]  
Print Name: VIRGINIA DELA CRUZ-GRAU  
Signature: [Signature]  
Print Name: KAMITAFF EDWARDS

Approved as to form [Signature]

Landmark Dividend LLC Legal Department ALL CAPACITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

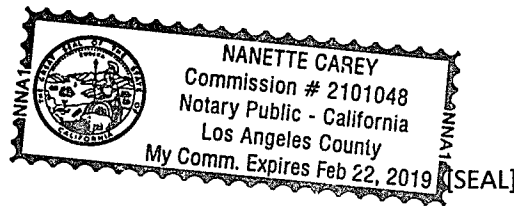
County of Los Angeles

On 11/25/15, before me, Nanette Carey, a Notary Public, personally appeared Dan Parsons, 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 behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature of officer Notary Public



[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT

WITNESS

Wasatch Utah RSA No. 2 Limited Partnership  
d/b/a Verizon Wireless

By: ATC Sequoia LLC,  
a Delaware limited liability company  
Title: Attorney-in-Fact

Signature: [Handwritten Signature]  
Print Name: Edward P. Maggio, Jr.  
Title: Senior Counsel, US Tower  
Date: 12/16/15

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 16<sup>th</sup> day of December, 2015, before me, the undersigned Notary Public, personally appeared Edward P. Maggio, Jr., 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.

[Handwritten Signature]  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: 4/22/2016

[SEAL]



**NICOLE C. MONTGOMERY**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
April 22, 2016

**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 Owner's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

**The S.W. ¼ of the N.W. ¼ Section 19 T.5 S. R. 4E. Salt Lake Base & Meridian.**

**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.*

**Real Property situate in the County of Wasatch, State of Utah, described as follows:  
That portion of the Southwest quarter of the Northwest quarter, Section 19, Township 5 South, Range 4 East, Salt Lake Base and Meridian being more particularly described as follows:**

**Lease Parcel Description**

√ **A parcel of land being part of an entire tract conveyed to Steven H. and Connie H. Ault by Quit Claim Deed dated June 23, 2000, recorded as Entry No.00225189 in Book 466 at Page 509 of the Official Records of the Wasatch County Recorder and situate in Lot 2 in the Northwest Quarter of Section 19, Township 5 South, Range 4 East, of the Salt Lake Base and Meridian. The boundaries of said parcel are described as follows:**

· **Beginning at a point which is 594.06 feet N.01° 04' 00"W along the section line and 430.92 feet EAST from the West Quarter Corner of said Section 19 and running thence N.49° 04' 13"E 25.00 feet; thence S.40° 55' 47"E 45.00 feet; thence S.49° 04'13"W 25.00 feet; Thence N40° 55' 47"W 45.00 feet to the point of beginning. The above described part of the entire tract contains 1125 square feet or 0.026 acre.**

**TOGETHER WITH all rights of ingress and egress over, through and across the existing roads and unimproved surfaces of the grantor's land for the purpose of constructing and maintaining said telecommunications site.**

## Exhibit A (continued)

### Access & 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

#### Telecom Easement area description

Beginning at appoint which is S 01 degrees 03 minutes East 1947.22 feet along the section line and east 297.99 feet from the NW corner of Section 19, Township 5 S, Range 4 E SLB&M; Thence N 11 degrees 30 minutes 00 seconds W 90 feet, Thence North 66 Degrees 00 minutes 90 seconds E 23 feet, Thence S 68 degrees 08 minutes 16 seconds east 19.22 feet; Thence S 23 degrees 23 minutes 36 seconds east 22.47 feet, Thence S 60 degrees 32 minutes 31 seconds W 18.71 feet to the point of beginning.

Together with a non-exclusive easement access and existing dirt roadway being approximately 12 feet in width heading from the highway to the tower site.

#### Access Easement Area Description

That portion of the roadway which crosses the Steven and Connie Ault property

All of the roadway lying within Lot 2, Section 19, Township 5 S, Range 4 E, SLB& M

Being approximately 0.4 miles