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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
AURO SOLUTIONS, LLC
225 DYER STREET, 2ND FLOOR
PROVIDENCE RI 02903
BY: ADA, DEPUTY - MA 5 P.

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/ Anthony G. DePasquale, Esq.
ATC Site No: 82845
ATC Site Name: FAIRGROUNDS UT 1A
Assessor's Parcel No(s): 08-35-376-013

No Prior Recorded Lease Reference

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between the State of Utah, Division of Facilities Construction and Management ("**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 Lease Agreement dated February 1, 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 and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation, a Delaware corporation** and/or its parents, affiliates and subsidiaries ("**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 January 31, 2036. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

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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 be added, in whole or in part, to 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 addition, 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 shall cooperate with Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the 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: State of Utah, DFCM, Attn: Real Estate Manager, 4315 South 2700 West, Third Floor, Taylorsville, UT 84129; with a copy to Utah State Fair Corporation, 155 North 1000 West, Salt Lake City, UT 84116; 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, 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. 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]

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

LANDLORD

The State of Utah, Division of Facilities
Construction and Management

Signature: *Lee Fairbourn*
Print Name: Lee Fairbourn
Title: Real Estate Manager
Date: 7/22/20

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Utah
County of Salt Lake

On this 22 day of July, 2020, before me, the undersigned Notary Public, personally appeared Lee Fairbourn, 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.

Teresa Proffit
Notary Public
Print Name: Teresa Proffit
My commission expires: 12-30-2022



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: American Tower Delaware Corporation, a Delaware corporation
Title: Attorney-in-Fact

Signature: Carol Maxime
Print Name: Carol Maxime
Title: _____
Date: Senior Counsel, US Tower
9/11/2020

Signature: Genys Perez
Print Name: Genys Perez

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 11 day of September, 2020, before me, the undersigned Notary Public, personally appeared Carol Maxime, Senior Counsel US Tower, 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.

Genys E. Perez
Notary Public
Print Name: Genys E. Perez
My commission expires: July 01, 2022

[SEAL]



GENYS E. PEREZ
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 1, 2022

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EXHIBIT A

PARENT PARCEL

The Parent Parcel consists of the entire legal 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:

The land referred to in this report is situated in the County of **SALT LAKE**, State of Utah, and is described as follows:

Lots 1 to 52, inclusive of North Temple Street Subdivision, according to the official plat thereof, as recorded in the office of the County Recorder of said County. Together with all of the vacated alley and all of the vacated Learned Street abutting on the South, and also together with one-half of the vacated 1100 West Street abutting on the East.

* * *

The above described property also known by the street address of:

1139 West North Temple Street, Salt Lake, UT 84116

Being situated in the County of Salt Lake, State of Utah, and being known as
Salt Lake County APN: 08-35-376-013.

LEASED PREMISES

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 land area conveyed to Tenant in the Lease, being approximately 2,500 square feet.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well as 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 as set forth in Section 17 of the Lease.

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