



ENT 4462:2019 PG 1 of 6
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Jan 17 10:23 am FEE 20.00 BY HF
RECORDED FOR OLD REPUBLIC TITLE OF UTAH

PREPARED/RECORDING REQUESTED BY:

InSite Towers Development 2, LLC
1199 N. Fairfax Street, Suite 700
Alexandria, VA 22314
Attn: Legal Dept.

Record and Return to:

Old Republic Title
Attn: Post Closing
530 South Main Street, Suite 1031
Akron, Ohio 44311

17092279

Tax ID/Parcel No.: 27:009:0166

(space above for Recorder's use only)

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT (this "Memorandum"), made and entered into on this 19th day of OCTOBER, 2018 by and between Salesi A. Militoni and Lupe T. Militoni, as joint tenants ("Lessor") and INSITE TOWERS DEVELOPMENT 2, LLC, a Delaware limited liability company ("Lessee"), is a record of that certain Option and Ground Lease Agreement ("Lease") between Lessor and Lessee dated as of OCTOBER 19, 2018. The Lease contains, among other things, the following terms:

1. Description of Property. The Leased Premises are located on that certain real property described in Exhibit A hereto (the "Property").
2. Term. The "Initial Term" of the Lease is ten (10) years beginning on the date that Lessee exercises the Option set forth in Section 1 of the Lease. Lessee has the right to extend the term of the Lease for nine (9) successive terms of five (5) years each (individually, a "Renewal Term," and collectively, the "Renewal Terms"). The Initial Term and any applicable Renewal Term(s) are collectively referred to as the "Term."

3. Quiet Enjoyment. Pursuant to the Lease, Lessee has the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users, Pursuant to the Lease, Lessor shall not grant a lease, sublease, license, or other right to use the Property, any portion thereof, or any property that is adjacent thereto that may be owned by LESSOR, to any other person or entity for the operation of antenna and/or telecommunications facilities.

4. Subletting. Lessee has the right, at any time during the Term of the Lease, to sublet any portion of the Leased Premises or to permit any portion of the Leased Premises to be occupied or used by its subtenants, licensees, and customers in connection with the provision of communication services.

5. Right of First Refusal. The Lease grants LESSEE a right of first refusal in the event of (a) a lease, grant of an easement, or sale of the Property, in whole or in part, including, but not necessarily limited to, the portion of the Property on which the Leased Premises are located, (b) a sale, transfer, or other conveyance of LESSOR's interest in the Lease including, without limitation, the right to receive rent under the Lease, and (c) the right to enter into an option, lease, or easement after the term of the Lease.

6. Limited First Right to Negotiate. In the event that LESSEE exercises all of the Renewal Terms under the Lease, the Lease grants LESSEE an exclusive right to negotiate with LESSOR with respect to the terms of a new lease for a period of three (3) months commencing on the last day of the final Renewal Term. In the event that LESSEE and LESSOR have not reached agreement as to all of the material terms of the new lease on or before the expiration of such three (3) month period, then LESSEE's exclusive right to negotiate shall be of no further force or effect.

7. Limited Power of Attorney. LESSOR hereby grants the right to LESSEE to complete and execute on behalf of LESSOR any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

8. Ratification of Lease; Release of Memorandum. By this Memorandum, the parties: (a) intend to record a reference to the Lease; (b) hereby ratify and confirm all of the terms and conditions of the Lease; and (c) declare that the Leased Premises are subject to the Lease. Following the expiration or earlier termination of the Lease, Lessee will, upon Lessor's written request therefore, execute and deliver to the Lessor an instrument in recordable form evidencing the expiration/termination of the Lease and the release of this Memorandum.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Option and Ground Lease as of the date first above written.

Salesi Militoni
("LESSOR")
Salesi A. Militoni

Lupe T. Militoni
("LESSOR")
Lupe T. Militoni

State of UTAH
County of UTAH

On OCTOBER 18, 2018, before me, the undersigned Notary Public, personally appeared LUPE T. MILITONI, _____ of _____ 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 that the foregoing paragraph is true and correct.

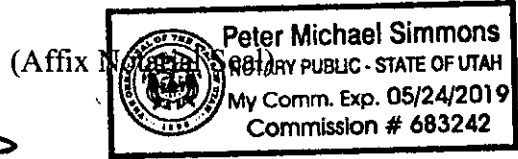
WITNESS my hand and official seal.

Signature: [Signature]

Print Name: PETER MICHAEL SIMMONS

My Commission Expires: 5/24/19

Commission No.: 683242



State of UTAH
County of UTAH

On OCTOBER 18, 2018, before me, the undersigned Notary Public, personally appeared SAVESI A. MULITANI, _____ of _____ 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 that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Print Name: PETER MICHAEL SIMMONS

My Commission Expires: 5/24/19

Commission No.: 683242



IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Option and Ground Lease as of the date first above written.

INSITE TOWERS DEVELOPMENT 2, LLC, a Delaware limited liability company ("LESSEE")

By: [Signature]
Name: Veronica F. Scozia
Title: Associate General Counsel

Commonwealth of Virginia
City of Alexandria

On OCTOBER 19, 2018, before me, the undersigned Notary Public, personally appeared VERONICA SCOZIA, 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 that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]

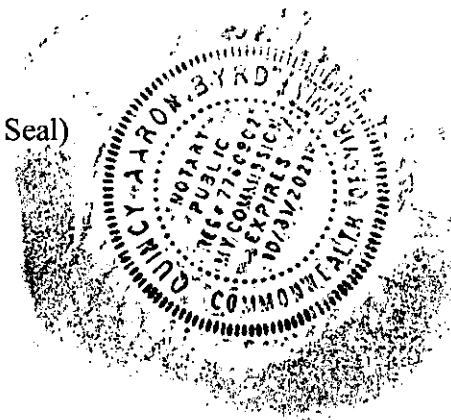
(Affix Notarial Seal)

Print Name: _____

My Commission Expires: _____

Commission No.: _____

QUINCY AARON BYRD
NOTARY PUBLIC
REG. #7760902
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES OCT. 31, 2021



**EXHIBIT "A" TO MEMORANDUM OF OPTION AND GROUND LEASE
AGREEMENT**

LEGAL DESCRIPTION OF PROPERTY

SITUATED IN THE COUNTY OF UTAH AND IN THE STATE OF UTAH:

BEGINNING AT A POINT WHICH LIES SOUTH 89° 40' 02" WEST 573.66 FEET ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 17, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 0° 11' 51" EAST 150.29 FEET ALONG THE EXTENSION OF A FENCE AND A FENCE; THENCE SOUTH 89° 47' 11" WEST 91.33 FEET ALONG AN EXISTING FENCE; THENCE NORTH 0° 28' 26" WEST 169.99 FEET TO A FENCE ON THE SOUTH LINE OF VALLEY CREST AT SPANISH FORK PLAT "A"; THENCE SOUTH 89° 55' 32" WEST 240.83 FEET ALONG SAID SUBDIVISION AND FENCE TO THE EAST LINE OF THE DAVID TROY HALES PROPERTY (SN 27:009:0099); THENCE SOUTH 0° 11' 40" EAST 321.56 FEET ALONG SAID HALES PROPERTY LINE AND ITS EXTENSION TO THE SOUTH LINE OF SAID SECTION 17; THENCE NORTH 89° 40' 02" EAST 331.97 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

Tax ID: 27:009:0166

BEING THE SAME PROPERTY CONVEYED TO SALES! A. MILITONI AND LUPE T. MILITONI, HUSBAND AND WIFE AS JOINT TENANTS, GRANTEE, FROM LILA JANE C. SMITH AND LISA JANE WARNER, TRUSTEES OF THE LILA JANE C. SMITH TRUST UNDER A TRUST AGREEMENT DATED JANUARY 22, 2008, GRANTOR, BY DEED RECORDED 08/07/2014, AS INSTRUMENT # 55252:2014 OF THE COUNTY RECORDS.