



ENT 54522:2021 PG 1 of 9
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Mar 23 2:54 pm FEE 44.00 BY SM
RECORDED FOR SIECK, BRIAN

Prepared by and when recorded, return to:

New Cingular Wireless PCS
Attn: Lease Administration
161 Inverness Drive W
2nd Floor
Englewood, CO 80112

Cell Site Number: UTL04085
Cell Site Name: CAP NSB-UT.UVSC_SLKCUTU4085
Fixed Asset Number: 10547739

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 30 day of SEPTEMBER 2020, by and between BJBD LC, a Utah limited liability company having its principal office/residing at 1483 Springdell Drive, Provo, UT (hereinafter called "**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, Atlanta, GA 30319 ("**Tenant**").

1. Landlord and Tenant entered into a certain Option and Land Lease Agreement ("**Agreement**") on the _____ day of _____, 2020, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option, with four (4) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right of first refusal in the event Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Premises.
5. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

BJBD LC, a
Utah limited liability company

By: Beverly Davis
Print Name: Beverly Davis
Its: Manager
Date: Sept. 1, 2020

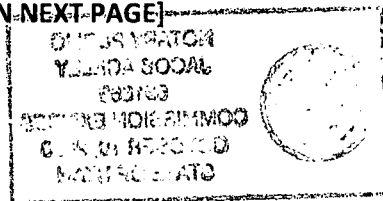
TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: Mark Johns
Print Name: Becky John-Haney MARK JOHNS
Its: Area Manager, Real Estate and Construction
Date: 9/30/2020

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]



TENANT ACKNOWLEDGMENT

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss:

On the 30 day of SEPTEMBER, 2020, before me personally appeared MARK JOHNS, and acknowledged under oath that he/she is the AREA MANAGER of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

GLENDAY KAY HUDSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204026442
MY COMMISSION EXPIRES JULY 31, 2024

Glenda Kay Hudson
Notary Public: GLENDAY KAY HUDSON
My Commission Expires: 7/31/24

LANDLORD ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF UTAH) ss:

On the 31 day of August, 2020 before me, personally appeared BEVERLY DAVIS, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

NOTARY PUBLIC
JACOB ACKLEY
691863
COMMISSION EXPIRES
OCTOBER 10, 2020
STATE OF UTAH

Jacob Ackley
Notary Public: JACOB ACKLEY
My Commission Expires: 10/10/2020

EXHIBIT 1 TO MEMORANDUM OF LEASE
DESCRIPTION OF PROPERTY AND PREMISES

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to the Memorandum of Lease dated _____, 2020, by and between BJBD LC, a Utah limited liability company, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The land referred to herein is situated in the County of Utah, State of Utah, and is described as follows:

Parcel 1:

Commencing 2060.4 feet East and 19.88 feet South from the West 1/4 Corner of Section 21, Township 6 South, Range 2 East, Salt Lake Base and Meridian; North 89°20' East 258.25 feet; South 0°40' East 100 feet; North 89°21' East 65.64 feet; along arc of 3424 feet radius curve left (Chord South 25°52'29" East 358.63 feet; South 88°58' West 247.85 feet; North 28°56' West 483.55 feet to beginning.

Less and excepting that portion condemned by the UDOT in Final Judgment of Condemnation, recorded January 16, 2013, as Entry No. 5033-2013 and described as follows:

A parcel of land in fee, being part of an entire tract of property, situate in the NE1/4 SW1/4 of Section 21,

Township 6 South, Range 2 East, SLB&M, incident to the construction of a freeway known as Project No. MP-I15-6. The boundaries of said parcel of land are described as follows:

Beginning at the Southeast corner of said entire tract, being in the existing Southwesterly highway right of way and no-access line of Interstate 15, which point is 2196.51 feet N.0°40'56"W. along the Quarter section line and 144.71 feet West from the South Quarter Corner of said Section 21; and running thence S.89°23'14"W. 1.84 feet along the Southerly boundary line of said entire tract to a point 162.30 feet radially distant Southwesterly from the centerline of said project, opposite approximate Engineers Station 2244+02.93; thence Northwesterly 95.39 feet along the arc of a 3309.92 foot radius non tangent curve to the right, (chord bears N.26°41'18"W. 95.39 feet) to a point in said existing Southwesterly highway right of way and no-access line of Interstate 15; thence Southeasterly 96.22 feet along the arc of a 3424.04 foot radius curve to the left (chord bears S.27°40'20"E. 96.21 feet) along said existing Southwesterly highway right of way and no access line to the point of beginning.

Parcel 2:

Commencing North 89°24'56" East 318.13 feet and North 867.59 feet from the South 1/4 Corner of Section 21, Township 6 South, Range 2 East, Salt Lake Meridian; North 28°44'15" West 501.14 feet; North 89°25'13" East 309.17 feet; South 32°54'10" East 518.95 feet; South 88°52'53" West 350.17 feet to beginning.

Less and excepting that portion condemned by the UDOT in Final Judgment of Condemnation, recorded January 16, 2013, as Entry No. 5033-2013 and described as follows:

A parcel of land in fee, being part of an entire tract of property, situate in the SW1/4 SE1/4 of Section 21, Township 6 South, Range 2 East, SLB&M, incident to the construction of a freeway known as Project MPI15-6. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract, being the existing Southwesterly highway right of way and no-access line of Interstate 15, which point is 1315.95 feet N.0°40'56"W. along the Quarter section line and 401.67 feet East from the South Quarter Corner of said Section 21; and running thence S.32°51'44"E. 518.54 feet along the existing Southwesterly highway right of way and no-access line of Interstate 15 to the Southeast corner of said entire tract; thence S.88°51'04"W. 22.01 feet along the Southerly boundary line of said entire tract to a point 167.91 feet perpendicularly distant Southwesterly from the centerline of said project, opposite approximate Engineers Station 2228+69.50; thence N.24°13'41" W. 83.75 feet; thence Northwesterly 39.79 feet along the arc of a 1976.08 foot radius non tangent curve to the left (chord bears N.32°17'42"W. 39.78 feet); thence N.32°52'19"W. 388.07 feet to a point in the Northerly boundary line of said entire tract; thence N.89°23'24"E. 6.89 feet along said Northerly boundary line to the point of beginning.

Parcel 3:

Commencing West 132.25 feet and South 3118.38 feet from the North 1/4 Corner of Section 21, Township 6 South, Range 2 East, Salt Lake Meridian; North 88°59' West 34.13 feet; 68.15 feet along arc of 3454.04 feet radius curve left (chord South 27°16' East 68.15 feet); North 88°59' West 205.38 feet; South 27°19' East 938.83 feet; South 88°59' East 308.9 feet; North 31°02' West 807.30 feet; 234.73 feet along arc of 3274.04 feet radius curve right (chord North 29°26' West 234.73 feet) to beginning. Less and excepting that portion condemned by the UDOT in Final Judgment of Condemnation, recorded January 16, 2013, as Entry No. 5033-2013 and described as follows:

A parcel of land in fee, being part of an entire tract of property, situate in the NE1/4 SW 1/4 of Section 21, Township 6 South, Range 2 East, SLB&M, incident to the construction of a freeway known as Project No. MP-I15-6. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract, being in the existing Southwesterly highway right of way and no-access line of Interstate 15, which point is 2196.51 feet N.0°40'56"W. along the Quarter section line and 144.71 feet West from the South Quarter Corner of said Section 21; and running thence Southeasterly 11.32 feet along the arc of a 3424.04-foot radius curve to the left (chord bears S.28°34'19"E. 11.32 feet) along said existing Southwesterly highway right of way and no-access line to the Southeast corner of said entire tract; thence S.89°23'24"W. 2.06 feet along the Southerly boundary line of said entire tract to a point 162.17 feet radially distant Southwesterly from the centerline of said project, opposite approximate Engineers Station 2243+92.17; thence Northwesterly 11.22 feet along the arc of a 3309.92-foot radius non tangent curve to the right (chord bears N.27°36'40"W. 11.22 feet) to a point in the Northerly boundary line of said entire tract; thence N.89°23'14"E. 1.84 feet along said Northerly boundary line to the point of beginning.

(Note: Rotate the above described parcel 1°37'36" clockwise to equal record bearings)

ALSO Less and excepting that portion condemned by the UDOT in Final Judgment of Condemnation, recorded January 16, 2013, as Entry No. 5033-2013 and described as follows:

A parcel of land in fee, being part of an entire tract of property, situate in the NE1/4 SW1/4 and the W1/2 SE1/4 of Section 21, Township 6 South, Range 2 East, SLB&M, incident to the construction of a freeway known as Project No. MP-I15-6. The boundaries of said parcel of land are described as follows:

Beginning at the Southeast corner of said entire tract, being in the existing Southwesterly highway right of way and no-access line of Interstate 15, which point is 1315.95 feet N.0°40'56"W. along the Quarter section line and 401.67 feet East from the South Quarter Corner of said Section 21; and running thence S.89°23'24"W. 6.89 feet along the Southerly boundary line of said entire tract to a point being 154.92 feet perpendicularly distant Southwesterly from the centerline of said project, opposite approximate Engineers Station 2233+80.15; thence N.32°52'19"W. 729.99 feet to the point of tangency of a 3309.92-foot radius curve to the right (chord bears N.30°17'24"W. 298.20 feet) thence Northwesterly 298.30 feet along the arc of said curve; thence N.89°23'24"E. 2.06 feet to a point in said existing Southwesterly highway right of way and no access line; thence Southeasterly 249.77 feet along the arc of a 3424.04-foot radius non tangent curve to the left (chord bears S.30°45'23"E. 249.71 feet) along said existing Southwesterly highway right of way and no-access line; thence S.32°51'44"E. 780.93 feet to the point of beginning. (Note: Rotate the above described parcel 1°37'36" clockwise to equal record bearings.)

Tax ID No. 18-027-0189, 18-030-0048, 18-030-0051

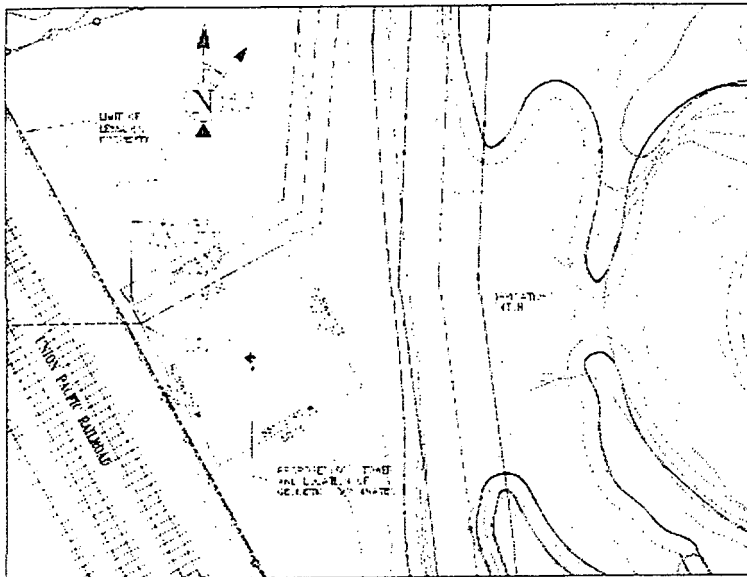
The Premises are described and/or depicted as follows:

Beginning at the Southeast corner of said entire tract, being in the existing Southwesterly highway right of way and no-access line of Interstate 15, which point is 1315.95 feet N.0°40'56"W. along the Quarter section line and 401.67 feet East from the South Quarter Corner of said Section 21; and running thence S.89°23'24"W. 6.89 feet along the Southerly boundary line of said entire tract to a point being 154.92 feet perpendicularly distant Southwesterly from the centerline of said project, opposite approximate Engineers Station 2233+80.15; thence N.32°52'19"W. 729.99 feet to the point of tangency of a 3309.92-foot radius curve to the right (chord bears N.30°17'24"W. 298.20 feet) thence Northwesterly 298.30 feet along the arc of said curve; thence N.89°23'24"E. 2.06 feet to a point in said existing Southwesterly highway right of way and no access line; thence Southeasterly 249.77 feet along the arc of a 3424.04-foot radius non tangent curve to the left (chord bears S.30°45'23"E. 249.71 feet) along said existing Southwesterly highway right of way and no-access line; thence S.32°51'44"E. 780.93 feet to the point of beginning.

(Note: Rotate the above described parcel 1°37'36" clockwise to equal record bearings.)

Tax ID No. 18-027-0189, 18-030-0048, 18-030-0051

The Premises are described and/or depicted as follows:



Station	Bearing	Distance
1	N.0°40'56"W.	1315.95
2	S.89°23'24"W.	6.89
3	N.32°52'19"W.	729.99
4	N.30°17'24"W.	298.20
5	N.89°23'24"E.	2.06
6	S.30°45'23"E.	249.71
7	S.32°51'44"E.	780.93

1-M ACCURACY CERTIFICATION
 THE HORIZONTAL POSITIONS OF THE LATENT OR
 PALE MARKS OF THE CENTER LINE OF
 THE ROAD SHALL, WITHIN THREE (3) FEET, THE
 ELEVATION MARKS OF THE SURFACE AND
 THE TOP OF THE ROAD SHALL WITHIN THREE (3) FEET

