



2021-773568 10/27/2021 1:31 PM PAGE: 1 OF 7
FEES: \$30.00 PK MEMORANDUM OF LEASE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Danielle DiPersia, Esq.
ATC Site No: 416909
ATC Site Name: LITTLE BIG HORN WY
Assessor's Parcel No(s): 03-5784-18-2-00-001-00

Prior Recorded Lease Reference:

Book 568, Page 54
Document No: 2017-736188
State of Wyoming
County of Sheridan

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the 15th day of October, 2021 by and between **Taylor Investments, LLC**, a Wyoming limited liability company, ("**Landlord**") and **CommNet Cellular Inc.**, 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 Land Lease Agreement dated, February 7, 2013(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, 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 January 31, 2068. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 416909
VZW Site No: 192709
Site Name: LITTLE BIG HORN WY



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 replace, in whole or in part, 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 replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **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.
7. **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: 1718 Highway 345, Ranchester, Wyoming 82839, To Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with a copy to; American Tower, Attn: Land Management 10 Presidential Way, Woburn, MA 01801, 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.
8. **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.
9. **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

2 WITNESSES

Taylor Investments, LLC,
a Wyoming limited liability company

Signature: Leroy D. Taylor
Print Name: Leroy D. Taylor
Title: MEMBER
Date: 6-22-21

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

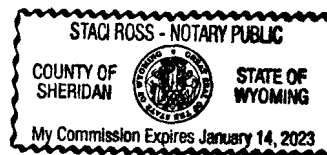
WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Wyoming
County of Sheridan

On this 22 day of June, 2021, before me, the undersigned Notary Public, personally appeared Leroy D. Taylor, 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.

Staci Ross
Notary Public
Print Name: Staci Ross
My commission expires: 1-14-23



[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]



TENANT

CommNet Cellular Inc.d/b/a Verizon Wireless

By: ATC Sequoia LLC,
 a Delaware limited liability company

Title: Attorney-in-Fact

Signature: *Carol Maxime*
 Print Name: Carol Maxime

Title: Senior Counsel, US Tower
 Date: 10/15/2021

WITNESSES

Signature: *Gina Thi Nguyen*
 Print Name: Gina Thi Nguyen

Signature: _____
 Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 15th day of October, 2021, before me, the undersigned Notary Public, personally appeared Carol Maxime, Senior Counsel, 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.

Signature: *Gina Thi Nguyen*
 Notary Public
 Print Name: _____
 My commission expires: _____

[SEAL]





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

The Parent Parcel consists of the entire legal taxable 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.

Being situated in the County of Sheridan, State of Wyoming, and being known as
Sheridan County APN: 25424.

Township 57 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming.

Section 13: NW1/4NW1/4, S1/2N1/2, NE1/4SE1/4, and ALSO all of the SW1/4 and W1/2SE1/4 except that portion thereof lying South of U.S. Highway No. 87 (Now Interstate 90), ALSO the NW1/2NE1/4 and the NE1/4NW1/4, and all that part of the S1/2SW1/4 and the SW1/4SE1/4 lying South of the State Highway; ALSO all that portion of the SE1/4SE1/4 lying north of the northerly right of way line of Interstate Highway No. 90, said northerly right of way line being 270 feet to the right or northerly side when measured at right angles to the following described survey line of highway, said northerly right of way begins on the east boundary and ends on the north boundary of said SE1/4SE1/4; beginning at a point on said east boundary from which the southeast corner of said section 13 bears S0°30'E, a distance of 882.5 feet; thence N81°23.6'W a distance of 82.9 feet to the point of beginning of a 1°00' circular curve to the right, the radius of which is 5,729.6 feet; thence along said curve through a central angle of 10°38.4' a distance of 1,064.1 feet to the point of ending of said curve; thence N70°45.1'W a distance of 45 feet, more or less, to a point on the west boundary of said SE1/4SE1/4 from which the northwest corner thereof bears northerly a distance of 230 feet, more or less.

Excepting the right-of-way of the C.B. & Q Railroad, also excepting the right of way of the Grand Island and Northern Wyoming Railroad Company as recorded July 11, 1893 in Book E, Page 263 of Deeds, and recorded June 11, 1894 in Book E, Page 427 of Deeds.

Also excepting that portion conveyed to The State Highway Commission of Wyoming by Warranty Deed recorded February 10, 1981 in Book 265, Page 70.



EXHIBIT A (continued)

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.

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 greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

The following is a description of a seventy foot by forty foot (70.00'x40.00') parcel of land to be utilized as a telecommunications equipment lease area situated within the Southeast One-Quarter of Section 13, Township 57 North, Range 85 West, 6th Principal Meridian, Sheridan County, Wyoming. Said Lease Area being specifically described as follows:

**Beginning at a point which bears South 80°56'37" West a distance of 1631.46 feet from the East One-Quarter Corner of said Section 13;
thence South 35°24'04" West, a distance of 40.00 feet;
thence North 54°35'56" West, a distance of 70.00 feet;
thence North 35°24'04" East, a distance of 40.00 feet;
thence South 54°35'56" East, a distance of 70.00 feet to the Point of Beginning.**

Said Lease Area being 0.06 acres.



EXHIBIT A (continued)

ACCESS AND 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.

Access Easement

A FORTY-FOOT-WIDE (40.0') STRIP OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 57 NORTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, SAID STRIP OF LAND LYING TWENTY FEET (20.0') TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT A FOUND 2.5" PIPE AND CAP MONUMENT MARKING THE EAST QUARTER CORNER OF SAID SECTION 13 AND FROM WHENCE A FOUND 3-1/4" BRASS CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 13 BEARS SOUTH 00°26'46" EAST AT A DISTANCE OF 2661.57 FEET; THENCE NORTH 87°29'25" WEST ALONG THE NORTH-SOUTH MID-SECTION LINE A DISTANCE OF 1384.79 FEET; THENCE DEPARTING SAID MID-SECTION LINE SOUTH 35°38'04" WEST, 390.70 FEET TO A FOUND 2" ALUMINUM CAP; THENCE CONTINUING SOUTH 35°38'04" WEST, 40.00 FEET TO A 2" ALUMINUM CAP; THENCE NORTH 54°21'56" WEST, 49.96 FEET; THENCE SOUTH 39°25'27" WEST, 20.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 54°21'56" EAST, A DISTANCE OF 56.57 FEET TO THE POINT OF TERMINUS;

AND

BEGINNING AT THE AFORESAID POINT OF BEGINNING THENCE NORTH 54°21'56" WEST, A DISTANCE OF 56.57 FEET; NORTH 57°25'39" WEST, A DISTANCE OF 217.76 FEET; THENCE NORTH 35°40'05" WEST, A DISTANCE OF 54.07 FEET; THENCE NORTH 19°58'54" WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 79°21'14" WEST, A DISTANCE OF 152.63 FEET; THENCE NORTH 88°45'07" WEST, A DISTANCE OF 70.18 FEET; THENCE SOUTH 70°49'21" WEST, A DISTANCE OF 194.01 FEET; THENCE SOUTH 19°25'29" EAST, A DISTANCE OF 79.05 FEET; THENCE SOUTH 42°16'22" WEST, A DISTANCE OF 56.90 FEET; THENCE SOUTH 82°19'55" WEST, A DISTANCE OF 113.21 FEET; THENCE SOUTH 43°52'46" WEST, A DISTANCE OF 80.04 FEET; THENCE SOUTH 17°08'32" WEST, A DISTANCE OF 67.45 FEET; THENCE SOUTH 23°23'26" EAST, A DISTANCE OF 87.89 FEET; THENCE SOUTH 35°26'42" WEST, A DISTANCE OF 44.11 FEET; THENCE SOUTH 74°50'33" WEST, A DISTANCE OF 205.65 FEET; THENCE NORTH 85°03'29" WEST, A DISTANCE OF 50.29 FEET; THENCE NORTH 85°03'29" WEST, A DISTANCE OF 758.41 FEET; THENCE SOUTH 62°03'15" WEST, A DISTANCE OF 253.72 FEET; THENCE SOUTH 82°09'57" WEST, A DISTANCE OF 185.98 FEET; THENCE SOUTH 32°56'17" WEST, A DISTANCE OF 39.23 FEET; THENCE SOUTH 10°53'31" WEST, A DISTANCE OF 5.84 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF INTERSTATE HIGHWAY #90 AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED EASEMENT.

Utility Easement

A FORTY-FOOT-WIDE (40.0') STRIP OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 57 NORTH, RANGE 85 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SHERIDAN COUNTY, WYOMING, SAID STRIP OF LAND LYING TWENTY FEET (20.0') TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT A FOUND 2.5" PIPE AND CAP MONUMENT MARKING THE EAST QUARTER CORNER OF SAID SECTION 13 AND FROM WHENCE A FOUND 3-1/4" BRASS CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 13 BEARS SOUTH 00°26'46" EAST AT A DISTANCE OF 2661.57 FEET; THENCE NORTH 87°29'25" WEST ALONG THE NORTH-SOUTH MID-SECTION LINE A DISTANCE OF 1384.79 FEET; THENCE DEPARTING SAID MID-SECTION LINE SOUTH 35°38'04" WEST, 390.70 FEET TO A FOUND 2" ALUMINUM CAP; THENCE CONTINUING SOUTH 35°38'04" WEST, 40.00 FEET TO A 2" ALUMINUM CAP; THENCE NORTH 54°21'56" WEST, 49.96 FEET; THENCE SOUTH 39°25'27" WEST, 20.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 39°25'27" WEST, 725.00 FEET TO THE POINT OF TERMINUS OF THE HEREIN DESCRIBED

CONTAINING 28,111 SQUARE FEET (0.645 ACRES) OF LAND, MORE OR LESS.