

**FORM OF MEMORANDUM OF LEASE**

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Sarah Kmiecik, Esq.  
ATC Site No: 412938  
ATC Site Name: Bilstratton Road MT  
Assessor's Parcel No(s):

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**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ by and between GOLD CREEK CELLULAR of MONTANA LIMITED PARTNERSHIP d/b/a Verizon Wireless ("Lessee"), and THE CITY OF BILLINGS, a municipal corporation under the laws of the state of Montana ("Lessor").

**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.

**Parent Parcel and Lease.** Lessor owns the real property described on Exhibit "A" attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and, Lessor (or its predecessor-in-interest) and Lessee (or its predecessor-in-interest) entered into that certain Lease Agreement dated November 16, 1987 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Lessee 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, which is otherwise scheduled to expire on November 30, 2017, which Leased Premises is also described on **Exhibit A.**

1. **American Tower.** Lessee, 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, Lessee 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 Lessee, all as more particularly set forth in the POA.

2. **Expiration Date**. Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Lessee of all renewal options contained in the Lease, the final expiration date of the Lease would be November 30, 2032. Notwithstanding the foregoing, in no event shall Lessee be required to exercise any option to renew the term of the Lease.
3. **Right of First Refusal**. There is a limited right of first refusal in 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.
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 Lessor at: City of Billings, Solid Waste Division, P.O. Box 1178, Billings, MT 59103; to Lessee 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.
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 Agreement is being made in the State of Montana, and shall be construed and enforced in accordance with the laws of that State.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Lessor and Lessee have each executed this Memorandum as of the day and year set forth below.

**LESSOR**

**City of Billings, Montana,**

Signature: \_\_\_\_\_  
Print Name: Thomas W. Hanel  
Title: Mayor  
Date: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**LESSEE**

**Gold Creek Cellular of Montana  
Limited Partnership d/b/a Verizon  
Wireless**

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

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me,  
the undersigned Notary Public, personally appeared \_\_\_\_\_,  
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.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

## **EXHIBIT A**

*This Exhibit A may be replaced at Lessee's option as described below.*

### **PARENT PARCEL**

*Lessee shall have the right to replace this description with a description obtained from Lessor's deed (or deeds) that include the land area encompassed by the Lease and Lessee's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Lessor as described in a deed (or deeds) to Lessor of which the Leased Premises is a part thereof with such Parent Parcel being described below:

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN YELLOWSTONE COUNTY, MONTANA:

TRACT 1 AS DESCRIBED ON PLAT ENTITLED, "CERTIFICATE OF SURVEY NO. 796," RECORDED MAY 1, 1958 AS INSTRUMENT 600808.

Being Yellowstone County, MT Parcel Number D02013.

### **PREMISES**

*Lessee 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 Lessee.*

The 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 Premises shall be the greater of: (i) 3,200 square feet; (ii) Lessee's (and Lessee's customers') existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

DESCRIPTION FOR AN ATC 40 FOOT x 80 FOOT LEASE AREA LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 26 EAST OF THE MONTANA MERIDIAN, IN THE COUNTY OF YELLOWSTONE, MONTANA BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A REBAR WITH CAP LOCATED AT THE MOST SOUTHERLY CORNER OF ATC SITE "BILSTRATTONROAD MT", FROM WHICH A 3" BRASS CAP FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 29 BEARS , S 20°27'32" W, 1732.31 FEET;  
THENCE N 46°22'57" E, 40.00 FEET;  
THENCE N 43°37'03" E, 80.00 FEET;  
THENCE S 46°22'57" E, 40.00 FEET;  
THENCE S 43°37'03" W, 80.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3,200 SQUARE FEET OR 0.07 ACRES OF LAND, MORE OR LESS.

### **EXHIBIT A continued**

#### **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 Lessee (and Lessee's customers) for ingress, egress and utility purposes from the Premises to and from a public right of way of Jellison Road.