

THE SECOND AMENDMENT TO LAND LEASE AGREEMENT/AGREEMENT

This Second Amendment to Land Lease Agreement (“*Second Amendment*”) is entered into and made effective as of the later signature date hereof (the “*Effective Date*”), by and between **City of Sidney (“*Landlord*”)** and **Gold Creek Cellular Montana LP d/b/a Verizon Wireless** (hereinafter referred to as (“*Tenant*”)) (Landlord and Tenant being collectively referred to herein as the “*Parties*”).

RECITALS

WHEREAS, Landlord owns the real property described on Exhibit A attached hereto and by this reference made a part hereof (the “*Parent Parcel*”); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated July 18, 2012 (as the same may have been amended, 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 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 are also described, designated and/or depicted on Exhibit A attached hereto.; and

WHEREAS, 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/or maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has 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; and

WHEREAS, Tenant desires to expand the Leased Premises; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Ratification of the Leased Premises.** Landlord hereby ratifies and agrees that it leases to Tenant the Leased Premises as described, designated and/or depicted on Exhibit A attached hereto.

2. **Additional Ground Space.**

- a. Effective as of the Commencement Date (as defined below) Landlord hereby leases to Tenant approximately an additional four hundred twenty nine (429) square feet of land (the “*Expanded Lease Area*”). The Expanded Easement Area is described, depicted and/or

ATC Site No: 420099

VZW Site No: 251117

Site Name: Sunrise, MT

Project Number: OAA767203

designated on **Exhibit B** attached hereto and by this reference made a part hereof. Tenant may use Expanded Lease Area in the same manner that Tenant is permitted to use the Leased Premises. On and after the occurrence of the Commencement Date, the Expanded Easement Area shall be (and shall be deemed to be for all purposes), without further action of the Parties hereto, part of the Leased Premises and any references to the Leased Premises in the Lease, as amended hereby, shall include (and shall be deemed to include for all purposes) the Expanded Easement Area.

b. Landlord hereby grants to Tenant, American Tower, its officers, agents, employees, customers, and/or independent contractors the right and privilege to enter upon the Parent Parcel, Leased Premises, and/or the Expanded Easement Area at any time on or after the Effective Date, to perform or cause to be performed test borings of the soil, environmental audits, sampling, and/or tests, engineering studies and to conduct a survey of the Parent Parcel, Leased Premises and/or the Expanded Easement Area. Further, at any time on and after the Effective Date, Landlord hereby grants to Tenant, American Tower, its officers, agents, employees, customers, and/or independent contractors the right and privilege to enter upon and reasonably use the portions of the Parent Parcel immediately adjacent to the Leased Premises and Expanded Easement Area for the purposes of accessing, constructing, installing, repairing, maintaining, and/or removing improvements within the Leased Premises and/or Expanded Easement Area. Landlord will not unreasonably interfere with Tenant's use of the Parent Parcel, Leased Premises and/or the Expanded Easement Area in conducting these activities.

c. The "**Commencement Date**" shall be the earlier of: (i) the date that one of Tenant's (or American Tower's) customers commences payment to Tenant (or American Tower) under a sublease, license or other form of collocation agreement that grants said customer use of the Expanded Easement Area; (ii) the date that Tenant (and/or American Tower) issues a written 'Notice To Proceed' to one of Tenant's (or American Tower's) customers for the purpose of commencing said customer's installation of equipment on all or a portion the Expanded Easement Area; (iii) if no written 'Notice to Proceed' is issued, then the date that Tenant, American Tower, or a customer, licensee, or sublessee thereof commences to install its equipment or other personal property at, on, or within the Expanded Easement Area; (iv) the date that Tenant (and/or American Tower) issues a written notice to Landlord evidencing its intent to commence leasing the Expanded Easement Area; or (v) in the event Tenant (and/or American Tower) commences payment of the additional rent described in Subsection 2(f) below (notwithstanding the fact that such payment was not obligated to be made at the time of such payment), the date that such payment commences.

d. Notwithstanding the foregoing, Tenant, American Tower, (or its customers, licensees, and sublessees) shall have eighteen (18) months following the Effective Date to commence under the immediately preceding clauses (i), (ii), (iii), (iv) or (v) of Subsection 2(c) above (such period, the "**Commencement Period**").

e. As consideration for the covenants, agreements, and rights made and granted under this Second Amendment, Tenant shall pay to Landlord a one-time payment in the amount of One Hundred Dollars (\$100.00) payable within thirty (30) days following the Effective Date.

ATC Site No: 420099
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- f. In the event that the Commencement Date occurs prior to the expiration of the Commencement Period as provided in Subsection 2(d) above, then, effective as of the Commencement Date, the total rent payable under the Lease, as amended hereby, shall be increased by a sum of **Two Hundred Fifty Dollars (\$250.00) per month**. The Parties hereby acknowledge and agree that all applicable increases and escalations to the rent authorized pursuant to the Lease shall continue in full force and effect.
- g. In the event the Commencement Date has not occurred prior to the expiration of the Commencement Period, the Tenant shall forfeit and shall no longer have any rights in and to the Expanded Easement Area, and the total rent payable under the Lease, as amended hereby, shall not increase as provided in Subsection 2(f) above; provided, however, in all events, the Parties agree that all of the other rights and obligations created by and pursuant to this Second Amendment shall remain in full force and effect.

3. Landlord and Tenant Acknowledgments. Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Second Amendment, this Second Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Second Amendment is and shall be considered consent to and approval of all such activities and uses, and confirmation that no additional consideration is owed to Landlord for such activities and uses. Tenant and Tenant's customers, licensees, and sublessees shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section 3 shall survive the execution and delivery of this Second Amendment.

4. Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE LEASE, AS AMENDED HEREBY, IN NO EVENT SHALL LANDLORD OR TENANT BE LIABLE TO THE OTHER FOR, AND LANDLORD AND TENANT HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

5. **Memorandum of Lease.** Upon request by Tenant, Landlord shall execute and deliver to Tenant a Memorandum(s) of Lease, reflecting this Second Amendment, in a form reasonably acceptable to Tenant and which shall be recordable in the county in which the Parent Parcel is located.

6. **Electronic Signatures.** The Parties agree that a scanned or electronically reproduced copy or image of this Second Amendment bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Second Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Second Amendment and without the requirement that the unavailability of such original, executed counterpart of this Second Amendment first be proven.

7. **Entirety; Amendment; Counterparts.** This Second Amendment, together with the Lease, constitutes the entire agreement among the undersigned Parties hereto regarding the subject matter hereof. Any modification to this Second Amendment must be in writing and signed and delivered by authorized representatives of the Parties in order to be effective. This Second Amendment will be governed by the laws of the state or commonwealth in which the Parent Parcel is situated. This Second Amendment may be executed in any number of counterparts, each of which shall be an original, which may be delivered via facsimile, but all of which taken together shall constitute one instrument.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES APPEAR ON THE NEXT PAGE]

LANDLORD:

City of Sidney, Montana

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: 420099
VZW Site No: 251117
Site Name: Sunrise, MT
Project Number: OAA767203

TENANT:

Gold Creek Cellular Montana LP
d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: Richard P. Palermo

Title: Senior Counsel

Date: _____

[END OF SIGNATURES]

ATC Site No: 420099
VZW Site No: 251117
Site Name: Sunrise, MT
Project Number: OAA767203

EXHIBIT A

DESCRIPTION, DESIGNATION AND/OR DEPICTION OF PARENT PARCEL AND LEASED PREMISES

Parent Parcel:

ALL THE REAL PROPERTY SITUATED IN RICHLAND COUNTY, STATE OF MONTANA, DESCRIBED AS FOLLOWS:

LOTS ONE, TWO, THREE, FOUR, FIVE AND SIX (1-2-3-4-5-6) IN BLOCK NINETEEN (19) IN THE ORIGINAL TOWNSITE OF SIDNEY, ACCORDING TO A MAP ON FILE IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY.

APN: 27-3444-33-2-23-01-0000

Leased Premises:

Portion of Parent Parcel leased by Tenant:

A PORTION OF LOT 4 OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY, LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 59 EAST, PRINCIPAL MERIDIAN MONTANA, CITY OF SIDNEY RICHLAND COUNTY, MONTANA, AND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND REBAR WITH CAP MARKING THE MOST EASTERLY CORNER OF LOT 1, OF BLOCK 22 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE NORTH 19°42'47" EAST, 80.00 FEET TO THE MOST SOUTHERLY CORNER OF LOT 6, OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE CONTINUING NORTH 19°42'47" EAST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 19 A DISTANCE OF 103.04 FEET; THENCE DEPARTING SAID SOUTHEASTERLY LINE NORTH 70°00'00" WEST, 74.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 70°00'00" WEST, 38.00 FEET TO A FOUND ALUMINUM CAP; THENCE NORTH 20°00'00" EAST, 38.00 FEET; THENCE SOUTH 70°00'00" EAST, 38.00 FEET; THENCE SOUTH 20°00'00" WEST, 38.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,444 SQUARE FEET (0.033 ACRES) OF LAND, MORE OR LESS.

Beneficiary easement(s) for access and utilities:

The access and utilities easements include all easements of record as well as existing access and utilities currently servicing the premises to and from a public right of way, including but not limited to:

A PORTION OF LOTS 4 AND 5 OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY, LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 59 EAST, PRINCIPAL MERIDIAN MONTANA, CITY OF SIDNEY RICHLAND COUNTY, MONTANA, AND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

[EXHIBIT A CONTINUES ON THE NEXT PAGE]

ATC Site No: 420099

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Site Name: Sunrise, MT

Project Number: OAA767203

COMMENCING AT A FOUND REBAR WITH CAP MARKING THE MOST EASTERLY CORNER OF LOT 1, OF BLOCK 22 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE NORTH 19°42'47" EAST, 80.00 FEET TO THE MOST SOUTHERLY CORNER OF LOT 6, OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE CONTINUING NORTH 19°42'47" EAST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 19 A DISTANCE OF 103.04 FEET; THENCE DEPARTING SAID SOUTHEASTERLY LINE NORTH 70°00'00" WEST, 74.51 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 20°00'00" WEST, 20.00 FEET; THENCE NORTH 70°00'00" WEST, 65.39 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 5; THENCE NORTH 19°42'47" EAST ALONG THE SAID NORTHWESTERLY LINE OF SAID LOTS 5 AND 4 A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE SOUTH 70°00'00" EAST, 65.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,308 SQUARE FEET (0.031 ACRES) OF LAND, MORE OR LESS.

UTILITY EASEMENT

A PORTION OF LOT 4 OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 59 EAST, P.M.M., CITY OF SIDNEY, RICHLAND COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND REBAR WITH CAP MARKING THE MOST EASTERLY CORNER OF LOT 1, BLOCK 22 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE N19°42'47"E, 80.00 FEET TO THE MOST SOUTHERLY CORNER OF LOT 6, BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE CONTINUING N19°42'47"E ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 19, 103.04 FEET; THENCE DEPARTING SAID SOUTHEASTERLY LINE, N70°00'00"W, 112.51 FEET; THENCE N20°00'00"E, 27.00 FEET TO THE POINT OF BEGINNING; THENCE N70°00'00"W, 27.62 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 4; THENCE N19°42'47"E ALONG THE NORTHWESTERLY LINE OF LOT 4, 19.26 FEET TO THE NORTHERNMOST CORNER OF SAID LOT 4; THENCE S70°17'13"E ALONG THE NORTH-EASTERLY LINE OF SAID LOT 4, 77.72 FEET; THENCE DEPARTING SAID NORTH-EASTERLY LINE, S20°00'00"W, 15.65 FEET; THENCE N70°00'00"W, 12.00 FEET; THENCE N20°00'00"E, 7.00 FEET; THENCE N70°00'00"W, 38.00 FEET; THENCE S20°00'00"W, 11.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL CALCULATED AREA OF 1,044.85 SQUARE FEET OR 0.024 ACRES, MORE OR LESS.

[END OF EXHIBIT A]

EXHIBIT B

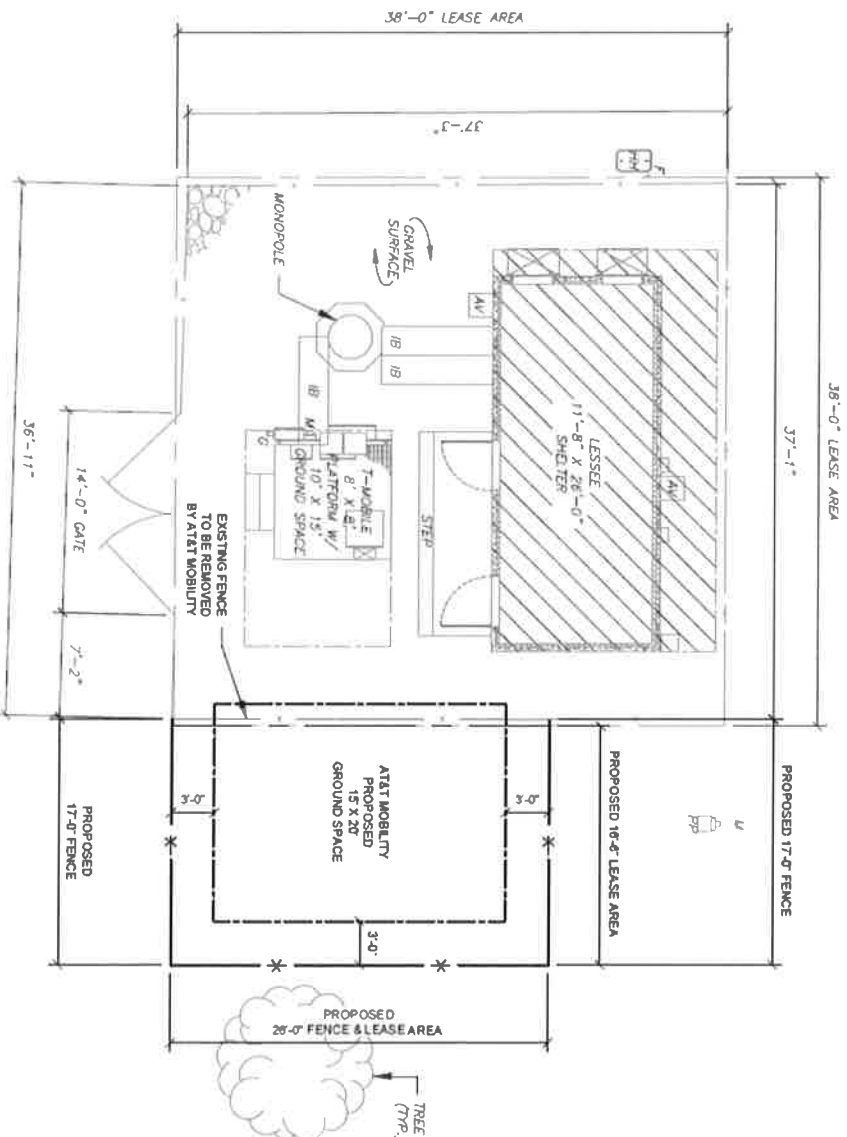
DESCRIPTION, DESIGNATION AND/OR DEPICTION OF ADDITIONAL AREA

Expanded Lease Area:

A PARCEL OF LAND WITHIN LOT 4, BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY, LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 59 EAST, P.M.M., CITY OF SIDNEY, RICHLAND COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND REBAR WITH CAP MARKING THE MOST EASTERLY CORNER OF LOT 1, OF BLOCK 22 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE NORTH 19°42'47" EAST, 80.00 FEET TO THE MOST SOUTHERLY CORNER OF LOT 6, OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE CONTINUING NORTH 19°42'47" EAST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 19 A DISTANCE OF 103.04 FEET; THENCE DEPARTING SAID SOUTHEASTERLY LINE NORTH 70°00'00" WEST, 74.51 FEET TO THE POINT OF BEGINNING; THENCE N20°00'00"E, 26.00 FEET; THENCE S70°00'00"E, 16.50 FEET; THENCE S20°00'00"W, 26.00 FEET; THENCE N70°00'00"W, 16.50 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL CALCULATED AREA OF 429.00 SQUARE FEET OR 0.010 ACRES, MORE OR LESS.



[END OF EXHIBIT B]

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801

Attn: Land Management/Megan Bertino, Esq.

ATC Site No.: 420099

ATC Site Name: Sunrise, MT

Assessor's Parcel No.: 27-3444-33-2-23-01-0000

Prior Recorded Lease Reference:

Book382 Page310

Document No.: 571511

State of Montana

County of Richland

MEMORANDUM OF LEASE (WITH OPTION TO EXPAND)

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 202__ by and between **City of Sidney, Montana**, ("**Landlord**") and Gold Creek Cellular Montana LP 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 July 18, 2012 (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 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** attached hereto.

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

ATC Site No: 420099

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Site Name: Sunrise, MT

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June 30, 2067. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

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. **Option to Expand Leased Premises.** The Landlord has granted to Tenant an option to expand the Leased Premises by approximately four hundred twenty nine (429) square feet in a location depicted on **Exhibit B** attached hereto and by this reference made a part hereof. Such option is exercisable on or before the _____ day of _____, 2023.

6. **Right of First Refusal.** There is a right of first refusal in the Lease.

7. **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.

8. **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: 115 2nd Street SE, Sidney, MT 59270; to Tenant at: 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.

9. **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.

10. **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]

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

LANDLORD:

WITNESSES:

City of Sidney, Montana

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____

County of _____

On this ____ day of _____, 202____, 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]

TENANT

WITNESSES:

**Gold Creek Cellular Montana LP
d/b/a Verizon Wireless**

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

Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

Signature: _____
Print Name: Richard P. Palermo
Title: Senior Counsel
Date: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts
County of Middlesex

On this ____ day of _____, 202____, before me, _____
the undersigned Notary Public, personally appeared Richard P. Palermo, who proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged
to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the
person or the entity upon which the person 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 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.

ALL THE REAL PROPERTY SITUATED IN RICHLAND COUNTY, STATE OF MONTANA, DESCRIBED AS FOLLOWS:

LOTS ONE, TWO, THREE, FOUR, FIVE AND SIX (1-2-3-4-5-6) IN BLOCK NINETEEN (19) IN THE ORIGINAL TOWNSITE OF SIDNEY, ACCORDING TO A MAP ON FILE IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY.

APN: 27-3444-33-2-23-01-0000

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).

A PORTION OF LOT 4 OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY, LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 59 EAST, PRINCIPAL MERIDIAN MONTANA, CITY OF SIDNEY RICHLAND COUNTY, MONTANA, AND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND REBAR WITH CAP MARKING THE MOST EASTERLY CORNER OF LOT 1, OF BLOCK 22 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE NORTH 19°42'47" EAST, 80.00 FEET TO THE MOST SOUTHERLY CORNER OF LOT 6, OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE CONTINUING NORTH 19°42'47" EAST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 19 A DISTANCE OF 103.04 FEET; THENCE DEPARTING SAID SOUTHEASTERLY LINE NORTH 70°00'00" WEST, 74.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 70°00'00" WEST, 38.00 FEET TO A FOUND ALUMINUM CAP; THENCE NORTH 20°00'00" EAST, 38.00 FEET; THENCE SOUTH 70°00'00" EAST, 38.00 FEET; THENCE SOUTH 20°00'00" WEST, 38.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,444 SQUARE FEET (0.033 ACRES) OF LAND, MORE OR LESS.

ACCESS AND UTILITIES

ATC Site No: 420099
VZW Site No: 251117
Site Name: Sunrise, MT
Project Number: OAA767203

The access and utility easements include all easements of record as well 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 including but not limited to:

A PORTION OF LOTS 4 AND 5 OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY, LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 59 EAST, PRINCIPAL MERIDIAN MONTANA, CITY OF SIDNEY RICHLAND COUNTY, MONTANA, AND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND REBAR WITH CAP MARKING THE MOST EASTERLY CORNER OF LOT 1, OF BLOCK 22 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE NORTH 19°42'47" EAST, 80.00 FEET TO THE MOST SOUTHERLY CORNER OF LOT 6, OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY; THENCE CONTINUING NORTH 19°42'47" EAST ALONG THE SOUTHEASTERLY LINE OF SAID BLOCK 19 A DISTANCE OF 103.04 FEET; THENCE DEPARTING SAID SOUTHEASTERLY LINE NORTH 70°00'00" WEST, 74.51 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 20°00'00" WEST, 20.00 FEET; THENCE NORTH 70°00'00" WEST, 65.39 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 5; THENCE NORTH 19°42'47" EAST ALONG THE SAID NORTHWESTERLY LINE OF SAID LOTS 5 AND 4 A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE SOUTH 70°00'00" EAST, 65.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,308 SQUARE FEET (0.031 ACRES) OF LAND, MORE OR LESS.

UTILITY EASEMENT

A PORTION OF LOT 4 OF BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 59 EAST, P.M.M., CITY OF SIDNEY, RICHLAND COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING A TOTAL CALCULATED AREA OF 1,044.85 SQUARE FEET OR 0.024 ACRES, MORE OR LESS.

ATC Site No: 420099

VZW Site No: 251117

Site Name: Sunrise, MT

Project Number: OAA767203

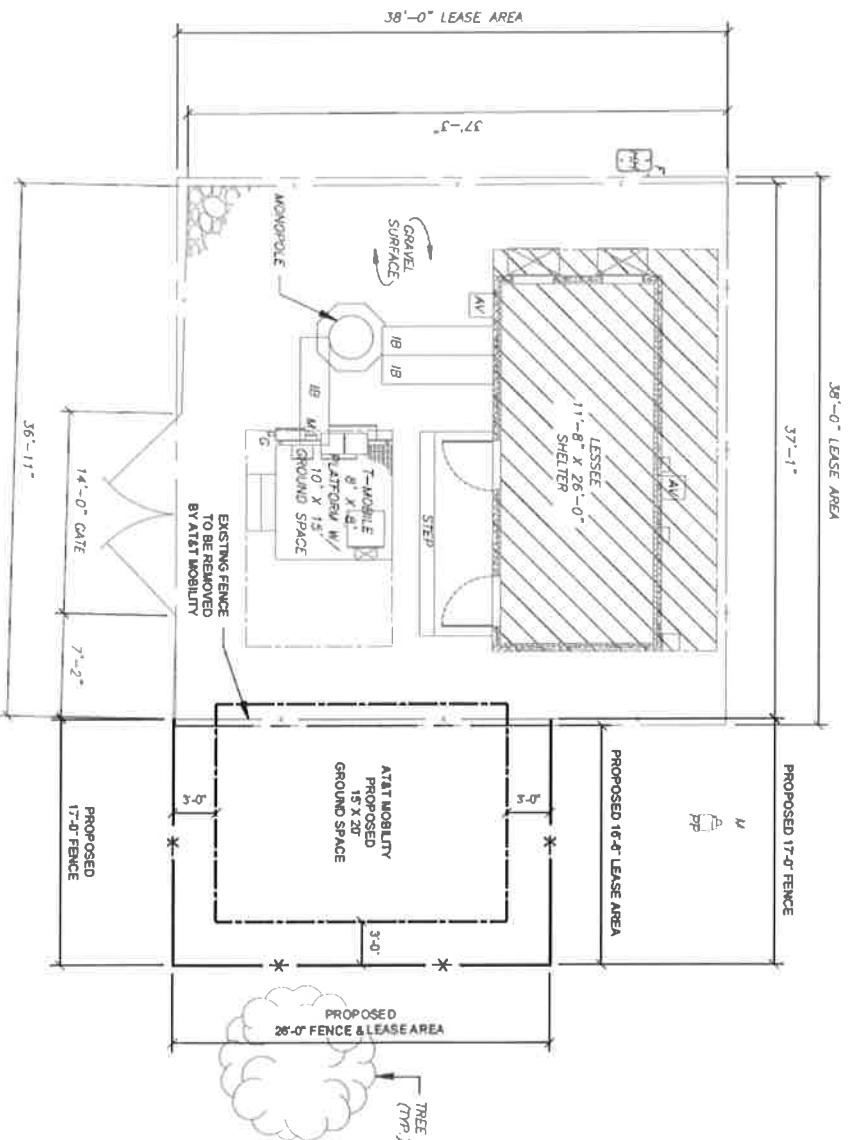
EXHIBIT B

This Exhibit B may be replaced at Tenant's option as described below.

A PARCEL OF LAND WITHIN LOT 4, BLOCK 19 OF THE ORIGINAL TOWNSITE OF SIDNEY, LOCATED IN THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 23 NORTH, RANGE 59 EAST, P.M.M., CITY OF SIDNEY, RICHLAND COUNTY, MONTANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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ATC Site No: 420099
VZW Site No: 251117
Site Name: Sunrise, MT
Project Number: OAA767203

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801

Attn: Land Management/Megan Bertino, Esq.

ATC Site No.: 420099

ATC Site Name: Sunrise, MT

Assessor's Parcel No.: 27-3444-33-2-23-01-0000

Prior Recorded Lease Reference:

Book382, Page310

Document No.: 571511

State of Montana

County of Richland

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 202____ by and between City of Sidney, Montana, ("**Landlord**") and Gold Creek Cellular Montana LP 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 July 18, 2012 (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 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** attached hereto.

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

ATC Site No: 420099

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June 30, 2067. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

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: 115 2nd Street SE, Sidney, MT 59270; to Tenant at: 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 COMMENCE ON FOLLOWING PAGE]

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

LANDLORD:

City of Sidney, Montana

Signature: _____
Print Name: _____
Title: _____
Date: _____

WITNESSES:

Signature: _____
Print Name: _____
Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State of _____
County of _____

On this ____ day of _____, 202____, 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]

TENANT

WITNESSES:

Gold Creek Cellular Montana LP d/b/a Verizon Wireless

By: ATC Sequoia LLC,
A Delaware limited liability company
Its: Attorney-in-Fact

Signature: _____

Print Name: Richard P. Palermo

Title: Senior Counsel

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202__, before me, _____ the undersigned Notary Public, personally appeared Richard P. Palermo who proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon which the person 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 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.

ALL THE REAL PROPERTY SITUATED IN RICHLAND COUNTY, STATE OF MONTANA, DESCRIBED AS FOLLOWS:

LOTS ONE, TWO, THREE, FOUR, FIVE AND SIX (1-2-3-4-5-6) IN BLOCK NINETEEN (19) IN THE ORIGINAL TOWNSITE OF SIDNEY, ACCORDING TO A MAP ON FILE IN THE OFFICE OF THE CLERK AND RECORDER OF SAID COUNTY.

APN: 27-3444-33-2-23-01-0000

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).

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CONTAINING 1,444 SQUARE FEET (0.033 ACRES) OF LAND, MORE OR LESS.

AND

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The access and utility easements include all easements of record as well 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 including but not limited to:

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