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10011034 02/22/2007 03:43 PM \$33.00 800k - 9425 Pa - 6058-6068 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH SECURITY TITLE INS AGENCY 376 E 400 S STE 304 SLC UT 84111 BY: LVG, DEPUTY - WI 11 P.

This instrument prepared by and after recording return to: Legal Department Attn: Global Signal Acquisitions IV LLC. 301 North Cattlemen Rd. Suite 300 Sarasota, Florida 34232

Site: 3025630 Alley (BUN 880617)

EASEMENT

THIS EASEMENT (this "Easement") is made this ______ day of February, 2007, by and between Lake Limited, a Utah Limited Partnership ("Grantor"), whose address is 7530 Brighton Point Drive, Salt Lake City, Utah 84121, and Global Signal Acquisitions IV LLC, a Delaware limited liability company ("Grantee"), whose address is 301 North Cattlemen Road, Suite 300, Sarasota, Florida 34232.

Recitals

Grantor is the owner of the real property described in Exhibit A attached hereto (the "Grantor Property"). Grantor agrees to grant the easement described below for the purposes consistent with the ownership, location and operation of one or more communications towers in accordance with the provisions described below.

Terms

In consideration of the premises, the sum of \$10.00, and other good and valuable considerations, the receipt and sufficiency of which the parties hereby acknowledge, Grantor and Grantee hereby agree as follows:

- 1. Grant of Easement. Grantor for itself, its successors and assigns, hereby grants and conveys unto Grantee, its lessees, licensees, successors and assigns a fully paid exclusive, 37-year easement on, over, across and through the portion of the Grantor Property described in Exhibit B attached hereto (the "Tower Area") together with a fully paid nonexclusive 37-year easement over the portion of the Grantor Property described in Exhibit C (the "Access and (Guy and/or Utility) Areas") for all purposes consistent with the ownership, location and operation of communications towers, including but not limited to erecting, installing, operating, maintaining, repairing, replacing, rebuilding, altering, inspecting, improving, and removing communications towers, tower guy wires, guy wire anchors, guy stubs, ground connections, buildings, equipment, equipment shelters and other ancillary structures, and all fixtures, attachments, equipment and accessories related thereto, and for ingress and egress and utility access for the same, and all other related general and miscellaneous uses.
- 2. <u>Use.</u> The Tower Area shall be used for the purpose of, without limitation, erecting, installing, operating and maintaining radio and communications towers, buildings, and equipment, including leasing, subleasing, and licensing space thereon to third parties. Grantee may make any improvement, alteration or modifications to the Tower Area and Access and (Guy and/or Utility) Areas as are deemed appropriate by Grantee, in its discretion. At all times during the Term of the Easement, Grantee shall have the right to use, and shall have free access to, the Tower Area and Access and (Guy and/or Utility) Areas seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the exclusive right to lease, sublease, license, or sublicense any radio/communications tower or any other structure or equipment on the Tower Area and Access and (Guy and/or Utility) Areas, and shall also have the exclusive right to lease or sublease to third parties any portion of the Tower

Area and Access and (Guy and/or Utility) Areas, itself, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Easement. Grantee and its customers shall have the right to erect, install, maintain, and operate on the Tower Area and Access and (Guy and/or Utility) Areas such equipment, structures, fixtures, signs, and personal property as Grantee may deem necessary or appropriate, and such property, including the equipment, structures, fixtures, signs, and personal property currently on the Tower Area, shall not be deemed to be part of the Tower Area, but shall remain the property of Grantee or its customers, as applicable. At any time, Grantee or its customers shall have the right to remove their equipment, structures, fixtures, signs, and personal property from the Tower Area and Access and (Guy and/or Utility) Areas.

- 3. <u>Duration</u>. The duration of the Easement granted herein (the "Term") shall be for a term of 37 years, unless Grantee provides written, recordable notice of its intent to terminate this Easement, in which event this Easement shall terminate upon Grantee's recordation of any such notice.
- 4. <u>Easement Consideration</u>. Grantor hereby acknowledges the receipt, in advance, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the term of this Easement.
- 5. <u>Assignment</u>. Grantee may assign its rights hereunder in whole or in part to any person or entity without notice to or consent from Grantor. After delivery by Grantee to Grantor of an instrument of assumption by an assignee that assumes all of the obligations of Grantee under this Easement, Grantee will be relieved of all liability hereunder.

6. Warranties and Agreements.

- (a) Grantor represents and warrants that it is the owner in fee simple of the Grantor Property, free and clear of all liens and encumbrances, and that it alone has full right to grant the Easements. Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the easement rights without any hindrance, molestation or ejection by Grantor, its successors or assigns, or those claiming through them. Grantor shall have no right to use or permit to be used the Grantor Property in any manner that is inconsistent with Grantee's rights hereunder. Grantor hereby covenants and represents that with respect to the Tower Area and Access and (Guy and/or Utility) Areas: (i) there currently exist no leases, subleases, licenses, management agreements, concessions or other agreements, written or oral, granting to any party or parties the right of use, management, or occupancy of any portion of the Tower Area and Access and (Guy and/or Utility) Areas, other than leases disclosed to Grantee in writing; (ii) there are no outstanding options or rights of first refusal to purchase the Grantor Property or any portion thereof or interest therein; and (iii) there are no parties (other than Grantor and lessees disclosed to Grantee in writing) in possession of the Tower Area and Access and (Guy and/or Utility) Areas.
- (b) Grantor shall not cause or permit the construction of radio or communications towers on the Grantor Property or on any other property of Grantor adjacent to or in the immediate vicinity of the Grantor Property, except for towers constructed by Grantee, its successors and assigns.
- (c) Grantor shall promptly pay all real estate taxes and assessments against the Grantor Property when due and shall avoid any delinquencies with respect thereto. If Grantor fails to make any such payments Grantee may (without obligation), after providing ten (10) days written notice to Grantor, make such payment or perform such obligation on behalf of Grantor. The full amount of any payments so made or costs so incurred by Grantee (including any attorneys' fees incurred in connection with Grantee performing such obligation) shall be paid by Grantor to Grantee with interest at the statutory rate thereon.
- (d) Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Tower Area or cause any tower on the Tower Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it may not, and shall not, subdivide any master tract of which the Grantor Property is a part without first seeking Grantee's written approval, which approval shall not be unreasonably withheld. Grantee's consent may be withheld if any such subdivision will adversely affect the Tower Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects Grantee's ability to utilize the Grantor Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of the Grantor Property or any property of Grantor contiguous to, surrounding, or in the vicinity of the Grantor Property, or

impose or consent to any other restriction that would prevent or limit Grantee from using the Grantor Property for the uses intended by Grantee.

- (e) Grantor shall cooperate with Grantee in any effort by Grantee to obtain certificates, permits, licenses, and other approvals that may be required by any governmental authorities. Grantor agrees to execute any necessary applications, consents or other documents as reasonably necessary for Grantee to apply for and obtain the proper zoning approvals required to use and maintain the Grantor Property as a communications tower site.
- (f) Grantor has complied with all environmental, health, and safety laws with respect to the Grantor Property, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against Grantor or regarding the Grantor Property alleging any failure so to comply. Without limiting the generality of the preceding sentence, Grantor and the Grantor Property are in compliance with all environmental, health, and safety laws. No asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other hazardous materials have been placed on or in the Grantor Property by Grantor or, to the knowledge of Grantor, by any prior owner or user of the Grantor Property. To the knowledge of Grantor, there has been no release of or contamination by hazardous materials on the Grantor Property.
- (g) Grantor has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Grantor Property to existing highways and roads, or to sewer or other utility services serving the Grantor Property. The Grantor Property abuts on and has direct vehicular access to a public road, or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the parcel of real property, and access to the property is provided by paved public right-of-way with adequate curb cuts available.
- 7. <u>Non-Disturbance</u>. During the Term of the Easement, Grantor will not grant any other easement, ground lease, or other similar interest upon or within any property including or adjacent to the Grantor Property, for any of the uses contemplated herein, and Grantor will not grant any other easement or ground lease to any party if such easement or ground lease would in any way effect or interfere with Grantee's radio/communications equipment and/or antennas.
- 8. <u>Signal Blockage and/or Transmission Interruption</u>. Grantee is utilizing the Grantor Property for the purpose of transmitting and receiving telecommunication signals to and from the Grantor Property. Grantee and Grantor recognize that the purpose behind the Easement would be frustrated if the telecommunication signals were partially or totally blocked or if an obstruction were built that would cause interference with such transmission. Grantor, its successors and assigns, shall use its best efforts to prevent the occurrence of any of the foregoing upon or within any property owned by, or otherwise under the control of Grantor, and shall promptly undertake any remedial action necessary to do so.
- 9. <u>Notice and Payments</u>. Any notice, document or payment required or permitted to be delivered or remitted hereunder or by law shall be deemed to be delivered or remitted, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed to the parties hereto at the respective addresses set out below, or at such other address as they shall have theretofore specified by written notice delivered in accordance herewith:

Grantor:

Lake Limited

7530 Brighton Point Drive Salt Lake City, UT 8421 Attn: D. Scott Lake

Phone No.: (801) 359-7681

Grantee:

Global Signal Acquisitions IV LLC 301 N. Cattlemen Road, Suite 300

Sarasota, FL 34232

Attention: Legal Department Phone No.: (941) 364-8886 Fax No: (941) 364-8761

3025630 Alley (BUN 880617)

- 10. Force Majeure. The time for performance by either party of any term, provision, or covenant of this Easement shall be deemed extended by the time lost due to delays resulting from acts of God, strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, lack of access to required utilities, and any other cause not within the control of either party, as the case may be.
- 11. <u>Indemnities</u>. Grantor hereby indemnifies, holds harmless, and agrees to defend Grantee, and its officers, directors, shareholders, agents, employees, and attorneys, for, from, and against all damages asserted against or incurred by any of them by reason of, or resulting from: (i) the invalidity of, or a breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein, (ii) any act or omission of Grantor, its agents, guests, licensees, and/or invitees, (iii) Grantor's authorized or unauthorized use of the Grantor Property, if any, or any property adjacent to the Grantor Property. Grantee hereby indemnifies, holds harmless, and agrees to defend Grantor, and, if applicable, Grantor's officers, directors, shareholders, agents, employees, and attorneys, for, from, and against all damages asserted against or incurred by any of them by reason of, or resulting from: (i) the invalidity of, or a breach by Grantee of any representation, warranty, or covenant of Grantee contained herein, (ii) Grantee's occupation and use of the Grantor Property, provided that any such claim, damage, loss, or expense is caused in whole or in part by any negligent act or omission of the Grantee, its agents, guests, and/or invitees.
- 12. Governing Law/Remedies. This Easement, and the rights and obligations of the parties hereto, shall be governed by the law of the State where the Grantor Property is located. Grantor and Grantee shall be entitled to exercise any and all remedies available either at law or in equity, and the prevailing party shall have the right to recover damages and reasonable attorneys' fees and costs in connection with any legal proceeding arising from or based on this Easement, including appeal. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment. Furthermore, Grantor acknowledges that a refusal by Grantor to consummate the transactions contemplated hereby will cause irrevocable harm to Grantee for which there may be no adequate remedy at law and for which the ascertainment of damages would be difficult. Therefore, Grantee shall be entitled, in addition to and without having to prove the inadequacy of other remedies at law, to specific performance of this Easement, as well as injunctive relief, without being required to post bond or other security.
- 13. <u>Insurance</u>. During the Term of the Easement, Grantee shall carry, at no cost to Grantor, adequate comprehensive liability insurance with limits of not less than \$1,000,000.00. Grantor hereby agrees that Grantee may satisfy this requirement pursuant to master policies of insurance covering other locations of Grantee. Grantee shall provide evidence of such insurance to Grantor upon request.
- 14. <u>Condemnation</u>. If all of the Grantor Property (or if less than all, but Grantee reasonably determines that the remaining portion cannot be operated for the intended purposes), shall be acquired by the right of condemnation or eminent domain for any public or quasi public use or purpose, or sold to a condemning authority under threat of condemnation, then the Term of the Easement shall cease and terminate as of the date of title vesting in such proceeding (or sale). In the event of any condemnation, taking, or sale, whether in whole or part, Grantee and Grantor shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed. Termination of this Easement shall not affect the right of the parties to such awards.
- 15. Taxes. During the Term of the Easement, Grantee shall pay all real and personal property taxes attributable to the Tower Area. Notwithstanding anything contained herein to the contrary, Grantee's obligation to pay such taxes is conditioned upon Grantor first causing the Tower Area to be separately assessed for tax purposes, if the Tower Area is not already separately assessed. In connection therewith, Grantor shall direct the applicable tax authority to submit the appropriate bill/invoice therefore directly to Grantee at the address identified herein. Beginning on the date the Tower Area is separately assessed for tax purposes, and continuing thereafter during the Term of the Easement, Grantee shall be responsible for all real and personal property taxes attributable to the Tower Area upon receipt of the appropriate bill/invoice.
- 16. <u>Assignment of Ground Lease</u>. Grantor and Grantee hereby recognize and agree that there is a certain PCS Site Agreement between Grantor and Sprint Spectrum, L.P., dated January 29, 1999 ("The Ground Lease"). Grantor represents and warrants that (i) there are no existing defaults, events of default or events, occurrences, or acts that, with the giving of notice or lapse of time or both, would constitute a default by either Grantor or Lessee under the Ground Lease; and (ii) the monthly rent and all other sums due under the Ground Lease are fully paid and

current. The parties hereto have executed an Assignment of Ground Lease contemporaneously with the execution of this Easement.

- 17. Other Utility Easement. To the extent that any public utility benefits the Tower Area and Access and Utility Area without valid easement, Grantor also grants and conveys unto Grantee, its tenants, licensees, successors, assigns, assignees, and sublessees, full, complete, uninterrupted and unconditional access to and from the Grantor Property, seven days a week, 24 hours a day, over and across the common areas of any other adjacent property now or hereafter owned by Grantor, for, without limitation, ingress and egress to and from the Grantor Property, as well as the installation, location, and maintenance of overhead and/or underground utility connections, including electric, telephone, gas, water, sewer, and any other utility connection. The rights conferred pursuant to this paragraph may be partially assigned by Grantee to any private or public utility authority to provide utilities to the Grantor Property, or to otherwise further effect this provision.
- 18. <u>Binding Effect</u>. This Easement shall be binding on and inure to the benefit of the parties hereto and their respective lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, and easements created in this Easement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.
- 19. <u>Modification</u>. This Easement may not be amended or modified except by a written instrument signed by each of the parties hereto.
- 20. Non-Waiver. The failure of either party to insist upon compliance by the other party with any obligation, or exercise of any remedy, does not waive the right to do so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults hereunder does not constitute a waiver of any other delinquency or default.
- 21. <u>Non-Homestead</u>. Grantor hereby warrants and covenants that the Grantor does not reside on or within the Tower Area and Access and (Guy and/or Utility) Areas, nor on any property contiguous therewith.
- 22. This Easement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
 - 23. This Easement shall be recorded upon the request of the Grantor or Grantee.
- 24. Holding Over by Grantee. Should Grantee or any assignee, sublessee or licensee of Grantee hold over the Tower Area and Access and (Guy and/or Utility) Areas, or any party thereof after the expiration of the Term, unless otherwise agreed in writing, such holdover shall constitute and be construed as a leasehold tenancy from month-to-month only, but otherwise upon the same terms and conditions set forth herein. Monthly rent shall be determined by the fair marker rental value of the Tower Area and Access and (Guy and/or Utility) Areas (at the time of any such holdover), for the purposes of the location of communication towers at that time.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement on the date first written above.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES TO FOLLOW. Witnesses:

Print Name: Kathleyu Bennion

Print Name: / Trac

STATE OF UTAH
COUNTY OF Salt lake

GRANTOR: Lake Limited,

a Utah Limited Partnership

Name: D. Scott Lake
Its: General Partner

Personally appeared before me, the undersigned authority in and for the said county and state, on this day of February, 2007, within in my jurisdiction, the within named D. Scott Lake, who acknowledged that he is a General Partner of Lake Limited, a Utah Limited Partnership, and that for and on behalf of the said partnership, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said partnership so to do. He personally known to me or has produced ______ (type of identification) as identification.

NOTARIAL SEAL

Sain M

NOTARY PUBLIC
TAMMY DAHN
987 S. West Temple
Salt Lake City, Utah 84101
My Commission Expires
October 10, 2010
STATE OF UTAH

Name:

ame: 12m

10/10/2016

Print Name: Bocky L. Brodkorb

Print Name: TOSEPH P. KNISCU

GRANTEE:

Global Signal Acquisitions IV LLC,

a Delaware limited liability company

By: ___ Name: As its:

MIKE HENNIGAN

FEB 1 4 2007

STATE OF FLORIDA COUNTY OF SARASOTA

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this public day of February, 2007, within my jurisdiction, the within named the Hennis who acknowledged that he is Ev? of Global Signal Acquisitions IV LLC, a Delaware limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do. He is personally known to me or has produced (type of identification) as identification.

NOTARIAL SEAL

Mary Lou DiMaggio
MY COMMISSION # DD236359 EXPIRES
July 30, 2007

Name: Mary Lou Di Maggio
Notary – State of

My Commission Expires: 7-3.0-07

EXHIBIT A

GRANTOR PROPERTY

Parcel 1:

Commencing 200 feet East of the Northwest corner of Lot 10, Block 22, Five Acre Plat "A", Big Field Survey, and running thence East 193 feet; thence South 254.1 feet; thence West 193 feet; thence North 254.1 feet to the place of commencement.

Parcel 2:

Commencing at the Northwest corner of Lot 10, Block 22, Five Acre Plat "A", Big Field Survey, Salt Lake City, Salt Lake County, Utah, thence East along the North line of said Lot 10, 154 feet to the Northeast corner of a tract of land conveyed to John Q. Woodruff from the Grantor by Deed dated November 5, 1959, and being the true point of beginning; thence South along the East line of said Woodruff Tract 94.1 feet; thence leaving said Woodruff Tract East 18 feet, more or less, along the Grantor's property line; thence South along the Grantor's property line 160 feet to the North line of said Fayette Avenue; thence East along the North line of said Fayette Avenue 28 feet to the Easterly property line of the Grantor; thence North along said Easterly property line of the Grantor 254.1 feet to the North line of said Lot 10; thence West along the North line of said Lot 10, 12.5 feet; thence West 33.5 feet, more or less, to the point of commencement.

AND BEING the same property conveyed to Lake Limited, a Utah Limited Partnership from Michael S. Lake and D. Scott Lake by Warranty Deed dated June 15, 1995 and recorded June 15, 1995 in Deed Book 7169, Page 613.

Tax ID# 15122800430000 15122800160000

EXHIBIT B - TOWER AREA

A 600 square foot area surrounding a tower and equipment built pursuant to the Ground Lease lying entirely within the property described in Exhibit A and being more particularly described as follows:

BEING A PORTION OF PARCEL 2, LOT 10, BLOCK 22, 5-ACRE PLAT "A" ON FILE IN THE SALT LAKE CITY SURVEYOR'S OFFICE, SALT LAKE CITY, SALT LAKE COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE SOUTH 8948'33" EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL 2, 1.00 FEET; THENCE DEPARTING SAID NORTHERLY LINE SOUTH 0012'30" WEST, 1.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 8948'33" EAST, 20.00 FEET; THENCE SOUTH 0012'30" WEST, 30.00 FEET; THENCE NORTH 8012'30" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

THE TOWER SITE CONTAINS 600 SQUARE FEET MORE OR LESS.

EXHIBIT C - ACCESS AND (GUY AND/OR UTILITY) AREAS

12' WIDE ACCESS AND UTILITY EASEMENT:

BEING A PORTION OF PARCEL 2, LOT 10, BLOCK 22, 5-ACRE PLAT "A" ON FILE IN THE SALT LAKE CITY SURVEYOR'S OFFICE, SALT LAKE CITY, SALT LAKE COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT, 6 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE SOUTH 8948'33" EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL 2, 1.00 FEET; THENCE DEPARTING SAID NORTHERLY LINE SOUTH 0012'30" WEST, 1.00 FEET; THENCE SOUTH 8948'33" EAST, 20.00 FEET; THENCE SOUTH 0012'30" WEST, 30.00 FEET; THENCE NORTH 8948'33" WEST, 6.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0012'30" WEST, 20.00 FEET; THENCE SOUTH 1500'00" EAST, 34.31 FEET; THENCE SOUTH 0012'30" WEST, 170.20 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF FAYETTE AVENUE.

THIS PARCEL CONTAINS 0.06 ACRES OR 2694 SQUARE FEET MORE OR LESS.

THE LINES ARE TO BE PROLONGED OR SHORTEN AS TO MATCH THE EXISTING RIGHT-OF-WAY ON THE SOUTH AND THE TOWER SITE ON THE NORTH.

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This instrument was prepared by: Legal Department Global Signal Acquisitions IV LLC 301 N. Cattlemen Road #300 Sarasota FL 34232

3025630 Alley (BUN 880617)