

10-3

12615217  
09/13/2017 11:52 AM \$31.00  
Book - 10598 Pg - 374-383  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
FIDELITY NATIONAL TITLE GROUP  
7130 GLEN FOREST DR. SUITE 300  
RICHMOND VA 23226  
BY: NMA, DEPUTY - MA 10 P.

**EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT**

PIN: 33-01-226-001

STATE OF: UTAH  
COUNTY OF: SALT LAKE

Document Date: December 12, 2014

**GRANTOR:** CAZCO ENTERPRISES, LIMITED LIABILITY COMPANY,  
Address: 598 West 11400 South  
So. Jordan, UT 84065

**GRANTEE:** LANDMARK INFRASTRUCTURE HOLDING COMPANY  
LLC  
Address: P.O. Box 3429  
2141 Rosecrans Avenue, Suite 2100  
El Segundo, CA 90245

Legal Description: Attached as Exhibit A.

**Prepared by:**  
Landmark Dividend LLC  
2141 Rosecrans Ave, Suite 2100  
El Segundo, CA 90245  
TC143637

**Return after recording to:**  
Fidelity National Title Group  
Attn: Melissa Cater  
7130 Glen Forest Drive #300  
Richmond, VA 23226  
FTC Order No: 19 521 480

**EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT**

This Easement and Assignment of Lease Agreement (this "**Agreement**") dated December 12, 2014 (the "**Effective Date**") is by and between **CAZCO ENTERPRISES, LIMITED LIABILITY COMPANY**, a Utah limited liability company ("**Grantor**"), and **LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC**, a Delaware limited liability company ("**Grantee**"); and

**WHEREAS** Grantor owns certain real property located at: 132 W 13490 S, Draper Utah 84020 ("**Property**"); and more particularly described in Exhibit A attached hereto; and

**WHEREAS** Grantor intends to grant to Grantee an exclusive easement (the "**Telecom Easement**") in, to, under and over a certain portion of the Property described in Exhibit B attached hereto (the "**Telecom Easement Area**") for telecommunications purposes, and a non-exclusive easement (the "**Access Easement**") in, to, under and over certain portions of the Property described in Exhibit C attached hereto (the "**Access Easement Area**") for ingress, egress, maintenance and utility service for and to the Telecom Easement (the Telecom Easement and the Access Easement may be collectively referred to herein as the "**Easement**"); and

**WHEREAS** Grantor intends to sell, assign, set over, convey and transfer the existing telecommunications lease(s) or license(s) ("**Lease(s)**") more particularly described in Exhibit D to Grantee; and

**WHEREAS** Grantor intends to allow Grantee to use the Easement in order that Grantee may lease space to Tenants in the telecommunications business; and

**NOW THEREFORE**, In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **INCORPORATION BY REFERENCE.** The terms and conditions of that Purchase and Sale of Telecom Easement and Assignment Agreement ("**EPA**") of even date herewith are incorporated herein by reference. All capitalized terms used in this Agreement, unless otherwise defined herein, will have the same meanings as the terms contained in the EPA.
2. **GRANT OF EASEMENT.** Grantor hereby grants to Grantee an exclusive easement over the Telecom Easement Area for the purpose of leasing space on the Property to telecommunications tenant(s) and uses associated with the exercise rights of telecommunications tenants under such leases.
3. **TERM.** Commencing on 12-14-14 (the "**Commencement Date**"), the Term of this Agreement shall be 99 years.
4. **TERMINATION.** Grantor may not terminate this Agreement; provided however, that in the event that Grantee voluntarily ceases to use the Easement for a continuous period of five (5) years, the Easement shall be deemed abandoned and this Agreement shall automatically terminate.
5. **ASSIGNMENT OF LEASE(S).** As part of the consideration provided for this Agreement, Grantor hereby assigns and conveys all of its right, title and interest in and to the Lease(s), more particularly described in Exhibit D. Grantor shall retain and continue to faithfully perform and discharge any and all of Grantor's obligations as lessor under the Lease(s) and Grantee assumes no obligations thereunder.
6. **NON-EXCLUSIVE ACCESS EASEMENT.** As part of the consideration for this Agreement, Grantor hereby grants to Grantee the Access Easement in, to, under and across the Property adequate to allow ingress and egress, operation, maintenance of and utility service to the Telecom Easement Area.
7. **REPRESENTATIONS AND COVENANTS OF GRANTOR.** Grantor represents and warrants to Grantee, as of the date hereof, that:

a. This Agreement and any other documents executed by Grantor in connection with it constitute the legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with their terms.

b. The execution, delivery and performance by Grantor of this Agreement does not and will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or of any agreement to which Grantor is a party including, without limitation, permits, mortgages and deeds of trust, or by which Grantor or the Property is bound and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Grantor is subject.

c. There is no pending or threatened action, judgment, order, decree, or proceeding (including any bankruptcy, insolvency, eminent domain, zoning or other land use regulation actions) that, if determined against Grantor, would adversely affect Grantor's ability to grant the Easement or such other documents or to perform its obligations hereunder or thereunder, or limit Grantee's ability to use the Easement as contemplated herein. Grantor has received no notice from any governmental or quasi-governmental authority either that the Property or the use thereof violates any statutes, ordinances, orders or regulations affecting any portion of the Property.

d. Grantor owns one hundred percent (100%) of the fee title to the Property and the lessor's interest in and to the Lease(s).

e. Grantor has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Lease(s), or any portion of the Property the Easement occupies, except as expressly disclosed to Grantee in writing. Except for the Lease(s), Grantor has not executed or otherwise entered into any leases, tenancies, license or concession agreements, occupancy agreements or other agreements with respect to rights that would adversely affect Grantee's, or Grantee's tenants, possession or occupancy of any portion of the Easement or use of the Property pursuant to this Agreement or the Lease(s).

f. Grantor shall not allow or permit a breach of default to occur under the Leases and Grantor shall comply with all applicable laws which may affect the Property.

g. Grantor shall not settle or compromise any insurance claim or condemnation award relating to the Easement without Grantee's prior written approval, which shall not be unreasonably withheld.

h. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to use any portion of the Property, or the Easement in a way which interferes with the operations of tenants under the Leases, or any other of Grantee's future lessees or licensees, or to interfere with the Access Easement. Such interference shall be deemed a material breach by Grantor.

**8. SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. This Agreement shall run with the land upon which the Easement is located, and Grantor shall, in any and all deeds or other documents related to the sale, conveyance, assignment, mortgage, pledge, or other encumbrance or transfer of the Property, expressly provide that the Property is subject to all rights, liabilities and obligations under this Agreement (including without limitation, with respect to the Easement). Grantor hereby expressly acknowledges and agrees that Grantee may from time to time sell, convey, assign, mortgage, pledge, encumber, hypothecate, securitize or otherwise transfer some or all of Grantee's right, title and interest in and to this Agreement, the Easement, the Telecom Easement Area and/or the Access Easement Area without notice to or consent of Grantor.

**9. ENVIRONMENTAL REPRESENTATIONS.**

a. **Grantor Environmental Representation.** Grantor represents that it has no knowledge of any substance, chemical or waste (collectively "**Hazardous Substance**") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Grantor shall not introduce or use (or permit the use of) any Hazardous Substance on the Property in violation of any applicable federal, state or local environmental laws. Grantor shall be responsible for (and shall promptly conduct any investigation and remediation as required by any applicable environmental laws) all spills or other releases of any Hazardous Substance not caused solely by Grantee, that have occurred or which may occur on the Property.

b. **Grantee Environmental Representations.** Grantee shall not introduce or use any Hazardous Substance on the Property or the Easement in violation of any applicable federal, state or local environmental laws. Notwithstanding the foregoing, Grantee shall not be responsible for any Hazardous Substances arising or present on or before the Effective Date. Liability of Grantee for any claims with respect to any Hazardous Substances at the Property or the Easement shall be limited to contamination which is shown by clear evidence to have been solely caused by a release of a Hazardous Substance by Grantee after the Effective Date, and in violation of any applicable federal, state or local environmental laws.

c. **Mutual Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substance on the Property caused by the other party. This indemnification shall also apply to the migration of any Hazardous Substance to other properties, and the release of any Hazardous Substance into the environment that relate to or arise from the indemnitor's activities on the Property. Grantor agrees to defend, indemnify, protect and hold Grantee harmless from claims resulting from actions on the Property not caused by Grantee prior to, and during the Term of, this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

**10. NOTICES.** All notices, requests, demands and other communications hereunder shall be delivered by Certified Mail Return Receipt Requested, and/or a nationally recognized Overnight courier. Notice shall be deemed accepted upon proof of delivery. Notices shall be delivered:

As to Grantor:                   598 West 11400 South  
  So. Jordan, UT 84065

As to Grantee:                   c/o Landmark Dividend LLC  
  2141 Rosecrans Ave, Suite 2100  
  P.O. Box 3429  
  El Segundo, CA 90245  
  Attn: Legal Dept.

El Segundo, CA 90245  
Attn: Legal Dept.

**11. DEFAULT.** It shall be an "Event of Default" if either Grantor or Grantee fails to observe or perform any of the terms, conditions or its respective obligations set forth in this Agreement. Upon receiving written notice of such a default or breach of this Agreement, the defaulting party shall have sixty (60) days to cure such default. Notwithstanding anything herein to the contrary, if the required cure of the noticed default cannot reasonably be completed by Grantee within such 60-day period, Grantee's failure to perform shall not constitute an Event of Default so long as Grantee undertakes to cure the failure promptly and diligently and continuously pursues the cure thereof to completion. In the event that the defaulting party fails to cure such default within the cure period, the non-defaulting party shall be entitled to exercise any rights permitted by applicable law.

**12. AGREEMENT FULLY PERFORMED.** Notwithstanding anything herein to the contrary, this Agreement is deemed to be fully performed by Grantee as of the Commencement Date. In no event shall this Agreement be deemed an executory contract for purposes of the United States Bankruptcy Code, as amended (the "Code"), and this Agreement may not be rejected pursuant to Section 365 of the Code.

**13. GOVERNING LAW; CERTAIN WAIVERS.**

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

(b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING TO ENFORCE OR INTERPRET THIS AGREEMENT.

(c) EACH PARTY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE APPLICABLE UNITED STATES DISTRICT COURT FOR THE DISTRICT THE PROPERTY IS LOCATED IN, AND EACH PARTY WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE IN SUCH COURT, WHETHER ON THE BASIS OF INCONVENIENT FORUM OR OTHERWISE.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

GRANTOR:

CAZCO Enterprises, Limited Liability Company,  
a limited liability company

By: [Signature]  
Name: Craig S. Cazier  
Its: Manager

Date: 12-12-14

STATE OF Utah )  
COUNTY OF Washington ) ss.

On 12 December, 2014, before me, Jeri Sue Stewart, a Notary Public in and for said County and State, personally appeared Craig S. Cazier, 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 entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

[Signature]  
Notary Public  
My Commission Expires: 4/1/15

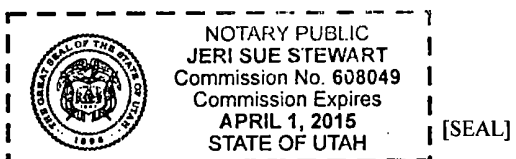




EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Beginning South  $89^{\circ}05'16''$  West 163.9 feet and South  $0^{\circ}01'44''$  East 84 feet and South  $89^{\circ}58'16''$  West 572.15 feet from the Northeast corner of Section 1, Township 4 South, Range 1 West, Salt Lake Meridian, and running thence South  $0^{\circ}01'44''$  East 228.4 feet; thence North  $89^{\circ}05'16''$  East 136.56 feet, more or less; thence South  $0^{\circ}01'44''$  East 250 feet; thence South  $89^{\circ}05'16''$  West 668.87 feet, more or less; thence North 562.40 feet, more or less, to the North section line of said Section 1; thence North  $89^{\circ}58'16''$  East 585.62 feet, more or less; thence South  $0^{\circ}01'44''$  East 84 feet; thence South  $89^{\circ}58'16''$  West 53.58 feet to beginning.

Less and excepting any portion within the Jordan and Salt Lake Canal.

Also less and excepting those certain tracts condemned by that certain Final Order of Condemnation recorded May 6, 1998 as Entry No. 6954154 in Book 7969 at Page 1353, more particularly described as follows:

A parcel of land in fee for the purpose of constructing thereon an access read incident to the construction of an expressway known as Project No. 0154 being part of an entire tract or property situate in Lot 1 of Section 1, Township 4 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of an Easterly boundary line of said entire tract and the Northerly right of way line of 13490 South Street, which point is 171.806 meters South and 182,484 meters West from the Northeast corner of said Section 1, said point also being 171.720 meters South  $0^{\circ}01'44''$  East and 145.383 meters South  $89^{\circ}05'16''$  West from the West Witness Monument for said Northeast corner of Section 1, located at 13400 South Street and the West Frontage Road; thence South  $89^{\circ}05'16''$  West 29.760 meters along said Northerly right of way line of 134900 South Street to a point 10.973 meters perpendicularly distant Northerly from the center line of said 13490 South Street, opposite Engineer Station 10+013.383; thence North  $0^{\circ}01'04''$  West 1.829 meters; thence Easterly 29.928 meters along the arc of a 162.164 radius curve to the left (chord bears North  $84^{\circ}04'42''$  East 29.886 meters) along a line concentric with said center line to said Easterly boundary line; thence South  $0^{\circ}01'44''$  East 4.578 meters along said Easterly boundary line to the point of beginning.

EXHIBIT B

TELECOM EASEMENT AREA DESCRIPTION

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DRAPER CITY, SALT LAKE COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 01; THENCE NORTH 89°36'08" EAST, ALONG THE NORTH LINE, 1326.30 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°23'52" EAST, 100.48 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°29'41" EAST, 40.32 FEET; THENCE SOUTH 00°53'58" EAST, 39.23 FEET; THENCE SOUTH 88°13'09" WEST, 40.32 FEET; THENCE NORTH 00°53'58" WEST, 40.13 FEET TO THE POINT OF BEGINNING.

TOWER EASEMENT CONTAINS 1600 SQUARE FEET OR 0.037 ACRES MORE OR LESS.

**Grantor acknowledges and agrees that Grantee may survey the Telecom Easement Area, at Grantee's expense, and provide Grantor with a copy of such survey for Grantor's review and approval, which approval shall not be unreasonably denied, delayed or conditioned. Upon receipt of Grantor's approval, Grantee may amend, append, revise or replace this Exhibit B to include the approved survey of the Telecom Easement Area in Exhibit B. In the event of a conflict between the description of the Telecom Easement or the Telecom Easement Area attached, included or referenced in the EPA and the description of the Telecom Easement or the Telecom Easement Area attached, included or referenced in this Easement and Assignment of Lease Agreement, the description of the Telecom Easement or Telecom Easement Area attached, included or referenced in this Easement and Assignment of Lease Agreement shall control.**



EXHIBIT C

ACCESS EASEMENT AREA DESCRIPTION

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DRAPER CITY, SALT LAKE COUNTY, UTAH AND BEING THE CENTERLINE OF A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT BEING 6 FEET EITHER SIDE OF THE FOLLOWING DESCRIPTION:

COMMENCING AT THE NORTH QUARTER CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 01; THENCE NORTH 89°36'08" EAST, ALONG THE NORTH LINE, 1366.73 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°23'52" EAST, 112.99 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°06'02" EAST, 59.45 FEET; THENCE SOUTH 00°53'58" EAST, 225.29 FEET; THENCE SOUTH 20°07'19" WEST, 80.23 FEET; THENCE SOUTH 00°10'02" EAST, 147.32 FEET TO THE POINT OF TERMINATION.

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE NORTHERLY LINE OF 13490 SOUTH STREET AND THE EASTERLY LINE OF THE TOWER EASEMENT AREA.

ACCESS AND UTILITY EASEMENT CONTAINS 6147 SQUARE FEET OR 0.141 ACRES MORE OR LESS.

**Grantor acknowledges and agrees that Grantee may survey the Access Easement Area, at Grantee's expense, and provide Grantor with a copy of such survey for Grantor's review and approval, which approval shall not be unreasonably denied, delayed or conditioned. Upon receipt of Grantor's approval, Grantee may amend, append, revise or replace this Exhibit C to include the approved survey of the Access Easement Area in Exhibit C.**

EXHIBIT D

LEASE DESCRIPTION

(TC143637)

That certain Site Lease With Option Agreement dated January 2, 2003, by and between Cazco Enterprises Limited Liability Company ("Lessor") and VoiceStream PCS II Corporation, predecessor-in-interest to Crown Castle ("Lessee"), together with any amendments, modifications or assignments, for which a Memorandum of Lease is duly recorded May 2, 2003 as Entry No. 8637707 in Book 8791 at Page 2215 of the Official Records and thereafter, by Memorandum of Lease recorded on April 8, 2010 as Entry 10985076 in Book 9838 at Page 7729 of the Official Records.