

WHEN RECORDED RETURN TO:

*EAGLE MOUNTAIN CITY
C/O FRONNIANA KOFOE, CITY RECORDER
1050 E. STAGELOACH RUN
EAGLE MOUNTAIN, UT 84005*

ENT 80378:2013 PG 1 of 8
Jeffery Smith
Utah County Recorder
2013 Aug 21 02:41 PM FEE 26.00 BY SW
RECORDED FOR Crown Castle USA
ELECTRONICALLY RECORDED

Space above this line for Recorder's Use

A.P.N. 58-040-0228

ACCESS EASEMENT AGREEMENT

Grantor: Eagle Mountain City, a municipal corporation of the State of Utah

Grantor's Property: As described on Exhibit A attached hereto.

Grantee: Global Signal Acquisitions IV LLC, a Delaware limited liability company

Benefited Property: As described on Exhibit B attached hereto.

Easement Area: As described on Exhibit C attached hereto.

THIS ACCESS EASEMENT AGREEMENT (the "Agreement") is made this 3 day of April, 2013, by and between EAGLE MOUNTAIN CITY, a municipal corporation of the State of Utah ("Grantor") and GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company ("Grantee").

1. **Grant.** Grantee holds, or will soon hold, certain rights and interests in a communications tower and related facilities on the Benefited Property (collectively "Communications Facility") and is desirous to obtain an easement over Grantor's Property in order to access the Communications Facility. For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Grantee, its successors and assigns, a non-exclusive, easement for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a sixteen foot wide right-of-way, as is more particularly described by metes and bounds in Exhibit "C" (the "Easement Area") for the exclusive purpose of ingress and egress to the Communications Facility, as such facilities may be altered or expanded.

2. **Easement Term.** This Easement and Grantee's rights and privileges hereunder shall continue for a period of five (5) years from the date of this Agreement.

3. **Extensions.** This Easement may be extended for additional periods of five (5) years upon written consent of Grantor.

4. **Removal of Obstructions.** Grantor shall not place or allow to be placed obstructions within the Easement Area or alter the Easement Area in such a way as to materially impair Grantee's access across the Easement Area. Grantee shall have the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Grantee's use of the Easement Area. Grantee shall be responsible for disposing of any materials related to the removal of obstructions.

5. **Entire Agreement.** Grantor and Grantee agree that this Easement Agreement contains all of the agreements, promises and understandings between Grantor and Grantee. No oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

6. **Partial Invalidity.** If any term of this Easement Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement Agreement, which shall continue in full force and effect.

7. **Counterparts.** This Easement Agreement may be executed in counterparts, which taken together, shall be considered on and the same agreement.

8. **Applicable Law.** This Easement Agreement shall be construed shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Agreement shall be Utah County, Utah.

9. **Successors and Assigns.** The terms of this Easement Agreement shall constitute a covenant running with the Grantor's Property for the benefit of Grantee and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement Agreement and Grantee's rights hereunder.

10. **Assignment.** The parties hereto expressly intend that the easements granted herein shall be transferable, assignable, inheritable, divisible and apportionable. In addition, Grantee has the right, within its sole discretion, to grant sub-easements or licenses over any portion of the Easement Area. Any such transfer shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto.

11. **Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation."

[Signature pages follow]

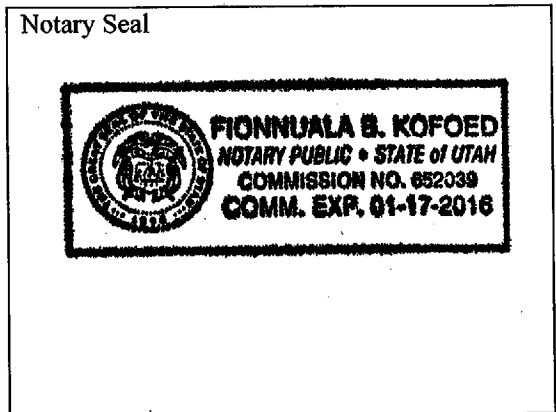
GRANTOR:
EAGLE MOUNTAIN CITY, a municipal corporation of the State of Utah

By: *[Signature]*
Print Name: HEATHER JACKSON
Title: MAYOR

STATE OF Utah)
)ss.
COUNTY OF Utah)

On this 3 day of April 2013, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Heather Anne Jackson, the Mayor of Eagle Mountain City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



[Signature]
(Signature of Notary)
My Commission Expires: 1-17-2016

EXHIBIT A
(Grantor's Property)

Situate in the County of Utah, State of Utah, described as follows:

BEGINNING at a point which is South 89°43'21" East 882.86 feet along section line and South 2210.49 feet from the Northwest corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence North 83°32'28" East 357.08 feet; thence South 06°27'32" East 246.13 feet to the northerly right-of-way of Pony Express Parkway; thence South 83°32'28" West 357.08 feet along said right-of-way; thence North 06°27'32" West 246.13 feet to the Point of Beginning.

Contains 2.0176 acres.

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EXHIBIT B
(Benefited Property)

BEGINNING at a point which lies South 88°34'03" West 1237.21 feet along Section line and South 1019.73 feet from the North Quarter corner of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 64°15'28" East 60.00 feet; thence South 25°44'29" East 40.00 feet; thence South 64°15'31" West 60.00 feet; thence North 25°44'29" West 40.00 feet to the Point of Beginning.

Contains: 0.055 acres, more or less (as surveyed).

EXHIBIT C
(Easement Area)

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH AND BEING A 16 FOOT WIDE ACCESS AND UTILITY EASEMENT, 8' ON EITHER SIDE OF THE CENTERLINE AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 30; THENCE SOUTH $88^{\circ}34'03''$ WEST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, 1229.79 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH, 2403.73 FEET TO A POINT ON THE EASTERLY LINE OF THE EAGLE MOUNTAIN CITY PROPERTY, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH $83^{\circ}03'02''$ WEST, 15.67 FEET; THENCE SOUTH $78^{\circ}59'03''$ WEST, 155.93 FEET; THENCE SOUTH $68^{\circ}48'48''$ WEST, 47.66 FEET; THENCE SOUTH $48^{\circ}22'26''$ WEST, 43.30 FEET; THENCE SOUTH $30^{\circ}29'07''$ WEST, 30.06 FEET TO THE POINT OF TERMINUS.

16 FOOT WIDE ACCESS EASEMENT CONTAINS 0.107 ACRES OR 4681.88 SQUARE FEET MORE OR LESS.

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE NORTHERLY RIGHT OF WAY LINE OF PONY EXPRESS PARKWAY AND THE EASTERLY LINE OF THE EAGLE MOUNTAIN CITY PROPERTY.