

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Prepared by:  
Lake & Cobb, PLC  
1095 W. Rio Salado Pkwy, Suite 206  
Tempe, Arizona 85281

---

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**GRANT OF EASEMENT AND ASSIGNMENT OF LEASE**

Grantor: Boyer Lake Pointe, L.C., a Utah Limited Liability Company

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

Site Address: 1243 S. 400 West, Orem, Utah 84058

Site County: Utah

Assessor's Tax Parcel ID #: 45-487-0001

Prior Recorded Document(s) None Known  
in Utah County:

Site ID: Circuit City Orem (823121)

**This Grant of Easement conveys a right of first refusal.**

Site Name: Circuit City Orem  
BUN: 823121

**GRANT OF EASEMENT AND ASSIGNMENT OF LEASE**

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the "Easement") is made effective this 22 day of NOVEMBER 2013 ("Effective Date"), by and between **BOYER LAKE POINTE, L.C., a Utah Limited Liability Company** ("Grantor") and **GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company,** ("GSA IV or Grantee").

**1. Description of Grantor's Property.** Grantor is the owner of that certain land and premises in Orem, County of Utah, State of Utah, by Special Warranty Deed recorded on January 20, 2004, at Instrument No. 8976:2004, in the Public Records of Utah County, Utah, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

**2. Description of Easement.** For good and valuable consideration, the actual consideration paid or to be paid in connection with this Easement being Four Hundred Sixty Eight Thousand Two Hundred Ninety Three and 17/100 and 00/100 Dollars (\$468,293.17), the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto GSA IV, its successors and assigns, for a fifty (50) year term, an exclusive, easement for the use of a portion of Grantor's Property, that portion being described as a 30 feet by 27.73 feet parcel within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C-1" attached hereto. The Grantor also grants to GSA IV, its successors and assigns, as part of this Easement, a non-exclusive, right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a twelve (12) foot wide right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C-2" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). GSA IV will provide Grantor at least five (5) days written notice before conducting any installation, maintenance, or replacement work on the Access Easement. Any damage or other modification to the Access Easement caused by GSA IV will be repaired by GSA IV to the condition prior to the commencement of any work in the Access Easement and at GSA IV's sole cost and expense. In the event GSA IV or any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form reasonably satisfactory to GSA IV and Grantor, to GSA IV or at GSA IV's request, directly to a public utility, at no cost and in a location reasonably acceptable to GSA IV and Grantor (the "Additional Access Easement"). For any such Additional Access Easement to be effective, such easement shall be recorded among the Public Records of Utah County, Utah. Also, Grantor hereby grants to GSA IV, its successors and assigns a temporary non-exclusive construction and maintenance easement over any portion of Grantor's Property (so long as such easement doesn't materially affect Grantor's use of the Grantor's Property) within fifty (50) radius feet of the Easement Area that is reasonably necessary for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and GSA IV

shall perform any such construction or maintenance as expeditiously as possible and restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement. Notwithstanding the foregoing, Grantor may construct improvements or buildings within the construction and maintenance easement area on Grantor's Property. GSA IV will provide a minimum of forty-eight (48) hours prior written notice of its need to utilize any portion of Grantor's Property for construction or maintenance and will not interfere with Grantor's use of Grantor's Property or any improvement or building on Grantor's Property during periods of construction or maintenance.

3. **Easement Area.** The Easement Area shall be used for constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment, and uses incidental thereto for GSA IV's use and the use of its lessees, licensees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that GSA IV's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by GSA IV on the Easement Area. Notwithstanding any reference to the "Easement Area" as such term is used in this Easement or in this Section, except as provided in Section 2 above, no improvements or structures shall be constructed by GSA IV on the Access Easement. If requested by GSA IV, Grantor will execute, at GSA IV's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by GSA IV in GSA IV's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by GSA IV. In furtherance of and limited to the foregoing, Grantor hereby appoints GSA IV as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

4. **Easement Term.** This Easement and Grantee's rights and privileges hereunder shall be for a period of fifty (50) years commencing upon the Effective Date and terminating on the fiftieth (50<sup>th</sup>) anniversary thereof, unless Grantee earlier terminates this Easement as provided for herein.

5. **GSA IV's Right to Terminate.** GSA IV shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon GSA IV providing written notice of termination to Grantor. Upon termination of this Easement, this Easement shall become null and void and all of the parties shall have no further obligations to each other. Upon termination of this Easement, GSA IV shall, within a reasonable time, remove its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

6. **Hazardous Materials.**

a) GSA IV shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, GSA IV shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on the Easement Area if caused by GSA IV or persons acting under GSA IV. GSA IV shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning GSA IV's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold GSA IV harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Grantor's Property unless caused by GSA IV or persons acting under GSA IV. Grantor shall execute such affidavits, representations and the like from time to time as GSA IV may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

c) For purposes of this Easement, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

7. **Insurance.** At all times, GSA IV, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of GSA IV's business upon the Easement Area.

8. **Security of GSA IV's Communications Facilities.** GSA IV may construct a masonry fence around the perimeter of GSA IV's communications facilities consistent with the design of the fence currently enclosing the Easement Area.

9. **Removal of Obstructions.** GSA IV has the right to remove obstructions, including but not limited to vegetation but excluding permanent improvements currently existing on Grantor's Property, which encroach upon, interfere with or present a hazard to GSA IV's use of the Easement Area. GSA IV shall be responsible for disposing of any materials related to the removal of obstructions.

10. **Assignment of Lease Agreement.** The parties hereby acknowledge that certain Site Lease With Option dated January 22, 2007 by and between T-Mobile West Tower LLC, as successor to T-Mobile West Corporation ("Original Tenant"), and Grantor ("Original Lease"), as amended by the following: (i) that certain First Amendment to Site Lease with Option dated March 31, 2007; (ii) that certain Second Amendment to Site Lease with Option dated August 30, 2007; (iii) and that certain Third Amendment to Site Lease with Option dated April 12, 2010 (hereinafter the Original Lease and subsequent amendments are collectively referred to as the "Lease Agreement"). Grantor hereby assigns to GSA IV all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed reasonably necessary by GSA IV.

11. **Right of First Refusal.** If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, GSA IV shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If GSA IV fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and GSA IV's rights hereunder. If GSA IV fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect throughout the term, and GSA IV's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.

12. **Real Estate Taxes.** Grantor shall pay all real estate taxes on Grantor's Property; provided GSA IV agrees to reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the presence of wireless communications facilities within the Easement Area. Grantor agrees to provide GSA IV any documentation evidencing the increase and how such increase is attributable to GSA IV's use. GSA IV reserves the right to challenge any such assessment, and Grantor agrees to cooperate with GSA IV in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, GSA IV may, at its option, pay such real estate taxes (the "Delinquent Taxes") and GSA IV shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of 6% per annum (calculated from the date GSA IV pays the Delinquent Taxes until Grantor

Site Name: Circuit City Orem  
BUN: 823121

repays such sums due to GSA IV) and shall have a lien against Grantor's Property with respect thereto.

**13. Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage.

**14. Enforcement.**

(a) In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) days after written notice from GSA IV, GSA IV shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in GSA IV's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by GSA IV as a result of such violation (including, without limitation, GSA IV's reasonable attorneys' fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

(b) In the event GSA IV fails to cure any violation of the terms of this Easement within thirty (30) days after written notice from Grantor, Grantor shall have the right to injunctive relief, to require specific performance of this Easement, and to pursue an action for damages (including, without limitation, Grantor's reasonable attorneys fees and all reasonable costs and expenses incurred by Grantor as a result of such violations). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof. Notwithstanding anything to the contrary in this Easement, in no event may Grantor terminate this Easement as a result of GSA IV's failure to cure any violation of the terms contained herein; however, such violation remaining uncured beyond any applicable cure period shall entitle Grantor to any monetary damages allowed by law.

**15. Limitation on Damages.** In no event shall either party be liable to the other party for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

**16. Recording.** Grantor acknowledges that GSA IV intends to record this Easement with the appropriate recording officer upon execution of this Easement.

**17. Hold Harmless.** Grantor hereby indemnifies, holds harmless, and agrees to defend GSA IV against all damages asserted against or incurred by GSA IV by reason of, or resulting from: (i) the breach by Grantor of, any representation, warranty, or covenant of Grantor

contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of GSA IV or its agents. GSA IV hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by GSA IV of any representation, warranty, or covenant of GSA IV contained herein or (ii) any negligent act or omission of GSA IV, excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

**18. Grantor's Covenant of Title.** Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Easement, GSA IV shall have quiet possession, use and enjoyment of the Easement Area; and (d) that there are no aspects of title that might interfere with or be adverse to GSA IV's interests in and intended use of the Easement Area.

**19. Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), GSA IV and its lessees, licensees and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit any condition on Grantor's Property which materially interferes with GSA IV's Permitted Use. Each of the covenants made by Grantor in this Section is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

**20. Eminent Domain.** If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the whole or portion of the Easement Area and improvements so taken shall belong to GSA IV.

**21. Grantor's Property.** Grantor shall not knowingly or willingly do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise materially adversely affects GSA IV's ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit GSA IV from using the Easement Area for the uses intended by GSA IV.

**22. Entire Agreement.** Grantor and GSA IV agree that this Easement contains all of the agreements, promises and understandings between Grantor and GSA IV. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or GSA IV in any

dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

**23. Construction of Document.** Grantor and GSA IV acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

**24. Applicable Law.** This Easement and the performance thereof 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 Easement shall be Utah County, Utah.

**25. Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

If to Grantor: Boyer Lake Pointe, L.C.  
90 S. 400 W. Ste. 200  
Salt Lake City, Utah 84101-1365

If to Grantee: Global Signal Acquisitions IV LLC  
c/o Crown Castle USA Inc.  
E. Blake Hawk, General Counsel  
Attn: Legal – Real Estate Dept.  
2000 Corporate Drive  
Canonsburg, PA 15317

**26. Assignment.** The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. GSA IV has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, GSA IV has the right, within its reasonable discretion, to grant sub-easements over any portion of the Easement Area without consent. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon GSA IV sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve GSA IV from any further liability or obligation accruing hereunder on or after the date of the assignment.



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

28. **Mortgages.** This Easement shall be subordinate to any mortgage given by Grantor which encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and GSA IV's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to GSA IV a non-disturbance agreement for each such mortgage, in recordable form.

29. **Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of GSA IV 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 and GSA IV's rights hereunder.

30. **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." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor and GSA IV, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement as of the day and year first written above.

**GRANTOR:**

BOYER LAKE POINTE, L.C., a Utah Limited Liability Company

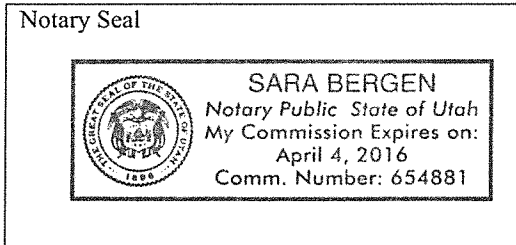
By: Boyer Lake Pointe Manager, Inc.  
Its: Manager

By: [Signature]  
Print Name: Deron Glenn  
Title: Manager

STATE OF Utah )  
 )ss.  
COUNTY OF Salt Lake )

On this 18<sup>th</sup> day of November 2013, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Deron Glenn, the manager of Boyer Lake Pointe Manager, Inc., the Manager of BOYER LAKE POINTE, L.C., known or identified to me to be the person whose name is subscribed to the foregoing Grant of Easement and Assignment of Lease, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

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: 04-04-16



**EXHIBIT "A"**  
**TO GRANT OF EASEMENT**

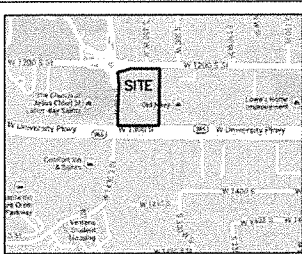
**[Description of Grantor's Property]**

LOT 1, PLAT "B", LAKE POINTE SHOPPING CENTER, OREM, UTAH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, UTAH COUNTY, UTAH.

Site Name: Circuit City Orem  
BUN: 823121

**EXHIBIT "B"**  
**TO GRANT OF EASEMENT**

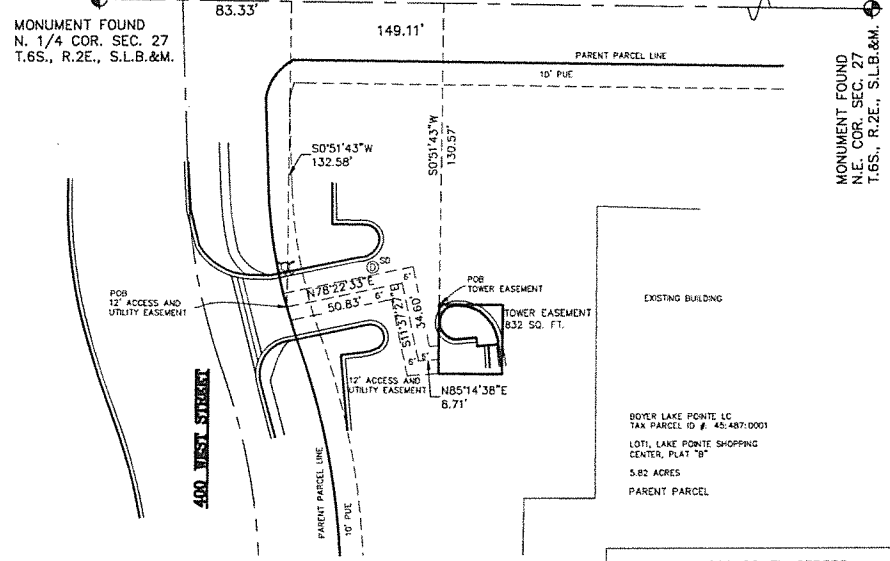
**[Site sketch including access road to property]**



POC  
TOWER EASEMENT  
ACCESS AND UTILITY  
EASEMENT

MONUMENT FOUND  
N. 1/4 COR. SEC. 27  
T.6S., R.2E., S.L.B.&M.

**1200 SOUTH STREET**  
BASIS OF BEARING  
S89°08'17"E 2681.93'



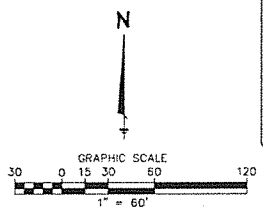
MONUMENT FOUND  
N.E. COR. SEC. 27  
T.6S., R.2E., S.L.B.&M.

- LEGEND**
- FOUND 1/2" REBAR AND CAP AS NOTED
  - RECORD DESCRIPTION DATA
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT
  - FENCE AS NOTED
  - OVER HEAD UTILITY LINES
  - WOOD UTILITY POLE
  - ELECTRIC TRANSFORMER
  - TELCO PEDESTAL
  - WATER METER
  - CABLE TELEVISION
  - CUY WIRE
  - GREASE TRAP
  - FIRE HYDRANT
  - WATER VALVE
  - PUBLIC UTILITY EASEMENT
  - ICE BRIDGE
  - ELECTRICAL SWITCH PANEL
  - METER RACK
  - STORM DRAIN MH
- ZONING: PD-5 ZONE, COMMERCIAL  
GREAT CITY PLANNING AND ZONING, UTAH COUNTY

FLOOD NOTE: 490216005A 9-24-84 ZONE "C"

OWNER: BOYER LAKE PONTE LC  
TAX PARCEL ID # 45-487-0001  
DEED REFERENCE: ENTRY #51439-2010, MAP # 13288  
RECORDED: 9-22-2010  
PLAT: LOT 1, LAKE PONTE SHOPPING CENTER PLAT "B"

AREA TABLE	SQUARE FEET	ACRES
1) PARENT PARCEL	213,603	5.82
2) TOWER EASEMENT	832	0.019
3) TOWER FOOTPRINT	304	0.007
4) ACCESS AND UTILITY EASEMENT	1,129	0.026

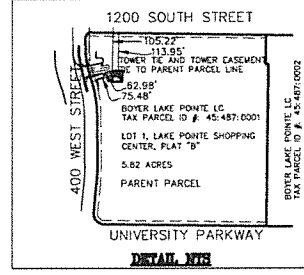


**TOWER LOCATION INFORMATION**

102.0'±1" METAL MONOPOLE

NAD 83  
LATITUDE = 40°16'29.66" N ± 20"  
LONGITUDE = 111°42'15.10" W ± 20"

GROUND ELEVATION AT BASE OF TOWER = 4719.9'± 3" NAVD88  
TOP OF TOWER HEIGHT ABOVE GROUND = 102.0'±1"  
ELEVATION AT TOP OF TOWER = 4821.9'± 3" NAVD88  
HIGHEST APPURTENANCE: ANTENNA: 0.0' +/- 1"  
ELEVATION OF TOP OF HIGHEST APPURTENANCE = 4821.9'± 3" NAVD88



**BOUNDARY SURVEY**  
IN SECTION 27,  
TOWNSHIP 6 SOUTH, RANGE 2 EAST

FILE: CROWN CASTLE

SITE: CIRCLE CITY DREAM  
REV: 02/21/12  
ADDRESS: 1214 S. 400 W.  
GREM, UTAH 84058  
UTAH COUNTY

**CROWN CASTLE**  
3530 Tompkins Way, Suite 300, Charlotte, NC 28277

NATIONAL SURVEY SERVICES COORDINATION, LLC

**GEO LINE SURVEYING, INC.**  
13450 NW 104th Terrace, Suite A  
Mableton, GA 30215  
Office (770) 418-0500 Fax (770) 452-9999  
WWW.GEOLINESURVEYING.COM

SURVEY WORK PERFORMED BY:

BYRD AND ASSOCIATES, L.L.C.  
505 SOUTH MAIN STREET  
BOUNTIFUL, UTAH 84010  
PH: 801-225-1100 FAX: 801-225-0216 FAX

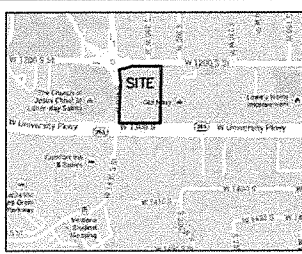
- DRAWN BY: MAB CHECKED BY: JAB # 601-63
- SURVEYOR'S NOTES**
1. BASIS OF BEARING: N89°08'17"W—BEING THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 27, T.6S., R.2E., S.L.B.&M.
  2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
  3. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
  4. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA.

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY TO CROWN CASTLE AND FACILITY NATIONAL TITLE INSURANCE COMPANY.

BYRD AND ASSOCIATES, L.L.C.  
LAND SURVEYOR - UTAH # 162206  
Date: 09-18-2013  
Revision:

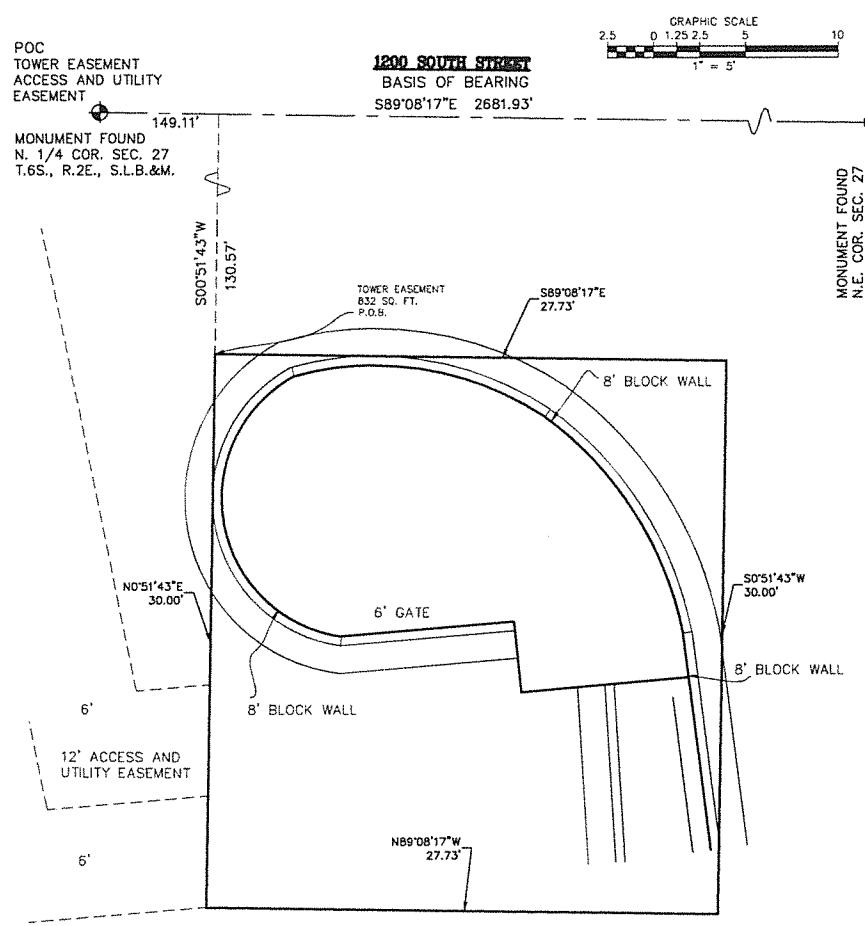
MARK A. BYRD  
160206  
MARK A. BYRD  
9-21-13  
STATE OF UTAH



VICINITY MAP NOT TO SCALE

**LEGEND**

- FOUND 1/2" REBAR AND CAP AS NOTED.
  - RECORD DESCRIPTION DATA.
  - POINT OF BEGINNING.
  - POINT OF COMMENCEMENT.
  - FENCE AS NOTED.
  - OVERHEAD UTILITY LINES.
  - WOOD UTILITY POLE.
  - ELECTRIC TRANSFORMER.
  - TELCO PEDESTAL.
  - WATER METER.
  - CABLE TELEVISION.
  - GUY WIRE.
  - GREASE TRAP.
  - FIRE HYDRANT.
  - WATER VALVE.
  - PUBLIC UTILITY EASEMENT.
  - ICE BRIDGE.
  - ELECTRICAL SWITCH PANEL.
  - METER RACK.
  - STORM DRAIN.
- ZONING: PD 5 ZONE, COMMERCIAL  
 GREY CITY PLANNING AND ZONING, UTAH COUNTY.
- FLOOD NOTE: 490216005A 9-24-84 ZONE "C"
- OWNER: BOYER LAKE POINTE LC  
 TAX PARCEL ID #: 45,487,0001  
 DEED REFERENCE: ENTRY #51439:2010, MAP # 13288  
 RECORDED: 6-22-2010  
 PLAT: LOT 1, LAKE POINTE SHOPPING CENTER PLAT "B"



AREA TABLE	SQUARE FEET	ACRES
01 PARENT PARCEL	753,002	0.524
02 TOWER EASEMENT	832	0.019
03 TOWER COMPOUND	304	0.007
04 ACCESS AND UTILITY EASEMENT	1,129	0.026

**BOUNDARY SURVEY**  
 IN SECTION 27,  
 TOWNSHIP 6 SOUTH, RANGE 2 EAST

FOR: CROWN CASTLE

SITE: CIRCUIT CITY OREM  
 RTV: 023121  
 ADDRESS: 1213 S. 100 W.  
 OREM, UTAH 84058  
 UTAH COUNTY

**CROWN CASTLE**  
 3530 Tompkins Way, Suite 300, Charlotte, NC 28227  
 NATIONAL STORES SYSTEMS COORDINATION, E.V.

**GEOLINE SURVEYING, INC.**  
 13430 NW 10th Terrace, Suite A  
 Northridge, FL 33815  
 Office (888) 418-0500 Fax (352) 462-8998  
 WWW.GEOLINEINC.COM

SURVEY MARK FURNISHED BY:

BYRD AND ASSOCIATES, L.L.C.  
 605 SOUTH MAIN STREET  
 BOONVILLE, UTAH 84010  
 PH: 435-226-1100 FAX: 435-226-1102  
 2014-02-02 09:16 FAX

DRAWN BY: MAB CHECKED BY: JOB # 001-83

**SURVEYOR'S NOTES**

1. BASIS OF BEARING, N89°08'17"W—BEING THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 27, T.6S., R.2E., S.L.B.&M.
2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.
3. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
4. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA.

**SURVEYOR'S CERTIFICATION**

I HEREBY CERTIFY TO CROWN CASTLE AND FREELTY NATIONAL TITLE INSURANCE COMPANY.

BYRD AND ASSOCIATES, L.L.C.  
 MARK A. BYRD  
 LAND SURVEYOR - UTAH # 160206  
 Date: 09-18-2013

Revision:

160206  
 MARK A. BYRD  
 9-21-13  
 STATE OF UTAH

**EXHIBIT "C-1"**  
**TO GRANT OF EASEMENT**

**[Description of Easement Area]**

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN (S.L.B.&M.), UTAH COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°08'17" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 149.11 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°51'43" WEST, 130.57 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°08'17" EAST, 27.73 FEET; THENCE SOUTH 00°51'43" WEST, 30.00 FEET; THENCE NORTH 89°08'17" WEST, 27.73 FEET; THENCE NORTH 00°51'43" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

TOWER EASEMENT CONTAINS 0.019 ACRES OR 832 SQUARE FEET MORE OR LESS.



**EXHIBIT "C-2"  
TO GRANT OF EASEMENT**

**[Description of Access Easement Area]**

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN (S.L.B.&M.), UTAH COUNTY, UTAH AND BEING A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT, 6' ON EITHER SIDE OF THE CENTERLINE AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 89°08'17" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 83.33 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°51'43" WEST, 132.58 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE EASTERLY LINE OF 400 WEST STREET; THENCE NORTH 78°22'33" EAST, 50.83 FEET; THENCE SOUTH 11°37'27" EAST, 34.60 FEET; THENCE NORTH 85°14'38" EAST, 8.71 FEET TO THE POINT OF TERMINUS.

12 FOOT WIDE ACCESS AND UTILITY EASEMENT CONTAINS 0.026 ACRES OR 1129 SQUARE FEET MORE OR LESS.

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE EASTERLY LINE OF 400 WEST STREET AND THE WESTERLY LINE OF THE TOWER EASEMENT.

The legal descriptions set forth on Exhibits C-1 and C-2 above were prepared by:

Byrd and Associates, L.L.C.  
505 South Main Street  
Bountiful, Utah 84010  
(801) 292-0400