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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIDELITY NATIONAL TITLE
22 CENTURY BLVD STE 200
THREE LAKEVIEW PLACE
NASHVILLE TN 37214
BY: EAP, DEPUTY - MA 20 P.

Prepared by:
Victoria M. de Lisle
Locke Lord Bissell & Liddell LLP
601 Poydras Street, Suite 2660
New Orleans, LA 70130
File: 0590924/03264

Record and Return to:
Dione Carter
Fidelity National Title Group
7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Phone: 1.804.267.2049
Fax: 1.804.267.2330
File: #11698657
Unison Site: #320127

Tax Parcel # 16-20-104-018

WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT

THIS WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT ("Agreement") is made as of the 12 day of October, 2009 ("Effective Date"), by and between ABB Investment Co., whose address is 4749 Idlewild Road, Salt Lake City, Utah 84124 ("Site Owner") and Joseph N. Ambrose, Philip Reed Blomquist II, and Jack F. Boesch, each an undivided 1/3 interest, whose collective address is c/o ABB Investment Co., 4749 Idlewild Road, Salt Lake City, Utah 84124 (collectively the "Easement Owner"). All references hereafter to "Easement Owner" and "Site Owner" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (Easement Owner and Site Owner, collectively, "Parties").

RECITALS

WHEREAS, Site Owner is the owner of that certain property ("Property") located in the City of Salt Lake City, and County of Salt Lake, in the State of Utah, having a street address of 665 E. Wilmington Avenue, Salt Lake City, Utah 84106, and which Property is more particularly described on Exhibit A attached hereto.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant Easement Owner full discharge and acquittance therefor, Site Owner and Easement Owner agree to the following:

1. Grant of Easement.

(a) Site Owner grants, bargains, sells, transfers and conveys to Easement Owner:

(i) an exclusive easement in, to, under and over the portion of the Property substantially as shown and/or described on Exhibit B-1 ("Communication Easement") for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement operation and removal of towers, antennas, buildings, fences, gates, generators and related facilities (collectively, "Facilities") and any related activities and uses including those necessary for Easement Owner to comply with its obligations under the agreements listed on Exhibit C ("Existing Agreements") together

with the right to enter the Property and access the Easements described below, without notice to Site Owner, twenty-four (24) hours a day, seven (7) days a week, as may be required in connection with the activities and uses described in this Agreement, and

(ii) a non-exclusive easement in, to, under and over portions of the Property limited to the areas shown and/or described on Exhibit B-2 and/or Drawing B-2 ("Access and Utility Easements;" Communication Easement and Access and Utility Easements, collectively "Easements") for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses.

(b) The Parties agree that the Communication Easement includes, without limitation, (i) the portion of the Property leased by Site Owner under the Existing Agreements, and (ii) the portion of the Property upon which any Facilities are located on the Effective Date.

2. Assignment of Existing Agreements. Site Owner transfers and assigns to Easement Owner, as of the Effective Date, all of its right, title and interest in, to and under the Existing Agreements, including without limitation, all rents, security deposits and other monies due the Site Owner specified therein. The Parties intend that this Agreement serve as an absolute assignment and transfer to Easement Owner of all rents and other monies due the Site Owner pursuant to the Existing Agreements. Easement Owner assumes the obligations and liabilities of Site Owner under the Existing Agreements only to the extent that such obligations and liabilities (a) are not the responsibility of the Site Owner pursuant to the terms of this Agreement; and (b) accrue on or after the Effective Date.

3. Use of Easements. Consistent with the uses set forth in Section 1 above, Easement Owner shall have the right to lease, license, transfer or assign, in whole or in part, or permit the use of the Easements and/or its rights under this Agreement by any third parties including communication service providers or tower owners or operators, and any lessee or licensee under the Existing Agreements and the affiliates, agents, contractors, invitees and employees of Easement Owner and/or Easement Owner's present or future lessees or licensees (collectively, "Customers").

4. Term. This Agreement and the Easements shall be perpetual commencing on the Effective Date. Notwithstanding the foregoing, in the event Easement Owner and Customers voluntarily cease to use the Easements (as defined in Section 1) for a period of more than three years (for reasons other than casualty, condemnation or Act of God), the Easements shall be deemed surrendered. Easement Owner may surrender the Easements for any reason or at any time by giving thirty (30) days' notice to Site Owner. Upon surrender, this Agreement shall be terminated, and Easement Owner and Site Owner shall execute and record such documents reasonably required to terminate the Easements. This Agreement may not be terminated by Site Owner.

5. Improvements; Utilities. Easement Owner and its Customers, may, at their discretion and expense, construct such improvements in, to, under and over the Easements, consistent with the uses specified in Section 1, all of which shall be deemed part of the Facilities. The Facilities shall remain the property of Easement Owner and its Customers, as applicable, and Site Owner shall possess no right, title or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate (at no cost to Site Owner) with Easement Owner and to act reasonably and in good faith in granting Easement Owner the right to locate such utilities on the Property without requiring the payment of additional fees. If necessary, Site Owner shall, upon Easement Owner's request, execute and record a separate written easement with Easement Owner or with the utility company providing the utility service to reflect such right. Site Owner hereby irrevocably constitutes and appoints Easement Owner as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by Easement Owner and as necessary to comply with applicable laws, statutes or regulations. Easement Owner shall use commercially reasonable efforts to enforce the utility payment obligations of tenants under the Existing Agreements in accordance with the terms and conditions thereof. Easement Owner shall include provisions, in future agreements between Easement Owner and additional Customers on the Easements, which make such additional Customers responsible for and pass through utility obligations solely attributable to such Customers' Facilities and/or use of the Easements, including provisions requiring separate meters for such Customers utilities where permitted by the local utility company.

6. Taxes. Site Owner acknowledges that a portion of the purchase price delivered by Easement Owner to Site Owner is for and in consideration of the continuing obligation of Site Owner to pay, on or before the due date, all present real property taxes and all present and future transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments, regardless of the taxing method (the "Taxes") attributable to the Property, this Agreement and the Easements. Easement Owner shall be responsible to pay, on or before the due date, all future real property taxes assessed and accruing on and after the Effective Date attributable to the Property, this Agreement and the Easements, for so long as Easement Owner's interest in the Property is not terminated (the "Easement Owner Taxes"). Without limiting the foregoing, except to the extent taxes are the obligation of tenants under the Existing Agreements, Site Owner and Easement Owner shall be responsible for the payment of taxes as set forth herein. Within ten (10) days of receiving a request from Easement Owner, Site Owner shall furnish to Easement Owner a copy of each bill for any such Taxes and evidence of Site Owner's payment of such bill. In the event that Site Owner fails to pay any Taxes when due, Easement Owner shall have the right, but not the obligation, to pay such Taxes on behalf of Site Owner. Site Owner shall reimburse Easement Owner for the full amount of such Taxes paid by Easement Owner on Site Owner's behalf within five (5) business days of Site Owner's receipt of an invoice from Easement Owner. Site Owner shall direct the taxing authority to send tax bills for Easement Owner Taxes to Site Owner 'in care of' Easement Owner, to the address for notices provided herein, with a copy to Site Owner. Within ten (10) days of receiving a request from Site Owner, Easement Owner shall furnish to Site Owner a copy of each bill for any Easement Owner Taxes and evidence of Easement Owner's payment of such bill. In the event that Easement Owner fails to pay any Easement Owner Taxes when due, Site Owner shall have the right, but not the obligation, to pay such Easement Owner Taxes on behalf of Easement Owner. Easement Owner shall reimburse Site Owner for the full amount of such Easement Owner Taxes paid by Site Owner on Easement Owner's behalf within five (5) business days of Easement Owner's receipt of an invoice from Site Owner.

7. Property Maintenance and Access. Site Owner agrees to maintain the Property. Without limiting the foregoing, except to the extent maintenance is the obligation of tenants under the Existing Agreements, Site Owner shall be solely responsible for the maintenance of the Property. Easement Owner shall use commercially reasonable efforts to enforce the maintenance obligations of tenants under the Existing Agreements in accordance with the terms and conditions thereof. Easement Owner shall include provisions, in future agreements between Easement Owner and additional Customers on the Easements, which pass through maintenance obligations solely attributable to such Customers' Facilities and/or use of the Easements. Site Owner agrees to provide Easement Owner and its Customers access to and from the Easements and all other space in the Property consistent with the grant of the Easements set forth in Section 1 above, twenty-four (24) hours a day, seven (7) days a week.

8. Representations; Other Covenants of Site Owner. Site Owner represents, warrants and agrees that: (a) it is the legal owner of indefeasible and marketable title to the Property with the right, power and authority to enter into this Agreement and to grant the Easements to Easement Owner, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained; (b) except for the Existing Agreements and as disclosed on Exhibit D, no leases, mortgages, deeds of trust or other encumbrances affect the Property as of the Effective Date, (c) Site Owner will comply with all governmental laws, rules and regulations applicable to the Property; (d) Site Owner has delivered to Easement Owner true, correct and complete copies of the Existing Agreements, and, to Site Owner's best knowledge, no party is in default of any of their respective obligations under the Existing Agreements; (e) no party under the Existing Agreements has advised of any intention to exercise, nor have they exercised, any right of early termination set forth in its Existing Agreements, and further, no party has requested a reduction in the rental amount or escalator due under the Existing Agreements; (f) as of the Effective Date, Site Owner shall not, without the prior written consent of Easement Owner, amend or modify the Existing Agreements in any respect or exercise any rights granted by Site Owner to Easement Owner under this Agreement, including, without limitation, any and all rights and remedies of Site Owner under the Existing Agreements; (g) notwithstanding anything to the contrary in this Agreement, Site Owner shall comply with all obligations of the lessor under the Existing Agreements which relate to the use, ownership and operation of the Property; (h) Site Owner shall not use nor permit its affiliates, licensees, invitees or agents to use any portion of the Property or any other property owned or controlled by Site Owner, either directly, indirectly or by action or inaction, in a manner which in any way could result in default of the Existing Agreements or otherwise interfere with the operations of Easement Owner and/or any Customers; and (i) Exhibit B-2 and/or Drawing B-2 shows and/or describes (i) the portion of the Property leased by Site Owner under the Existing Agreements, and (ii) the portion of the Property upon which any Facilities are located on the Effective Date.

9. Environmental Covenants and Indemnity. Site Owner represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Neither Site Owner nor Easement Owner will introduce or use any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Site Owner or, to Site Owner's knowledge, by any prior owner or user of the Property. Site Owner and Easement Owner shall each defend, indemnify, protect and hold the other party harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Property caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.

10. General Indemnity. In addition to the Environmental Indemnity set forth above, Site Owner and Easement Owner shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (a) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (b) out of the use and/or occupancy of the Property and Easements by the indemnifying party. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the indemnified party.

11. Assignment; Secured Parties. Easement Owner has the unrestricted right to assign, mortgage or grant a security interest in all of Easement Owner's interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgagees or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Site Owner agrees to notify Easement Owner and Secured Parties (provided Easement Owner has given Site Owner notice and contact information of Secured Parties) simultaneously of any default by Easement Owner and give Secured Parties the same right to cure any default. If a termination, disaffirmation or rejection of this Agreement shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), Site Owner will notify Secured Parties (provided Easement Owner has given Site Owner notice and contact information of Secured Parties) promptly and Site Owner shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to Easement Owner's interest under this Agreement, such Secured Party shall have no obligation to cure and no liability for any defaults of Easement Owner accruing prior to the date that such Secured Party succeeds to such interest. Site Owner will enter into modifications of this Agreement reasonably requested by any Secured Party; provided such modifications do not decrease the rights or increase obligations of Site Owner hereunder. Site Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

12. Estoppel Certificate. At any time during the term hereof, each party shall have the right to deliver to the other a statement of such party certifying: (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning this Agreement (the "Estoppel Certificate"). In the event the responding party fails to dispute the Estoppel Certificate by delivery to the requesting party of a notice specifying the nature and circumstances of any matter in the Estoppel Certificate that is disputed by the responding party within ten (10) days of receipt of the Estoppel Certificate, then all matters specified in the Estoppel Certificate shall be deemed true and correct, and the Estoppel Certificate shall thereafter be binding on the Parties, Secured Party or any party designated by the requesting party, and all of such parties may thereafter rely on the Estoppel Certificate as a conclusive statement of fact by the responding party as to the matters set forth therein.

13. Additional Customers. It is the intent of the Parties to encourage the addition of Customers to the Property throughout and after the term hereof. Site Owner hereby irrevocably constitutes and appoints Easement Owner as its true and lawful attorney-in-fact, with full power of substitution and resubstitution to negotiate and consummate leases, licenses and/or other agreements of use with Customers having a duration beyond the term of this Agreement. Site

Owner ratifies and acknowledges the right of Easement Owner to enter into such agreements, and the Property and Site Owner will be bound by such agreements throughout and after the termination of this Agreement for any reason. Site Owner acknowledges that all such agreements entered into by Easement Owner shall survive the termination of this Agreement for any reason. Easement Owner acknowledges that in the event of termination of this Agreement and reversion of the Easements to Site Owner, all rights in and to the Easements, including without limitation the right to collect rents from agreements associated therewith, shall revert to the Site Owner, as such, Easement Owner shall ensure that the rents under said agreements are spread proportionately over the term of said agreements and is not disproportionate at the beginning or end of said agreements. Site Owner agrees that it shall not, directly or indirectly, divert or solicit the business of any of Easement Owner's Customers on behalf of itself or on behalf of any third party. Easement Owner shall have a right of first refusal to acquire, on the same terms and conditions offered by or to a third party, any interest in the Property or any portion thereof being transferred by Site Owner for wireless communication purposes such as described in Section 1 above. Site Owner shall, prior to granting or transferring such interest, notify Easement Owner with a copy of the offer including the price and terms thereof. The foregoing is a continuing right in favor of Easement Owner and shall not be extinguished by Easement Owner's exercise or non-exercise of such right on one or more occasions. Upon the grant or transfer of the Property, or any portion thereof, to a third party, Site Owner shall immediately notify Easement Owner in writing of such grant or transfer, with the name and address of the purchaser.

14. Condemnation. In the event of any condemnation of the Easements in whole or in part, Easement Owner shall be entitled to file claims against the condemning authority for, and to receive, the value of the Easements so taken, business dislocation expenses and any other award or compensation to which Easement Owner may be legally entitled. Site Owner hereby assigns to Easement Owner any such claims and agrees that any claims made by Site Owner will not reduce the claims made by Easement Owner.

15. Covenant Running with the Land. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs and/or assigns as their interests may appear.

16. Dispute Resolution.

(a) If Easement Owner fails to perform any of its obligations under this Agreement, Site Owner agrees to notify Easement Owner and any Secured Parties, provided Easement Owner has given Site Owner notice and contact information of Secured Parties, in writing of any default by Easement Owner, and to give Easement Owner and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from Easement Owner's receipt of the written default notice. If Easement Owner or any Secured Parties shall fail to cure any default in accordance with this Section, Site Owner agrees that its only remedies for such default shall be specific performance, damages and any other remedy available by law. Any and all damages for which Site Owner may be compensated is limited to the actual damages of Site Owner and Easement Owner's liability shall be limited to its interest in the Property. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by Easement Owner or its Customers, Easement Owner shall have the right to seek injunctive relief, without the necessity of posting a bond.

(b) Except as set forth in Section 16(a), in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (i) upon a party's written notice of dispute to the other party, an authorized representative of the Site Owner and Easement Owner shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days and (ii) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association ("AAA") and using the Federal Rules of Evidence and Civil Procedure. In the event the parties are unable to mutually agree to an arbitrator, each party shall select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third arbitrator, and the majority decision by all such arbitrators shall be final and binding on the parties. Each party shall pay one-half of all arbitrator professional fees and the prevailing party, in any proceedings under this Section 16, shall be entitled to recover all costs incurred in connection therewith, including legal fees.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) business day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site

Owner and Easement Owner set forth on the signature page. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

18. Removal and Restoration. Easement Owner shall use commercially reasonable efforts to enforce the removal and restoration obligations of tenants under the Existing Agreements. Easement Owner shall include provisions, in future agreements between Easement Owner and additional Customers on the Easements, which pass through removal and restoration obligations solely attributable to such Customers' Facilities and/or use of the Easement. In the event that Easement Owner decides, in its sole discretion, to retain the tower after the expiration or termination of the tower ground lease, then Easement Owner shall be responsible for the removal of the tower and restoration of the premises in accordance with the provisions of said lease; provided, however, that such work shall be completed in a timely manner not to exceed 180 days to completion. The general indemnity provisions of Section 10 of this Agreement shall apply to Easement Owner's breach of the covenants contained in this Section 18.

19. Insurance. Easement Owner shall carry and maintain commercial general liability insurance against bodily injury and property damage with minimum limits of One Million and No/100 Dollars (\$1,000,000.00) each occurrence and Five Million and No/100 Dollars (\$5,000,000.00) general aggregate. The policy shall name Site Owner as an additional insured with respect to liability arising out of Easement Owner's use of the Property. Certificates of insurance showing Site Owner as additional insured, premiums prepaid, shall be deposited with Site Owner upon request and shall contain a provision for thirty (30) days notice to Site Owner prior to any cancellation or non-renewal except for ten (10) days notice for non-payment of premium.

20. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and Easement Owner with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of Easement Owner, Site Owner shall execute a Memorandum of this Agreement and such plats or surveys related to the Easements as deemed reasonably necessary by Easement Owner for recordation in the public records of the County in which the Property is located; (f) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (g) Site Owner acknowledges that Easement Owner has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; (h) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument; and (i) Easement Owner shall have the right to assign this Agreement in whole or in part without the prior written consent of the Site Owner.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

WITNESSES:

"SITE OWNER":

ABB INVESTMENT CO.

Print Name: _____

By: _____

Print Name: Joseph N. Ambrose, Partner

Print Name: _____

By: _____

Print Name: Philip Reed Blomquist II, Partner

By: Jack F. Boesch

Print Name: Jack F. Boesch, Partner

Address: 4749 Idlewild Road

City: Salt Lake City

State: Utah

Zip: 84124

Tel: _____

Fax: _____

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009 by Joseph N. Ambrose, Partner of ABB Investment Co.

Notary Public
Residing at: _____

My commission expires: _____

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009 by Philip Reed Blomquist II, Partner of ABB Investment Co.

Notary Public
Residing at: _____

My commission expires: _____

State of California

County of Merced

On 10-23, 2009, before me Margo Soghomonian-Hunt ^{Notary Public}, personally appeared Jack F. Boesch, Partner of ABB Investment Co, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

(Seal)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

"EASEMENT OWNER":

WITNESSES:

Print Name: _____

By: _____

Print Name: Joseph N. Ambrose

Print Name: _____

By: _____

Print Name: Philip Reed Blomquist II

By: Jack F Boesch

Print Name: Jack F. Boesch

Address: c/o ABB Investment Co
4749 Idlewild Road

City: Salt Lake City

State: Utah

Zip: 84124

Tel: _____

Fax: _____

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009 by Joseph N. Ambrose.

Notary Public
Residing at: _____

My commission expires: _____

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2009 by Philip Reed Blomquist II.

Notary Public
Residing at: _____

My commission expires: _____

UNISON FORM EASEMENT_(DEA)_07 FORM_TOWER
SITE # _____

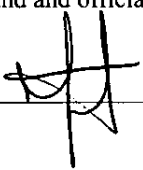
State of California

County of Merced

On 10-8, 2009, before me Margo Soghomonian-Hunt, ^{Notary Public} personally appeared Jack F. Boesch, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

(Seal)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

"EASEMENT OWNER":

WITNESSES:

[Signature]
Print Name: Shawna C. Pendleton
[Signature]
Print Name: Shawna C. Pendleton

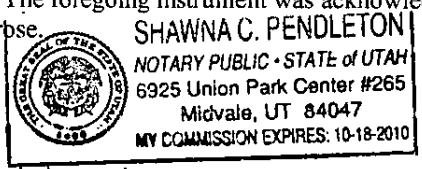
By: *[Signature]*
Print Name: Joseph N. Ambrose
By: *[Signature]*
Print Name: Philip Reed Blomquist II

By: _____
Print Name: Jack F. Boesch

Address: c/o ABB Investment Co
4749 Idlewild Road
City: Salt Lake City
State: Utah
Zip: 84124
Tel: _____
Fax: _____

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12th day of October, 2009 by Joseph N. Ambrose.



[Signature]
Notary Public
Residing at: S. L. County, Utah

My commission expires: _____

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12th day of October, 2009 by Philip Reed Blomquist II.



[Signature]
Notary Public
Residing at: S. L. County, Utah

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Commencing at the southwest corner of Lot 1, Block 1, Forest Dale, Plat A; thence North 132 feet to the northwest corner of Lot 5; thence West 75.5 feet more or less; thence South 11 feet to the middle of the north boundary of Lot 8; thence East 52 feet more or less to a point on the north boundary line of Lot 6; thence Southeasterly 11 feet more or less following the northeast boundary of Lot 6; thence South 115 feet to the southeast corner of Lot 6; thence East 13 feet to the point of beginning, contains 2,445.5 sq. ft.

AND BEING the same property conveyed to ABB Investment Co. from Salt Lake City Corporation by Quit Claim Deed dated July 03, 1995 and recorded August 01, 1995 in Instrument No. 6132177.

Tax Parcel No. 16-20-104-018

EXHIBIT B-1

COMMUNICATION EASEMENT

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 5, BLOCK 1, FOREST DALE PLAT A IN SALT LAKE CITY, UTAH, SAID POINT BEING 11.00 FEET S0°13'27"W ALONG SAID WEST LINE FROM THE NORTHWEST CORNER OF SAID LOT 5 AND ALSO BEING 624.46 FEET S89°58'51"E ALONG THE MONUMENT LINE OF WILMINGTON AVE AND 153.06 FEET N0°13'27"E FROM THE MONUMENT AT 600 EAST STREET AND WILMINGTON AVE. THENCE S0°13'27"W 40.00 FEET ALONG THE WEST LINE OF SAID LOT 5 AND THE WEST LINE OF LOTS 4 AND 3. THENCE N89°46'33"W 17.50 FEET; THENCE N0°13'27"E 40.00 FEET; THENCE S89°46'33"E 17.50 FEET TO THE POINT OF BEGINNING, CONTAINING 700 SQUARE FEET OR 0.016 ACRE, MORE OR LESS (currently AT&T equipment space); AND

BEGINNING AT A POINT ON THE WEST LINE OF LOT 3, BLOCK 1, FOREST DALE PLAT A IN SALT LAKE CITY, UTAH, SAID POINT BEING S00°13'27"W 16.00 FEET ALONG SAID WEST LINE FROM THE NORTHWEST CORNER OF SAID LOT 3, AND ALSO BEING S89°58'51"E ALONG THE MONUMENT LINE OF WILMINGTON AVENUE 624.46 FEET AND N00°13'27"E 98.06 FEET FORM THE MONUMENT AT 600 EAST STREET AND WILMINGTON AVENUE; THENCE N00°13'27"E ALONG THE WEST LINE OF SAID LOT 3 15.00 FEET; THENCE N89°46'33"W 14.00 FEET; THENCE S00°13'27"W 15.00 FEET; THENCE S89°46'33"E 14.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 210 SQUARE FEET OR 0.005ACRE, MORE OR LESS (currently Sprint equipment space); AND

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED 210 SQUARE FEET AREA; THENCE S00°13'27"W 10.1 FEET; THENCE N89°46'33"W 14.8 FEET; THENCE N00°13'27"E 10.1 FEET; THENCE S89°46'33"E 14.8 FEET TO THE POINT OF BEGINNING AND CONTAINING 150 SQUARE FEET, MORE OR LESS (currently Sprint generator space); AND THE FOLLOWING ADDITIONAL SPACE:

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED 150 SQUARE FEET AREA; THENCE S00°13'27"W 12.0 FEET; THENCE N89°46'33"W 17.5 FEET; THENCE N00°13'27"E 12.0 FEET; THENCE S89°46'33"E 17.5 FEET TO THE POINT OF BEGINNING AND CONTAINING 210 SQUARE FEET, MORE OR LESS.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner:
ABB Investment Co.

Easement Owner:

By: _____
Print Name: Joseph N. Ambrose, Partner
Date: _____

By: _____
Print Name: Joseph N. Ambrose
Date: _____

By: _____
Print Name: Philip Reed Blomquist II, Partner
Date: _____

By: _____
Print Name: Philip Reed Blomquist II
Date: _____

By: Jack F Boesch
Print Name: Jack F. Boesch, Partner
Date: _____

By: Jack F Boesch
Print Name: Jack F. Boesch
Date: _____

EXHIBIT B-1

COMMUNICATION EASEMENT

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, and the portion of the Property described as follows:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 5, BLOCK 1, FOREST DALE PLAT A IN SALT LAKE CITY, UTAH, SAID POINT BEING 11.00 FEET S0°13'27"W ALONG SAID WEST LINE FROM THE NORTHWEST CORNER OF SAID LOT 5 AND ALSO BEING 624.46 FEET S89°58'51"E ALONG THE MONUMENT LINE OF WILMINGTON AVE AND 153.06 FEET N0°13'27"E FROM THE MONUMENT AT 600 EAST STREET AND WILMINGTON AVE. THENCE S0°13'27"W 40.00 FEET ALONG THE WEST LINE OF SAID LOT 5 AND THE WEST LINE OF LOTS 4 AND 3. THENCE N89°46'33"W 17.50 FEET; THENCE N0°13'27"E 40.00 FEET; THENCE S89°46'33"E 17.50 FEET TO THE POINT OF BEGINNING, CONTAINING 700 SQUARE FEET OR 0.016 ACRE, MORE OR LESS (currently AT&T equipment space); AND

BEGINNING AT A POINT ON THE WEST LINE OF LOT 3, BLOCK 1, FOREST DALE PLAT A IN SALT LAKE CITY, UTAH, SAID POINT BEING S00°13'27"W 16.00 FEET ALONG SAID WEST LINE FROM THE NORTHWEST CORNER OF SAID LOT 3, AND ALSO BEING S89°58'51"E ALONG THE MONUMENT LINE OF WILMINGTON AVENUE 624.46 FEET AND N00°13'27"E 98.06 FEET FORM THE MONUMENT AT 600 EAST STREET AND WILMINGTON AVENUE; THENCE N00°13'27"E ALONG THE WEST LINE OF SAID LOT 3 15.00 FEET; THENCE N89°46'33"W 14.00 FEET; THENCE S00°13'27"W 15.00 FEET; THENCE S89°46'33"E 14.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 210 SQUARE FEET OR 0.005ACRE, MORE OR LESS (currently Sprint equipment space); AND

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED 210 SQUARE FEET AREA; THENCE S00°13'27"W 10.1 FEET; THENCE N89°46'33"W 14.8 FEET; THENCE N00°13'27"E 10.1 FEET; THENCE S89°46'33"E 14.8 FEET TO THE POINT OF BEGINNING AND CONTAINING 150 SQUARE FEET, MORE OR LESS (currently Sprint generator space); AND THE FOLLOWING ADDITIONAL SPACE:

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED 150 SQUARE FEET AREA; THENCE S00°13'27"W 12.0 FEET; THENCE N89°46'33"W 17.5 FEET; THENCE N00°13'27"E 12.0 FEET; THENCE S89°46'33"E 17.5 FEET TO THE POINT OF BEGINNING AND CONTAINING 210 SQUARE FEET, MORE OR LESS.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner:
ABB Investment Co.

By: Joseph N. Ambrose
Print Name: Joseph N. Ambrose, Partner
Date: 10/12/09
By: Philip Reed Blomquist II
Print Name: Philip Reed Blomquist II, Partner
Date: _____

Easement Owner:

By: Joseph N. Ambrose
Print Name: Joseph N. Ambrose
Date: 10/12/09
By: Philip Reed Blomquist II
Print Name: Philip Reed Blomquist II
Date: _____

By: _____
Print Name: Jack F. Boesch, Partner
Date: _____

By: _____
Print Name: Jack F. Boesch
Date: _____

EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Site Owner under the Existing Agreements for access and utility providers, including the following:

Access and Utility Easement:

All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to **E Wilmington Avenue** (hereinafter the "Access and Utility Easement"), along with the right to use said Access and Utility Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses. Said access easement is depicted on that certain Site Survey prepared for AT&T Wireless Services by ESI Engineering and Land Surveyors, dated July 11, 1995, Project No 95-132S, a copy of which is retained by Site Owner and Easement Owner.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner:

ABB Investment Co.

By: _____
Print Name: Joseph N. Ambrose, Partner
Date: _____

By: _____
Print Name: Philip Reed Blomquist II, Partner
Date: _____

By: Jack F Boesch
Print Name: Jack F. Boesch, Partner
Date: 10-8-09

Easement Owner:

By: _____
Print Name: Joseph N. Ambrose
Date: _____

By: _____
Print Name: Philip Reed Blomquist II
Date: _____

By: Jack F Boesch
Print Name: Jack F. Boesch
Date: 10-8-09

EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Site Owner under the Existing Agreements for access and utility providers, including the following:

Access and Utility Easement:

All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to **E Wilmington Avenue** (hereinafter the "Access and Utility Easement"), along with the right to use said Access and Utility Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses. Said access easement is depicted on that certain Site Survey prepared for AT&T Wireless Services by ESI Engineering and Land Surveyors, dated July 11, 1995, Project No 95-132S, a copy of which is retained by Site Owner and Easement Owner.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

Site Owner:

ABB Investment Co.

By: Joseph N. Ambrose
Print Name: Joseph N. Ambrose, Partner
Date: 10/12/09

By: Philip Reed Blomquist
Print Name: Philip Reed Blomquist, Partner
Date: 10/12/09

By: _____
Print Name: Jack F. Boesch, Partner
Date: _____

Easement Owner:

By: Joseph N. Ambrose
Print Name: Joseph N. Ambrose
Date: 10/12/09

By: Philip Reed Blomquist
Print Name: Philip Reed Blomquist II
Date: 10/12/09

By: _____
Print Name: Jack F. Boesch
Date: _____

EXHIBIT C

EXISTING AGREEMENTS

Site Owner assigns and transfers to Easement Owner, as of the effective date herein, all of its right, title and interest in, to and under any existing lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property leased by Site Owner under any Existing Agreements, including, without limitation, the following:

1. That certain Site Lease Agreement dated as of August 30, 1995 by and between ABB Investment Company, as landlord, and Salt Lake City Cellular Telephone Company, a general partnership, as tenant, recorded on May 22, 1997 in Deed Book 7673, page 0425.
2. That certain PCS Site Agreement dated as of October 29, 1997 by and between ABB Investment Company, as landlord, and Sprint Spectrum, L.P., a Delaware limited partnership, as tenant, as amended by First Amendment to PCS Site Agreement dated as of October 12, 1998.

Read, Agreed and Approved:

Site Owner:

ABB Investment Co.

By: _____
Print Name: Joseph N. Ambrose, Partner
Date: _____

By: _____
Print Name: Philip Reed Blomquist II, Partner
Date: _____

By: Jack F. Boesch
Print Name: Jack F. Boesch, Partner
Date: 10-8-09

Easement Owner:

By: _____
Print Name: Joseph N. Ambrose
Date: _____

By: _____
Print Name: Philip Reed Blomquist II
Date: _____

By: Jack F. Boesch
Print Name: Jack F. Boesch
Date: 10-8-09

EXHIBIT C

EXISTING AGREEMENTS

Site Owner assigns and transfers to Easement Owner, as of the effective date herein, all of its right, title and interest in, to and under any existing lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property leased by Site Owner under any Existing Agreements, including, without limitation, the following:

1. That certain Site Lease Agreement dated as of August 30, 1995 by and between ABB Investment Company, as landlord, and Salt Lake City Cellular Telephone Company, a general partnership, as tenant, recorded on May 22, 1997 in Deed Book 7673, page 0425.
2. That certain PCS Site Agreement dated as of October 29, 1997 by and between ABB Investment Company, as landlord, and Sprint Spectrum, L.P., a Delaware limited partnership, as tenant, as amended by First Amendment to PCS Site Agreement dated as of October 12, 1998.

Read, Agreed and Approved:

Site Owner:

ABB Investment Co.

By: Joseph N. Ambrose
Print Name: Joseph N. Ambrose, Partner
Date: 10/12/09

By: Philip Reed Blomquist II
Print Name: Philip Reed Blomquist II, Partner
Date: _____

By: _____
Print Name: Jack F. Boesch, Partner
Date: _____

Easement Owner:

By: Joseph N. Ambrose
Print Name: Joseph N. Ambrose
Date: 10/12/09

By: Philip Reed Blomquist II
Print Name: Philip Reed Blomquist II
Date: 10/12/09

By: _____
Print Name: Jack F. Boesch
Date: _____

EXHIBIT D

TITLE ENCUMBRANCES

None