

GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("**Easement**") is dated as of the 14th day of June, 2011, by FPA Sandy Mall Associates LLC (hereinafter "**Grantor**") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, (hereinafter "**Grantee**").

WHEREAS, Grantor is the owner of certain real property in Salt Lake County, Utah, legally described in Exhibit "A" attached hereto (the "**Property**").

WHEREAS, Grantee is the owner of a leasehold estate in certain real property legally described in Exhibit "B" attached hereto (the "**Leased Premises**"), pursuant to an Amended and Restated Lease Supplement dated April 12, 2010 (the "**Lease**"); the Leasehold is within or adjacent to the Property.

WHEREAS, Grantee intends to build and maintain a communications facility on the Leased Premises.

WHEREAS, Grantor has agreed to convey to Grantee an easement over, under and across the Property (the "**Easement Area**"), as described in Exhibit "C" attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive easement over, under and across the Easement Area for the purposes of ingress and egress and for constructing, maintaining, operating, repairing and replacing utility lines, cables and conduits to and from the Leased Premises.
  - a. Each party shall utilize its estate in a manner which will minimize interference with the other party's use of its estate.
  - b. Upon completion of construction, Grantee shall restore the Easement Area to substantially its pre-existing condition.
2. **No Permanent Structures.** Grantor hereby covenants for and on behalf of itself, its heirs, successors or assigns, that neither it, nor any of them, shall construct or permit to be constructed, any building or any other permanent structure within the Easement Area, or make any permanent excavation, or permit any permanent excavation to be made within the Easement Area.
3. **Term.** The easement, rights, and privileges herein granted shall be for a term coinciding with the term of the Lease, including any renewals thereof, and shall, without any further action on the part of Grantor or Grantee, terminate immediately upon the termination of said Lease. Upon termination of this Easement for any reason, at Grantor's request Grantee shall execute with acknowledgement and deliver a notice of termination in form suitable for recording in the official records of the County.
4. **Termination for Default.** Upon Grantee's default hereunder, Grantor may deliver to Grantee a written notice of default, stating with specificity the nature of Grantee's default. If Grantee has not

FATIC 259312-A

cured the default within a reasonable time (but not less than 30 days for a monetary default and 60 days for a non-monetary default) after receipt of the notice of default, Grantor may terminate this Easement effective immediately upon receipt by Grantee of Grantor's written notice of termination.

5. **Indemnification.** Grantee agrees to indemnify, defend and hold Grantor harmless from and against any direct injury, loss, damage or liability, costs or expenses (including reasonable attorneys' fees and court costs) resulting from its use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its servants or agents. Grantor agrees to indemnify, defend and hold Grantee harmless from and against any and all direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the actions or failure to act of Grantor or its agents, except to the extent attributable to the negligent or intentional act or omission of Grantee or its servants or agents.
6. **Insurance.** Grantee will carry, at its own cost and expense, the following insurance: (i) commercial general liability insurance with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (ii) Workers' Compensation Insurance as required by law. Grantee will name the Grantor as an additional insured under its commercial general liability policy. Notwithstanding anything in this Easement, with respect to all loss, damage, or destruction to a party's property (including rental value and business interruption) occurring during the term of this Easement, Grantor and Grantee hereby release and waive all claims (except for willful misconduct) against the other party and its employees, agents, officers, and directors. With respect to property damage, each party hereby waives all rights of subrogation against the other party, but only to the extent that collectible commercial insurance is available for said damage.
7. **Assignment.** Grantee may, at its discretion and upon written notification to Grantor, assign and delegate all or any portion of its rights and liabilities under this Easement in connection with any assignment of the Lease, or sublease or license of all or a portion of the Leased Premises, without Grantor's consent. Grantee shall be released from its obligations hereunder only with the prior written consent of Grantor.
8. **Dominant and Servient Tenements.** This Easement is granted for the benefit of the Leased Premises, and is appurtenant to the Leased Premises. The Leased Premises are the dominant tenement and the Property is the servient tenement.
9. **Entire Agreement.** This Easement constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations or representations not expressly set forth in this Easement are of no force and effect.
10. **Binding Effect.** This Easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantee.
11. **Amendments.** Any modification or other termination of this Easement shall become effective only upon the execution by Grantor and Grantee of a written instrument.

12. **Recording.** Grantor agrees to execute a Memorandum of this Easement, and any amended Memorandum of Easement reflecting any material modifications to this Easement, which Grantee may record in the office of the County Clerk of Salt Lake County, Utah.

IN WITNESS WHEREOF, this Grant of Easement has been executed and delivered as of the day and year first above written.

**GRANTOR:**

FPA Sandy Mall Associates, LLC  
a Delaware limited liability company

By its Manager: GF Sandy Mall, LLC  
a Delaware limited liability company

By: 

Michael B. Earl, Manager

**GRANTEE:**

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: 

Name: Walter L. Jones, Jr.

Title: Area Vice President Network

Date: 2/27/11

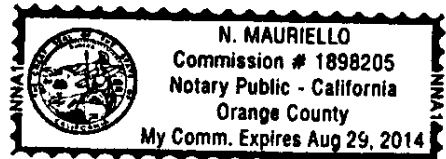
State of California            )  
County of Orange            )

On June 6, 2011, before me, N. Mauriello, Notary Public, personally appeared MICHAEL B. EARL, 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           *N. Mauriello*           (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

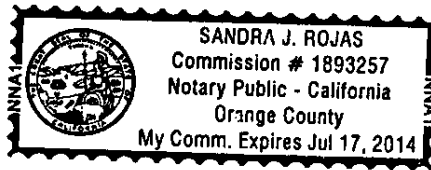
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF ORANGE )

On 2/28/11 before me, Sandra J. Rojas, Notary Public,  
personally appeared Walter L. Jones, Jr., who proved to me on the basis of satisfactory evidence to be the  
person whose name is subscribed to the within instrument and acknowledged to me that he executed the same  
in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of  
which the person 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.

Sandra J. Rojas  
Signature of Notary Public



Place Notary Seal Above

**EXHIBIT "A"**

The "Property"

Property Address: **834 East 9400 South**

State: **Utah**

County: **Salt Lake**

City: **Sandy**

Parcel Number: **28-08-101-060**

Legal Description (if available): **(See attached)**

Order Number: 152754

Beginning South 0°21'30" East 820.97 feet and North 89°32'25" East 53 feet from the Northwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Meridian; said Northwest corner being North 29°33'10" West 44.81 feet from a point recited in some Deeds as being the Northwest corner of said Section 8; thence South 0°21'30" East 273.19 feet; thence South 88°59'30" East 3 feet; thence South 0°21'30" East 50 feet; thence South 88°59'30" East 1267.41 feet, more or less; thence North 0°06'56" West 562.63 feet; thence North 89°12'10" West 35.70 feet; thence South 0°21'30" East 75 feet; thence North 89°12'10" West 102 feet; thence North 0°21'30" West 165 feet; thence North 89°12'10" West 33 feet; thence North 0°21'30" West 306.75 feet; thence North 89°12'10" West 255 feet; thence South 0°21'30" East 612.98 feet; thence South 89°32'25" West 846.83 feet to the point of beginning.

Less and excepting: Beginning South 0°21'30" East 1110.79 feet and South 88°59'30" East 197.02 feet from the Northwest corner of said Section 8; thence North 0°27'35" West 150.28 feet; thence North 89°32'25" East 124.47 feet; thence South 0°27'35" East 18 feet; thence North 89°32'25" East 145 feet; thence South 0°27'35" East 139.19 feet; thence North 88°59'30" West 269.56 feet to the point of beginning.

Also less and excepting: Beginning South 0°21'30" East 1110.79 feet and South 88°59'30" East 526.60 feet from the Northwest corner of said Section 8; thence North 0°27'35" West 158.72 feet; thence South 78°02'53" East 88.40 feet; thence South 0°27'35" East 17 feet; thence North 89°32'25" East 95 feet; thence North 0°27'35" West 22.57 feet; thence North 89°32'25" East 109.79 feet; thence South 0°27'35" East 152.76 feet; thence North 88°59'30" West 291.21 feet to the point of beginning.

BK 9936 PG 6700

*Stewart Title Guaranty Company*

**EXHIBIT "B"**

**The "Leased Premises"**

Property Address:

State: **Utah**

County: **Salt Lake**

City: **Sandy**

Parcel Number: **28-08-101-015**

Legal Description (if available):

**Attach drawing, if available: (See attached)**



**PROPOSED VERIZON WIRELESS LEASE SITE DESCRIPTION:**

**LOCATED IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

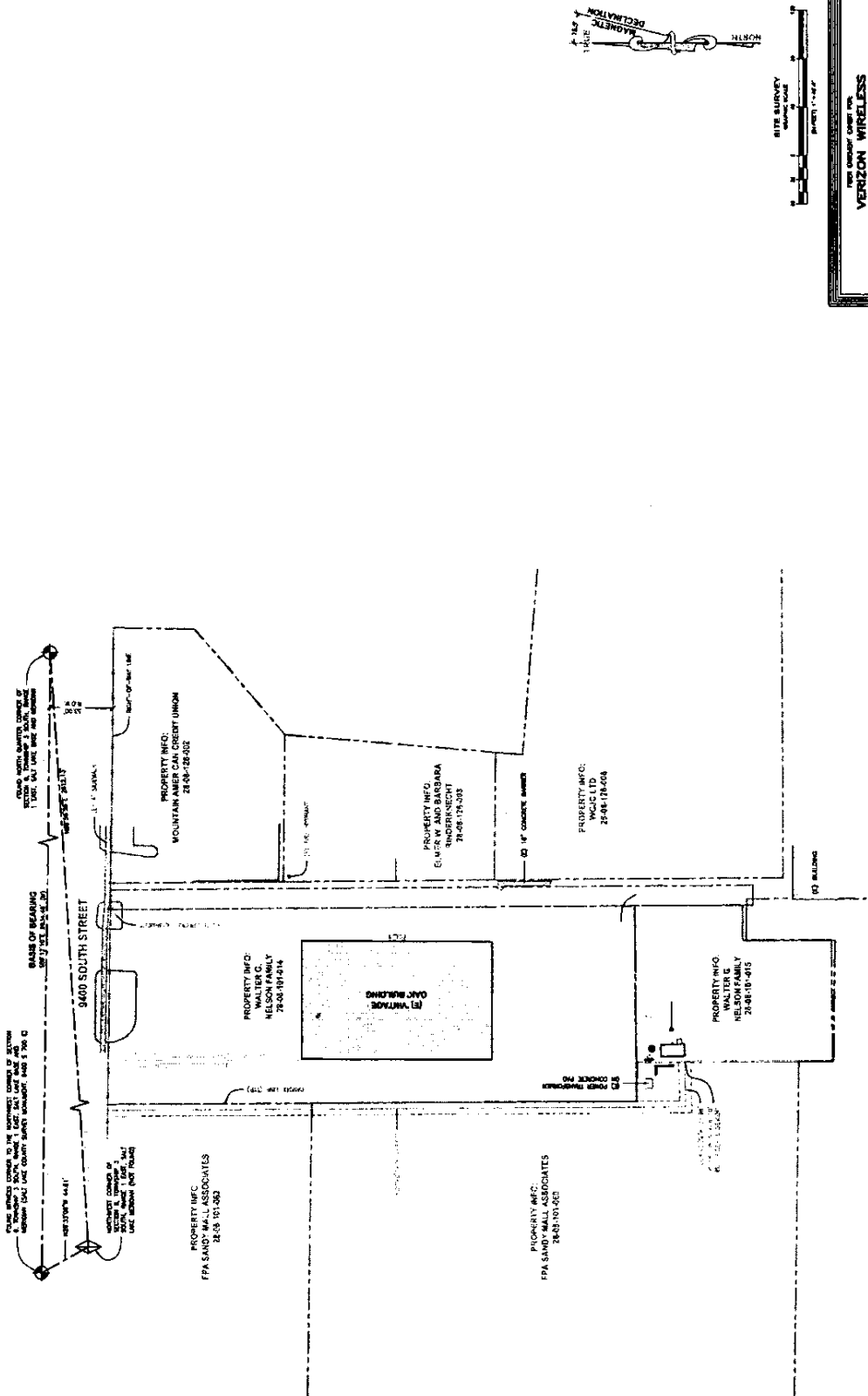
**BEGINNING AT A POINT NORTH 88°58'56" EAST 1208.76 FEET ALONG SECTION LINE, AND SOUTH 478.11 FEET FROM THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING SOUTH 88°12'10" EAST 1230.08 FEET, AND SOUTH 488.89 FEET FROM A FOUND SALT LAKE COUNTY SURVEY MONUMENT, AT 0+00 SOUTH AND 700 EAST, AND RUNNING THENCE SOUTH 00°33'28" EAST 40.00 FEET; THENCE SOUTH 88°40'08" WEST 40.00 FEET; THENCE NORTH 00°33'28" WEST 40.00 FEET; THENCE NORTH 88°40'08" EAST 40.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND TERMINATING.**

**CONTAINS: 0.037 ACRES, MORE OR LESS (AS DESCRIBED).**

VERIZON WIRELESS HAS OBTAINED ACCESS TO THE FOLLOWING INFORMATION FROM THE PROPERTY OWNERS AND HAS PROVIDED IT TO THE FOLLOWING DESIGNATED CONTACTS:

PROPERTY INFO: FFA SANDY MALL ASSOCIATES 28-09-151-003  
 PROPERTY INFO: WALTER C. NELSON FAMILY 28-08-181-014  
 PROPERTY INFO: MOUNTAIN AMER CAN CREDIT UNION 28-09-128-002  
 PROPERTY INFO: EMERSON AND BARBARA SHORNSIECHT 28-08-175-015  
 PROPERTY INFO: WALTER C. NELSON FAMILY 28-08-181-015  
 PROPERTY INFO: WGS LTD 28-08-178-008

CONTACT: 619-492-1000, WAVE OR LOGO (AS APPLICABLE)



**EXHIBIT "C"**

**Easement Area**

*See Attached*

**SAL – EMERALD 2/9/11**

**VERIZON WIRELESS FIBER EASEMENT DESCRIPTION:**

A 10 FOOT WIDE ACCESS EASEMENT FOR THE PURPOSE OF INSTALLING UNDERGROUND UTILITIES, 5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT NORTH 89°56'56" EAST 1169.46 FEET ALONG SECTION LINE AND SOUTH 513.07 FEET FROM THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING SOUTH 89°12'10" EAST 1191.67 FEET AND SOUTH 534.43 FEET FROM A FOUND SALT LAKE COUNTY SURVEY MONUMENT AT 9400 SOUTH AND 700 EAST, AND RUNNING THENCE SOUTH 88°40'09" WEST 37.98 FEET; THENCE NORTH 00°28'12" WEST 482.90 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF 9400 SOUTH STREET AND TERMINATING.

CONTAINS: 0.119 ACRES, MORE OR LESS (AS DESCRIBED).

FOUND WITNESS CORNER TO THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (SALT LAKE COUNTY SURVEY MONUMENT, 9400 S 700 E)

FOUND NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

BASIS OF BEARING  
S89°12'10"E 2634.49' (M)

VZW EASEMENT TIE - 1191.67'

N89°56'56"E 2612.13'

N29°33'09"W 44.81'

VZW EASEMENT TIE - 1189.46'

NORTHWEST CORNER OF SECTION 8, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN (NOT FOUND)

9400 SOUTH STREET

(E) 4' SIDEWALK

RIGHT-OF-WAY LINE

53.00' R.O.W.

PROPERTY INFO:  
FPA SANDY MALL ASSOCIATES  
28-08-101-062

PROPERTY INFO:  
MOUNTAIN AMERICAN CREDIT UNION  
28-08-126-002

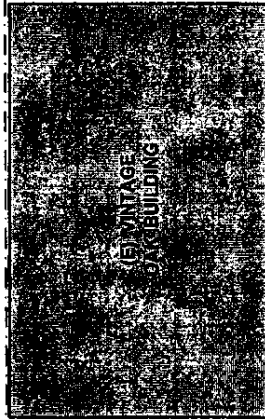
PROPERTY INFO:  
WALTER G. NELSON FAMILY  
28-08-101-014

PARCEL LINE (TYP)

SITE TIE - SOUTH 513.07' (SECTION LINE)  
SITE TIE - SOUTH 534.43' (WITNESS LINE)

(E) TELEPHONE EQUIPMENT

N00°28'12"W 482.90'



(E) FIRE HYDRANT

(E) CHAINLINK FENCING (TYP)

PROPERTY INFO:  
ELMER W. AND BARBARA RINDERKNECHT  
28-08-126-003

(E) 18" CONCRETE BARRIER

PROPERTY INFO:  
FPA SANDY MALL ASSOCIATES  
28-08-101-060

PROPERTY INFO:  
WCJC LTD.  
28-08-126-006

(E) POWER TRANSFORMER ON CONCRETE PAD

(E) SLIDING GATE

(E) SPECTRASITE 40' X 40' COMMUNICATIONS SITE

S88°40'09"W 37.98'  
P.O.B. OF A VZW 10' WIDE FIBER EASEMENT

PROPERTY INFO:  
WALTER G. NELSON FAMILY  
28-08-101-015