

**Prepared out of state by:**

Weiss Brown, PLLC  
6263 N. Scottsdale Rd., Suite 340  
Scottsdale, AZ 85250

**RECORDING REQUESTED BY AND  
AFTER RECORDING RETURN TO:**

Crown Castle  
8020 Katy Freeway  
Houston, TX 77024

Space above this line for Recorder's Use

Tax Parcel No.: 16-20-105-003-0000

Cross References: Book: 10756, Page: 7486  
Official Public Records of  
Salt Lake County, Utah

**ROOFTOP EASEMENT**

This **ROOFTOP EASEMENT** (this "**Agreement**") is made effective this 7<sup>th</sup> day of August, 2023 (the "**Effective Date**"), by and between **700 EAST BE, LLC**, a Delaware limited liability company, with a mailing address of 2121 Rosecrans Avenue, Suite 4335, El Segundo, California 90245 ("**Owner**") and **CROWN CASTLE AS LLC, a Delaware limited liability company**, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564 ("**Crown**").

For good and valuable consideration paid by Crown to Owner, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** The following terms as used in this Agreement are defined as follows:

"**Affiliate**" means any corporation, limited liability company, partnership or other entity which controls, is controlled by or which is under common control with the subject party, or which acquires more than 50% of the subject party's assets or more than 50% of the subject party's capital stock.

"**Agreement**" means this Rooftop Easement and Assignment Agreement.

"**Approvals**" means all certificates, permits, licenses and other approvals that Crown, in its reasonable discretion, deems necessary for its intended use of the Easement Area.

"**Building**" means the building located on the Property, which is owned or controlled by Owner.

"**Building User**" means Owner and Owner's present or future office, retail or residential tenants or occupants.

**“Building Work”** means the structural maintenance of the Building.

**“Crown”** means the party identified as “Crown” in the first paragraph of this Agreement, its successors and assigns.

**“Crown’s Notice Address”** means c/o Crown Castle AS LLC, Attn: Legal – Real Estate Department, 2000 Corporate Drive, Canonsburg, PA 15317-8564, 1-866-482-8890.

**“Defaulting Party”** is defined in Section 23(a) of this Agreement.

**“Due Diligence Investigation”** is defined in Section 10 of this Agreement.

**“Easement Area”** means the collective areas of the Rooftop together with an approximately 520 square foot interior space generally depicted on the site plan attached hereto as **Exhibit “B”**. The Easement Area shall include exclusive areas of the Rooftop and interior space as shown on Exhibit B and non-exclusive access to the Building’s existing telephone distribution systems and facilities as well as vertical and horizontal risers and conduits in the Building, as depicted on Exhibit B, except as limited herein. The parties agree that once all the work is completed, the parties may substitute an as-built drawing labeled as **“Exhibit B-1”** for Exhibit B attached hereto.

**“Effective Date”** means the date identified as the “Effective Date” in the first paragraph of this Agreement.

**“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 Material.

**“Equipment”** means communications facilities, including antennas, equipment, generators, coaxial, fiber optic and telecommunications cables, structures, equipment shelters or cabinets, meter boards, utilities and related appurtenances and improvements as necessary to conduct the Permitted Uses.

**“Hazardous Material”** 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 Laws, 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.

**“Laws”** means all applicable federal, state and local laws, codes and regulations.

**“New Lease”** means any lease, sublease or license, to use or occupy the Easement Area for the Permitted Uses (including any escalations, amendments, extensions or modifications thereto). However, New Lease does not include the subleases or license agreements to CCATT (“Anchor Tenant”), AT&T and/or T-Mobile, their Affiliates, successors or assigns (collectively, “Initial Tenants”) for the use and occupation of space on the Rooftop within the Easement Area (“Initial Tenant Leases”).

**“New Tenant”** means a third party to which Crown has granted the right to use and occupy the Easement Area pursuant to a New Lease, and its Affiliates, successors and assigns, subject to the terms and conditions contained herein, and excluding the Initial Tenants.

**“New Tenant Revenue”** means the total amount of recurring rental revenue paid to Crown (and its successors and assigns) by all New Tenants using the Easement Area pursuant to a New Lease, and under any future escalations, amendments, extensions or modifications to the New Leases, but excluding any reimbursement from New Tenants of taxes, construction costs, installation costs, utilities or other costs or expenses incurred by Crown. New Tenant Revenue does not include any revenue from Initial Tenants or Initial Tenant Leases.

**“Non-Defaulting Party”** is defined in Section 23(a) of this Agreement.

**“Owner”** means the party identified as “Owner” in the first paragraph of this Agreement, its successors and assigns.

**“Owner’s Notice Address”** means 2121 Rosecrans Avenue, Suite 4335, El Segundo, California 90245.

**“Permitted Uses”** means (i) the installation, location, operation, maintenance, repair, upgrade, and removal of Equipment by Crown and the Rooftop Tenants, and (ii) any uses related to constructing, maintaining, repairing, replacing and operating a telecommunications facility and related facilities and equipment, except as limited herein.

**“Property”** means the parcel of property located at 665 E. Wilmington Avenue, Salt Lake City, Utah, 84106, as further described in that Special Warranty Deed recorded in the records of Salt Lake County, Utah at Book 10756, Page 7486, and being further described in Exhibit “A” (hereinafter the term “Property” shall be deemed to also include the Building).

**“Replacement Lease”** means any lease, sublease or license, to use or occupy all or any portion of the Easement Area following the expiration or early termination of an Initial Lease or New Lease (including any escalations, amendments, extensions or modifications thereto).

**“Replacement Tenant”** means a third party to which Crown has granted the right to use and occupy all or any portion of the Easement Area previously occupied by an Initial Tenant or New Tenant pursuant to a Replacement Lease, and its Affiliates, successors and assigns, subject to the terms and conditions contained herein.

**“Revenue Share”** is defined in Section 5(b) of this Agreement.

**“Rooftop”** shall mean the rooftop of the Building, including parapet walls and the rooftop areas of any penthouses on the Building.

**“Rooftop Tenant Leases”** means all Initial Leases, New Leases and Replacement Leases, as applicable.

**“Rooftop Tenants”** means all Initial Tenants and New Tenants and Replacement Tenants, as applicable.

**“Settlement Agreement”** means that certain Settlement and Mutual Release between Owner and Crown of even date herewith. Owner and Crown acknowledge and agree that entering into this Agreement is in full satisfaction of the parties’ obligations under the Settlement Agreement to grant the “Rooftop Easement.”

**“Site Application”** is defined in Section 12(a) of this Agreement.

**“Term”** is defined in Section 2 of this Agreement.

2. **Grant of Easement.** Effective as of the Effective Date, Owner grants and conveys unto Crown an exclusive perpetual easement in and to a portion of the Easement Area as depicted and marked as Exclusive Easement on Exhibits “B” and “C” for the Permitted Uses (“**Exclusive Easement Area**”). This Agreement and Crown’s rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein (the “**Term**”). Owner also grants unto Crown, as part of this Agreement, a non-exclusive perpetual easement for access and utilities in and to the portion of the Easement Area shown and marked as Non-Exclusive Easement on Exhibits “B” and “C” over, upon, through, and across the Building’s common areas, elevators, stairways, parking lots, and driveways of the Property, including without limitation access to the Building’s existing communication systems and facilities as well as any vertical and horizontal risers, conduits, shafts, and raceways located therein, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (“**Non-Exclusive Easement Area**”). Neither Crown, nor any person entering the Property on behalf of Crown, shall cause or permit any unreasonable interference with or interruption of the occupancy of any Building User or the business operations of Owner or use by any Building User of the Property. Crown agrees that all installation, construction and maintenance shall be performed in a responsible and workmanlike manner, using generally acceptable construction standards. Crown further agrees to label each cable or wire placed by Tenant in the telecommunications pathways of the Building, with identification information as required by Owner. Crown shall repair any damage to the Building caused by Crown’s installation, maintenance, replacement, use or removal of the Equipment. Crown shall use commercially reasonable efforts during its access over, upon and through the Property to minimize any interference with the commercial business operations of Owner or of any Building User.

3. **Permitted Uses; Owner’s Use of Rooftop.**

a) **Permitted Uses.** During the Term, Owner grants to Crown and the Rooftop Tenants the right to use the Easement Area for the Permitted Uses.

b) **Owner’s Use of Rooftop.** Nothing herein is intended to restrict or interfere with Owner’s use of the Rooftop or Building for any purposes that are consistent with the Permitted Uses and/or the rights of Crown and the Rooftop Tenants as set forth in this Agreement.

4. **Exclusive Marketing Rights.** Given the nature of Crown's exclusive rights in the Exclusive Easement Area hereunder, Owner hereby agrees to refer to Crown any party that may express interest in using the Property for the Permitted Uses. During the Term, Owner agrees that it will not enter into any written or oral agreement with any third party for said third party to use the Property for the Permitted Uses.

5. **Subleasing; Revenue Share; Revenue Share Adjustments.**

a) **Subleasing and Revenue Share.** Crown shall have the right subject to the terms and conditions of this Agreement, to lease, sublease, or license any of its interest in the Rooftop Easement Area and Equipment without consent. In addition to the Initial Tenants, Crown shall have the right to lease, sublease and/or license the Rooftop Easement and Equipment to a third telecommunications provider, a New Tenant with the consent of the Owner, which shall not be unreasonably withheld, conditioned or delayed. In no event shall Crown have more than three tenants utilizing the Equipment pursuant to this Agreement. Subject to the conditions set forth herein, Crown shall pay to Owner fifty percent (50%) of all New Tenant Revenue only for such New Tenant within sixty (60) days following receipt of any such New Tenant Revenue ("**Revenue Share**") for the New Tenant. Crown shall have no obligation for payment to Owner of Revenue Share if not actually received by Crown. Non-payment by New Tenant of amounts due under its New Lease shall not be a default under this Agreement; and Owner acknowledges that Owner shall have no recourse against Crown as a result of such non-payment.

b) **Revenue Share Adjustments.** The parties hereto acknowledge that all information needed to calculate Revenue Share from the New Tenant may, from time to time, not be readily available. Accordingly, the parties agree that Crown may base Revenue Share on the relevant New Tenant New Leases, and later make adjustments if overpayments or underpayments occur. At any time, but no more than twice annually, Owner may request that Crown provide a report of the Revenue Share in Crown's standard form.

6. **Owner's Work/Installation of Equipment on Building Rooftop.**

a) In order to install Equipment onto the Rooftop, Owner shall complete at its sole and expense certain work to prepare the Rooftop for the installation ("Owner Work"). The Owner's Work shall be paid for by an entity related to the Owner known as Wilmington SLC, LLC. Owner's Work includes, but is not limited, to: 1) installing a chase way from the ceiling on the ground level parking garage to the Rooftop, 2) installing cable trays being hung from the ceiling of the ground level parking garage from the chase way to the customer's ground equipment and confirmation that 200 AMP, 120/240V electrical service is available in the Easement Area. The Owner's Work shall be completed within sixty (60) days of the full execution of this Agreement. Owner's Work will be deemed fully complete once it is completed, inspected and accepted by Crown ("Full Completion").

b) Within ninety (90) days of the Full Completion of the Owner's Work, Crown and/or its agents, contractors, customers or customer's contractors at its sole cost and expense shall install the Equipment on the Rooftop in accordance with plans and specifications already approved by Owner.

**7. Assignment; Replacement and New Leases.**

a) Assignment. Crown has the right, at its sole discretion, to assign its interest in this Agreement without consent to an Affiliate. All other assignments of this Agreement by Crown shall require Owner's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. An assignment of this Agreement by Crown that complies with the foregoing shall be effective upon Crown sending written notice to Owner and shall relieve Crown from any further liability or obligation hereunder on or after the date of such assignment. The parties acknowledge that an assignment of this Agreement shall not be deemed a termination. Owner shall have the right to assign all or a portion of Owner's interest in this Agreement, including an assignment of the revenue stream; provided, however, that if such assignment is separate and distinct from a transfer of Owner's entire right, title and interest in the Property, Owner must obtain the prior written consent of Crown, which may be withheld in Crown's sole discretion. Notwithstanding the foregoing, Owner may, without consent of or notice to Crown, assign all or a portion of this Agreement to a future lender in conjunction with a mortgage on the Property.

b) Replacement Leases. During the Term, Crown has the right to enter into Replacement Leases with Replacement Tenants for the Easement Area for the Permitted Uses on terms negotiated solely by Crown and entered into by Crown without Owner's consent, utilizing Crown's commercially reasonable judgment, provided that each Replacement Lease must include the terms described in Section 8(c) below. Crown shall not share any Replacement Tenant Revenue with Owner unless such Replacement Lease is for the New Tenant, and Crown may prioritize entering into a Replacement Lease ahead of entering into a New Lease.

c) New Leases. During the Term and after a Site Application has been approved in accordance with Section 12(a), Crown has the right, in its discretion, to enter into New Leases with New Tenants for the Rooftop, provided that each New Lease must include the terms described in Section 8(d) below and must provide for fair market value rental rates.

d) Leasing Requirements. All New Leases and Replacement Leases must include the following: (i) an obligation that such New Tenant or Replacement Tenant, as applicable, carry insurance in amounts and of the types comparable to those Crown is required to carry in Section 19 below; (ii) indemnification provisions comparable to those contained within Section 16(b) below; and (iii) a requirement that all installations and operations must comply with all Laws and the terms of this Agreement.

**8. Access.** Crown, the Rooftop Tenants, and all of their respective employees, agents, guests and contractors shall have access to the Easement Area, including access over, upon, through and across the common areas, elevators, stairways, parking lots, and driveways of the Building and the Property during normal business hours; provided, however, in the event of an emergency, Owner shall permit Crown and the Rooftop Tenants to have access twenty four (24) hours per day, seven (7) days a week and provided that neither Crown, nor any person entering the Property on behalf of Crown, shall cause or permit any unreasonable interference with or interruption of the occupancy of any Building User or the business operations of Owner or use by any Building User of the Property. Owner shall have the affirmative obligation to take all measures

reasonably necessary to ensure the uninterrupted access to the Easement Area by Crown and the Rooftop Tenants. In the event Crown or any of the Rooftop Tenants are unable to access the Easement Area for any reason other than an act of god or similar event outside of Owner's reasonable control, Owner shall be responsible to pay Crown one hundred dollars (\$100) per day until access is restored (the "Access Fee"). Owner shall pay any Access Fees assessed under this Section 9 within thirty (30) days of receipt of demand from Crown. In the event that Owner fails to pay the Access Fee to Crown within the foregoing timeframe, Crown shall have the right to collect such amounts from Owner together with interest on the outstanding balance at the rate of 12% per annum, calculated from the date of Crown's payment request until fully paid. Owner and Crown have determined and hereby agree that it would be impractical or extremely difficult, if not impossible, to ascertain with any degree of certainty the amount of damages that would be suffered by Crown if Crown or the Rooftop Tenants are unable to access to the Easement Area, and the parties agree that a reasonable estimate of such damages under the circumstances is an amount equal to the Access Fee. Nothing herein shall limit Crown's rights to pursue any other remedy available at law or in equity, including, but not limited to, injunctive relief.

**9. Due Diligence Investigation.** During the Term, Crown shall have the continuing right to analyze the suitability of the Rooftop for the Permitted Uses. Crown, the Rooftop Tenants, and each of their employees, agents, contractors, engineers, and surveyors shall have the right, at their expense, to enter upon the Property and Building upon at least forty-eight (48) hours' prior written notice to Owner to do those things on or off the Property that, in Crown's reasonable discretion, are necessary to determine the physical condition of the Property and the Building, the environmental history of the Property, Owner's title to the Property and the feasibility or suitability of the Rooftop for the Permitted Uses (the "**Due Diligence Investigation**"). Notwithstanding anything to the contrary, Crown agrees that in conducting the Due Diligence Investigation: (i) Crown will not conduct any inspections, studies, tests or other evaluations which involve damage to the Property, Building or Rooftop or which involve boring, drilling or other invasive or destructive testing methods without first obtaining Owner's prior written consent, which shall not be unreasonably withheld; (ii) Crown and every person entering the Property on behalf of Crown shall conduct the Due Diligence Investigation in a careful and safe manner and in compliance with all applicable Laws; and (iii) neither Crown, nor any person entering the Property on behalf of Crown, shall cause or permit any interference with or interruption of the occupancy of any Building User or the business operations of Owner or use by any Building User of the Property.

**10. Zoning and Approvals.** During the Term, Owner shall (at no cost to Owner): (i) cooperate with Crown in its efforts to perform the Due Diligence Investigation and to obtain all of the Approvals, including all appeals; and (ii) take no action that would materially adversely affect the Easement Area or the Permitted Uses. Owner acknowledges that Crown's ability to use the Easement Area is contingent upon Crown obtaining and maintaining the Approvals. Owner agrees to execute such commercially reasonable documents as may be necessary to obtain and thereafter maintain the Approvals, and agrees to be named as the applicant for said Approvals. Owner understands that any such application or the satisfaction of any requirements thereof may require Owner's cooperation, which Owner hereby agrees to provide (no cost to Owner). Owner shall not knowingly do or permit anything that will interfere with or negate any Approvals pertaining to the Equipment or the Easement Area or cause them to be in nonconformance with

applicable Laws. Owner shall be entitled to no further consideration with respect to any of the foregoing matters.

**11. Equipment Installation and Maintenance.**

a) Prior to the installation of any new Equipment, Crown shall submit detailed specifications of the planned installation to Owner for its review and approval (a "Site Application"). All such Site Applications submitted to Owner for review shall include a depiction or description of the location where the Equipment would be installed, together with drawings or photographs of the proposed Equipment to be installed, including a description of the weight, height, quantity and size of the same. Owner may only refuse to approve a Site Application if Owner provides Crown with a written request for specific modifications. In the event Owner does not provide Crown with its approval or a written request for modifications of a Site Application within thirty (30) days of its receipt of a Site Application, such Site Application shall be deemed approved by Owner. Once the Site Application approval is obtained, those areas subject to the Site Application shall automatically become part of the Easement Area hereunder, without further action by either party or further consideration owed to Owner.

b) Crown and the Rooftop Tenants shall, without a Site Application and without consent of or notice to Owner, have the right to repair, maintain, install, replace or upgrade any Equipment located inside of the Easement Area, whether such Equipment is located within the original-defined Easement Area or within those areas of the Easement Area added pursuant to a Site Application in accordance with Section 11(a). Notwithstanding the foregoing, if any repair, maintenance, installation, replacement or upgrade to be performed by Crown or the Rooftop Tenants will involve roofing work, structural work or temporary shutdown to any of the Building's electrical, plumbing or mechanical systems, then prior to such repair, maintenance, installation, replacement or upgrade, Crown shall comply with the Site Application approval process in accordance with Section 11(a).

c) Crown shall manage all engineering services in connection with its Permitted Uses, including intermodulation studies and all site engineering and construction necessary to install, operate and maintain Equipment on the Easement Area. The parties acknowledge that it is necessary to make connections between areas of the Easement Area in order to make the Equipment operational, and therefore, Crown shall have the right to install conduit, sleeves and cables on the Property connecting such areas and Equipment.

d) Crown and the Rooftop Tenants shall install, construct and maintain their Equipment on the Easement Area at no cost to Owner.

e) Crown shall, at its expense, keep and maintain, or, as applicable, use reasonable efforts to cause the Rooftop Tenants to keep and maintain, the Equipment in good, safe, and clean order.

f) All installations and operations in connection with this Agreement shall comply with all Laws. Owner assumes no responsibility for the licensing, operation or maintenance of the Equipment.



g) Subject to the provision of Section 23, Crown shall be responsible to repair any damage to the Easement Area, Building and the Property caused by Crown, and shall enforce the obligations of the Rooftop Tenants, and all of their respective employees, agents, guests and contractors to repair any damage to the Easement Area caused by such party; provided, however, Crown shall have no duty to repair damage or reimburse Owner for any expense associated with the normal wear and tear on the Easement Area or any other expense not reasonably resulting from Crown's use and occupancy of the Easement Area.

**12. Owner Covenants and Responsibilities.**

a) Owner covenants and warrants that Crown shall have the quiet enjoyment of the Easement Area and shall not be disturbed as long as Crown is not in default beyond any applicable grace or cure period.

b) Owner further covenants and agrees that Owner shall, at all times during the Term, maintain in good, sound, and substantial repair and condition, the Property and the Building upon which the Easement Area is situated, including the structural integrity of the Building. Prior to installation of the Equipment, Crown shall ensure that the Equipment does not affect the structural integrity of the Building. Owner makes no warranty or representation that the Building or any portions thereof are suitable for the use of the Equipment, it being assumed that Crown has satisfied itself thereof.

c) Owner shall, at its sole cost, be responsible in all respects for the Building Work. Crown agrees to reasonably cooperate with Owner to facilitate Owner's performance of any Building Work that affects the Rooftop or the Easement Area. Such cooperation shall include suggestions as to the most cost-effective measures to minimize disruption to the Equipment. Owner agrees to provide at least forty-five (45) days' notice to Crown of its intention to perform any Building Work that would impact the Rooftop or the Easement Area; except in the case of emergency in which case Owner shall give as much notice as possible under the circumstances. Any Building Work that requires the temporary relocation of the Equipment shall be first approved by Crown, in Crown's reasonable discretion, and any such relocation shall be at Owner's sole cost and expense and consistent with the Rooftop Tenant Leases.

d) Except for those Laws specifically applicable to the Equipment, the Permitted Use or to Crown's or any Rooftop Tenant's operations, Owner shall be solely responsible for ensuring that the Building is operated in compliance with all Laws and will further indemnify and hold Crown harmless from and against any and all costs, expenses, fees or liability arising from Owner's failure to comply with said Laws. Crown may give Owner written notice of Owner's failure to comply with said Laws. In the event Owner fails to correct said violation(s) of the Laws within thirty (30) days upon receipt of said notice, Crown shall be entitled, but not obligated, to cause such work to be done as is necessary to bring the Easement Area (and the Equipment located thereon) into compliance with such Laws, and Owner shall reimburse Crown for such costs within thirty (30) days of receipt of an invoice for such costs.

**13. Personal Property.** All improvements, Equipment or other property attached to or otherwise brought onto the Easement Area shall, at all times, remain the personal property of

Crown or the Rooftop Tenants, as applicable. Crown and the Rooftop Tenants shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable Laws. Owner hereby waives and releases any and all liens, whether statutory or under common Laws, with respect to the personal property of Crown or the Rooftop Tenants, as applicable, whether now or hereafter located on the Easement Area.

**14. Security of Easement Area.** Owner shall limit all other access to the Easement Area and the Equipment to only those personnel or contractors as are reasonably necessary for Owner's maintenance of the Easement Area and the Building. In order to limit access to the Easement Area and the Equipment, Crown shall be permitted to install signage, markings and fencing or other barricades on the Property.

**15. Utilities.** Owner shall not be responsible for the expense of any electric or telecommunications utilities associated with the operation of any Equipment installed on the Easement Area by Crown or the Rooftop Tenants. With respect to the use of electric utilities, Crown, New Tenants or the Replacement Tenants may either: (i) directly contract with the local electric utility company servicing the Building and have such utility company install, at the sole cost and expense of Crown, New Tenants or the Replacement Tenants, separate metering devices to measure the usage attributable to Crown, New Tenants or the Replacement Tenants, and such parties shall pay the electric utility company directly for such usage; or (ii) connect to the Building's electrical system and install, at the sole cost and expense of Crown, New Tenants or the Replacement Tenants, a sub-meter to measure the usage attributable to Crown, the New Tenants or the Replacement Tenants. If Crown, a New Tenant or a Replacement Tenant connects to the Building's electrical system and installs a sub-meter, either Crown, New Tenant or the Replacement Tenant shall be permitted, at its expense, to engage a third-party remote meter-reading service provider to install on the Easement Area devices designed to measure electric utility usage on the Easement Area. Irrespective of whether Crown, New Tenants or the Replacement Tenants engage a third-party remote meter-reading service provider, upon installing a sub-meter to measure the electric utility usage on the Easement Area, Crown, New Tenants or the Replacement Tenants shall reimburse Owner for the share of Owner's electric utility expense that is directly attributable to their respective usage, provided that Crown, New Tenants or the Replacement Tenants shall have received from Owner invoices and such other documentation as may reasonably be necessary to determine the share of Owner's electric utility expense that is directly attributable to Crown, New Tenants or the Replacement Tenants.

**16. Hold Harmless.**

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

b) Crown hereby indemnifies, holds harmless, and agrees to defend Owner against all damages asserted against or incurred by Owner by reason of, or resulting from: (x) the breach by Crown of any representation, warranty, or covenant of Crown contained herein, or (y) any negligent act or omission of Crown, excepting however such damages as may be due to or caused

by the acts of Owner or its agents or (z) Crown's installation, maintenance, replacement, use or removal of the Equipment.

**17. Waiver of Claims and Rights of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Property or to the Easement Area, 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, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Equipment, the Property or the Easement Area shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

**18. Real Estate Taxes.** Owner shall pay all real estate taxes on the Property; provided Crown agrees to reimburse Owner for any documented increase in real estate taxes levied against the Property that are directly attributable to Equipment installed on the Easement Area by Crown, New Anchor Tenant, the Replacement Tenants or the New Tenants. Owner agrees to provide Crown any documentation evidencing the increase and how such increase is attributable to Equipment installed on the Easement Area by Crown, Replacement Tenants or the New Tenants. Crown reserves the right to challenge any such assessment, and Owner agrees to cooperate with Crown in connection with any such challenge.

**19. Insurance.**

a) At all times, Crown shall carry, at no cost to Owner, adequate commercial general liability insurance with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 in the aggregate. Owner hereby agrees that Crown may satisfy this requirement pursuant to master policies of insurance covering other locations of Crown. Crown shall provide evidence of such insurance upon request, and such evidence shall name Owner as an additional insured.

b) At all times, Owner shall carry, at no cost to Crown, (i) adequate commercial general liability insurance with limits of not less than \$2,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; and (ii) fire and extended coverage, all risk insurance on the Property for the full replacement cost thereof, subject to a coinsurance requirement of no more than 80%. Crown hereby agrees that Owner may satisfy this requirement pursuant to master policies of insurance covering other locations of Owner. Owner shall provide evidence of such insurance upon request, and such evidence shall name Crown as an additional insured.

**20. Hazardous Material.**

a) Crown shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Material on or from the Easement Area in any manner not sanctioned by Laws. In all events, Crown shall indemnify and hold Owner harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Material on the Easement Area if caused by Crown. Crown shall execute such affidavits, representations and the like from time to

time as Owner may reasonably request concerning Crown's best knowledge and belief as to the presence of Hazardous Materials on the Easement Area.

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

c) To the best of Owner's knowledge, neither the Building nor the Property is in violation of or subject to any existing, pending, or threatened investigation or inquiry by any governmental authority or subject to any remedial obligations under any applicable Environmental Laws.

**21. Non-Interference.** Crown shall have the exclusive right to construct, install and operate wireless communications facilities that emit radio frequencies within the Easement Area. Owner shall not permit the construction, installation or operation on the Property of any equipment or device that interferes with Crown's Permitted Uses. Subject to the foregoing, nothing contained herein shall prohibit a Building User from installing antenna, dishes or similar equipment at the Building, provided such equipment is for such Building User's personal use in connection with its business operations and not for the purpose of providing commercial wireless communications services to third parties. Tenant agrees that the Equipment, and any wires, cables or connections relating thereto, and the installation, maintenance and operation thereof shall not unreasonably interfere with the use and enjoyment of the Building, or the operation of communications (including, without limitation, other satellite dishes) or computer devices by Owner or by other tenants or occupants of the Building. If such interference shall occur, Owner shall give Crown written notice thereof and Tenant shall take actions to correct the same within twenty-four (24) hours of receipt of such notice.

**22. Default.**

a) Notice of Default; Cure Period. In the event that there is a default by Owner or Crown (the "Defaulting Party") with respect to any of the provisions of this Agreement or Owner's or Crown's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have ten (10) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the thirty (30) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than thirty (30) days to cure, and Defaulting Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

b) Consequences of Crown's Default. In the event that Crown is in default beyond the applicable periods set forth above, Owner may, at its option, upon written notice: (i) take any actions that are consistent with Owner's rights; or (ii) sue for injunctive relief, sue for specific performance, or sue for damages. In addition to the foregoing, Owner shall have the right to terminate this Agreement following an uncured Crown default, but only if such uncured default could reasonably be expected to: (x) diminish by more than a de minimis amount the value of the Property or Building, (y) increase by more than a de minimis amount the cost of operating or maintaining the Property or Building; or (z) otherwise have a material adverse effect on Owner's use or operation of the Property. In no event shall Crown be liable to Owner for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

c) Consequences of Owner's Default. In the event that Owner is in default beyond the applicable periods set forth above, Crown may, at its option, upon written notice: (i) terminate this Agreement, vacate the Easement Area and be relieved from all further obligations contained herein; (ii) perform the obligation(s) of Owner specified in such notice, in which case any expenditures made by Crown in so doing shall be deemed paid for the account of Owner and Owner agrees to reimburse Crown for said expenditures upon demand; (iii) take any actions that are consistent with Crown's rights; or (iv) sue for injunctive relief, sue for specific performance, sue for damages. In no event shall Owner be liable to Crown for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

### **23. Casualty and Condemnation.**

a) In case of damage to the Building by fire or other casualty, Owner shall, at its expense, cause the damage to be repaired to a condition as nearly as practicable to that existing prior to the damage with reasonable speed and diligence. If Crown or the Rooftop Tenants cannot operate their Equipment in a manner satisfactory to Crown or such Rooftop Tenant, or if the Easement Area is not tenantable for any reason, Revenue Share shall be abated from the date of the occurrence of such damage or destruction until the Easement Area can again be used for Crown's intended purposes. In addition, Crown shall be permitted to operate a temporary site, in a location reasonably acceptable to Owner, from the date of the casualty until the repair and reconstruction has been completed and Crown is able to recommence its operations on the Easement Area in a commercially reasonable manner. In the event the damage is so extensive that Owner decides, in its reasonable discretion, not to repair or rebuild the Building, or if the casualty is not of a type insured against under standard fire policies with extended type coverage, this Agreement shall be terminated as of the date of such casualty, and the Revenue Share (taking into account any abatement as aforesaid) shall be adjusted to the termination date and Crown shall thereupon promptly vacate the Easement Area.

b) If at any time during the Term all or substantially all of the Easement Area, or the Building and Equipment located on the Easement Area, shall be taken in the exercise of the power of eminent domain by any governmental or other authority, or by deed in lieu of condemnation, then Crown may terminate this Agreement by providing written notice to Owner within thirty (30) days of such condemnation or eminent domain action, which termination shall be effective as of the date of the vesting of title in such taking. Owner and Crown shall each be entitled to pursue their own separate award with respect to such taking. In the event of any taking of less than all or

substantially all of the Easement Area, this Agreement shall continue and each of Owner and Crown shall be entitled to pursue their own separate awards with respect to such taking.

**24. Crown's Termination Right; Effect of Termination.** Crown shall have the right to terminate this Agreement at any time, without cause, by providing Owner with thirty (30) days' prior written notice. In the event Crown or its successors and assigns, voluntarily cease to use the Rooftop Easement for a period of more than three (3) years (for reasons other than casualty, condemnation or act of god) the Rooftop Easement shall be deemed surrendered and terminated. Upon termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that: (i) any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date; and (ii) any provision hereof which, by its nature, is intended to survive the termination of this Agreement shall so survive.

**25. Surrender of the Property.** Upon the termination or expiration of this Agreement, Crown shall, within ninety (90) days, remove or cause to be removed any Equipment and restore the Easement Area to its original condition, reasonable wear and tear excepted. This Section 25 shall survive the termination of this Agreement.

**26. Owner's Representations and Warranties.** Owner hereby represents and warrants to Crown as of the date hereof:

a) Corporate. Owner is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Utah. Owner is duly qualified to do business in Utah, the jurisdiction where the ownership, use or occupancy of the Property require it to be so qualified.

b) Authorization. Owner has the requisite power and authority to execute and deliver this Agreement and the other transaction documents to which it is a party and to perform the transactions performed or to be performed by it hereunder and thereunder. Such execution, delivery and performance by Owner have been duly authorized by all necessary corporate action. No consents, waivers or approvals from third parties (including any lenders or governmental authorities) are required to consummate the transactions contemplated hereby.

c) Binding Effect. This Agreement constitutes a valid and binding obligation of Owner and is enforceable against Owner in accordance with the terms set forth herein. Neither the execution or delivery of this Agreement nor the consummation of the transactions provided for herein will constitute a default by Owner of any provision of any contract, indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Owner is a party or will result in or constitute a default of any Laws or court order applicable to Owner or the Property.

d) Title to and Condition of Building. Owner has good and indefeasible title to the Property and owns the Property free and clear of all encumbrances, except those encumbrances set forth on **Schedule 28(D)** hereto. To the best of Owner's knowledge, there are no third-party claims contesting Owner's ownership of or title to the Property or the Building. Owner's ownership of the Property includes the right to lease or sublease space or grant easements or licenses to third parties in, on or above the Easement Area without the consent or approval of third parties. The

Easement Area and the Property are in good operating condition and, to Owner's knowledge, have been maintained in accordance with applicable Laws. To Owner's knowledge, the Existing Tenants are not in violation of applicable Laws.

e) Rights to Easement Area. Except Owner, no person other than Crown has any right or claim to possession of the Easement Area (except the rights of the Rooftop Tenants). There are no easements, leases, subleases, licenses or other occupancy agreements (written or oral) which grant any possessory or other interest in or to the Easement Area, or which grant other rights with respect to the use of the Easement Area (other than the Rooftop Tenant Leases).

f) Compliance with Laws. Owner's operations in connection with the Property, the Building and the Easement Area are in compliance with all Laws and court orders.

g) Legal Proceedings. There is no litigation pending or, to Owner's knowledge, threatened, against Owner with respect to, or involving, the Property or the Building. Neither the Property nor the Building is subject to the provisions of any court order. Owner has not received any written notice from a governmental authority regarding any alleged defaults relating to the ownership, use or operation of the Property or the Building under any Laws.

h) Environmental Matters. To Owner's knowledge, Owner is operating the Property and the Building in compliance with all Environmental Laws. There is no pending or, to Owner's knowledge, threatened, litigation or claim asserted under any Environmental Laws relating to the Property and the Building. To Owner's knowledge, Owner has not caused or contributed to any release of Hazardous Materials on, under or migrating to or from any of the Property, the Building or the Easement Area. Owner is not currently investigating or remediating any environmental condition in connection with the Property or the Building; and to Owner's knowledge, no environmental condition exists with respect to the Property or the Building. Neither the Building nor the Property contains asbestos. No person has placed or constructed any storage tank(s) (underground or aboveground) at, in, on, under or above any of the Property, the Building or the Easement Area. There are no generators located at, in, on, under or above the Property, the Building or the Easement Area. Owner has provided Crown with copies of all environmental reports applicable to the Property, the Building and the Easement Area that are in its possession, custody or control, and to Owner's knowledge, such environmental reports are complete and accurate in all material respects.

i) Regulatory. To Owner's knowledge, Owner has complied with all reporting, filing and notification requirements of all Laws, including the Federal Communications Commission, the Federal Aviation Administration and state and local laws applicable to the Building. There are no pending or unresolved or, to Owner's knowledge, threatened, "Notice to Airman" advisories, notices of investigation or notices of violation, or other inquiries or notices by any governmental authority including the Federal Communications Commission or the Federal Aviation Administration, whether oral or written, with respect to the Building. The Property is not located in wetlands or a flood plain area. To Owner's knowledge, there are no archaeological, anthropological or historical finds, objects or sites or any endangered or threatened species in, on, or about the Property. No portion of the Property, the Building or the Easement Area constitutes a "critical habitat" as such term is defined in the Endangered Species Act of 1973, as amended.

The Building is not a designated National Historic Landmark, or listed in or eligible for listing in the National Register of Historic Places. Owner has not received written or electronic notice from the Federal Communications Commission that the Federal Communications Commission is in receipt of a complaint from a member of the public, a State Historic Preservation Office or the Advisory Council on Historic Preservation that the Easement Area has an adverse effect on one or more historic properties.

j) Taxes. All taxes which may or could create a lien against the Property or the Building have been paid to the appropriate governmental authority. Owner is not a foreign person pursuant to the Foreign Investment in Real Property Tax Act, or the Tax Reform Act of 1984.

k) Accuracy of Information. To Owner's knowledge, all information provided by Owner to Crown is true, complete and correct, and Owner has not withheld or included any information, the absence or inclusion of which would make the other information or provided information false or misleading. To Owner's knowledge, the books and records of Owner to which Crown has been given access are true, correct and complete.

**27. Crown's Representations and Warranties.** Crown hereby represents and warrants to Owner:

a) Corporate. Crown is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware. Crown has the requisite power and authority to lease, use and operate the Easement Area and Equipment as is contemplated pursuant to this Agreement.

b) Authorization. Crown has the requisite power and authority to execute and deliver this Agreement and the other transaction documents to which it is a party and to perform the transactions performed or to be performed by it hereunder and thereunder. Such execution, delivery and performance by Crown have been duly authorized by all necessary corporate action. To Crown's knowledge, no consents, waivers or approvals from third parties (including any lenders or governmental authorities) are required to consummate the transactions contemplated hereby.

c) Binding Effect. This Agreement constitutes a valid and binding obligation of Crown, and is enforceable against Crown in accordance with the terms set forth herein. To Crown's knowledge, neither the execution nor delivery of this Agreement nor the consummation of the transactions provided for herein will constitute a default by Crown of any provision of any contract, indenture, mortgage, deed of trust, bank loan or credit Agreement or other instrument to which Crown is a party.

**28. Successors and Assigns.** The terms of this Agreement shall constitute a covenant running with the Property for the benefit of Crown 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. The parties acknowledge that Owner shall have the right to sell, mortgage, lease or otherwise convey the Property, provided that any such sale, mortgage, lease or other conveyance of the Property shall be under and subject to this Agreement and Crown's rights hereunder. Crown acknowledges,



confirms and agrees that this Agreement and the easement and other rights granted to Crown herein are subordinate to the lien of any mortgage on the Property (such that upon a foreclosure, a transfer pursuant to a deed-in-foreclosure or the exercise of remedies by any mortgagee, this Agreement and the easement and other rights granted to Crown herein shall immediately and automatically terminate).

**29. Miscellaneous.**

a) Recording. Crown shall have the right to record this Agreement (or a memorandum of this Agreement) with the appropriate recording officer. Owner shall execute and deliver such a memorandum, for no additional consideration, promptly upon Crown's request.

b) Interpretation. Any defined term in this Agreement shall be equally applicable to both the singular and the plural form of the term defined. The word "or" is not exclusive and shall mean "and/or" unless indicated otherwise and the word "including" is not limiting and shall mean "including, without limitation." References to a Section or Exhibit mean a Section or Exhibit contained in or attached to this Agreement unless specifically stated otherwise. The caption headings in this Agreement are for convenience and reference only and do not define, modify, or describe the scope or intent of any of the terms of this Agreement. This Agreement shall be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provisions in question.

c) Notices. All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records; (ii) hand delivery; or (iii) certified or registered mail, postage prepaid, return receipt requested. 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 Owner at Owner's Notice Address and to Crown at Crown's Notice Address.

d) Applicable Law, Jurisdiction. This Agreement shall be construed in accordance with the Laws of the county and state in which the Easement Area is located, regardless of conflict of law principles.

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

f) IRS Form W-9. Owner agrees to provide Crown with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Crown. In the event the Property is transferred, the succeeding Owner shall have a duty at the time of such transfer to provide Crown with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Revenue Share to the new Owner. Owner's failure to provide the IRS Form W-9 within thirty (30) days after Crown's request shall be considered a default and Crown may take any reasonable action necessary to comply with IRS regulations including withholding applicable taxes from Revenue Share payments.

g) Entire Agreement. Owner and Crown agree that this Agreement (together with the exhibits and schedules attached hereto) contains all of the agreements, promises and understandings between Owner and Crown. No verbal or oral agreements, promises or understandings shall be binding upon either Owner or Crown in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

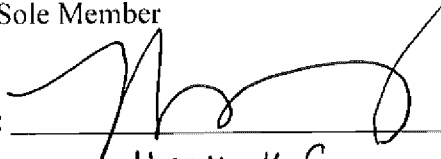
**[Signatures on following page]**

IN WITNESS WHEREOF, Owner and Crown, having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year first written above.

**OWNER:**

700 EAST BE, LLC,  
a Delaware limited liability company

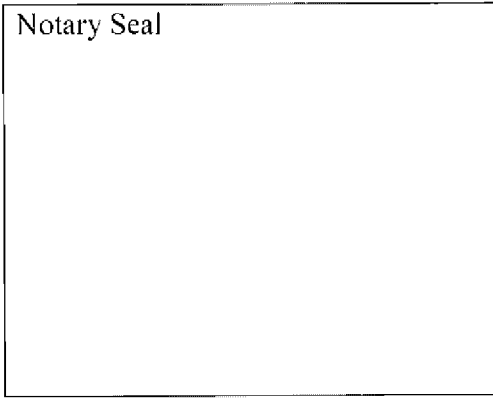
By: Baron Equities, Inc.,  
a California corporation,  
its Sole Member

By:   
 Print Name: Heath H. Gregory  
 Title: Chairman & CEO

STATE OF \_\_\_\_\_ )  
 )ss.  
 COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_ 2023, before me, the subscriber, a Notary Public in and for said State and County, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of 700 EAST BE, LLC, a Delaware limited liability company, known or identified to me to be the person whose name is subscribed to the foregoing Rooftop Easement, 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.



*Please see attached Acknowledgment*

\_\_\_\_\_  
 (Signature of Notary)  
 \_\_\_\_\_  
 (Printed Name of Notary)  
 My Commission Expires: \_\_\_\_\_

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On August 7, 2023 before me, Maylynn Jakubowski, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Heath H. Gregory
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Rooftop Easement
Document Date: August 7, 2023 Number of Pages: 23
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Heath Gregory
[ ] Corporate Officer - Title(s): Chairman & CEO
[ ] Partner - [ ] Limited [ ] General
[ ] Individual [ ] Attorney in Fact
[ ] Trustee [ ] Guardian or Conservator
[ ] Other:
Signer is Representing: Baron Equities

**CROWN:**

**CROWN CASTLE AS LLC**, a Delaware limited liability company

By: *Lisa Sedgwick*

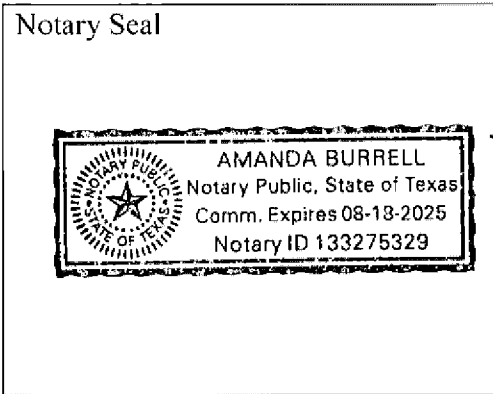
Print Name: Lisa Sedgwick

Title: Manager RE Transactions

STATE OF Texas )  
 )ss.  
COUNTY OF Harris )

On this 14 day of August 2023, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Lisa Sedgwick, the Manager RE Transactions of CROWN CASTLE AS LLC, a Delaware limited liability company, known or identified to me to be the person whose name is subscribed to the foregoing Rooftop Easement, 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.



*Amanda Burrell*  
(Signature of Notary)

Amanda Burrell  
(Printed Name of Notary)

My Commission Expires: 08/18/2025

**ROOFTOP EASEMENT AND ASSIGNMENT AGREEMENT – EXHIBIT “A”**

**LEGAL DESCRIPTION OF THE PROPERTY**

**PARCEL 1:**

Beginning at a point West 63 feet from the Northeast corner of Lot 5, Block 2, Forest Dale Plat "A", according to the official plat thereof and running thence West 37 feet; thence South 75 feet; thence West 288 feet; thence South 115 feet, more or less, to the Northerly line of the Denver & Rio Grande Railroad right of way; thence Northeasterly along said right of way 329 feet, more or less, to a point due South of beginning; thence North 142 feet, more or less, to the point of beginning.

TOGETHER WITH the rights granted to G & M Investment Company, a Utah partnership, by that certain Grant of Easement granting an easement for the location of the structure presently existing upon the following described property:

Beginning at the intersection of the East line of the Elias Morris & Sons Metal Warehouse building and the Northerly right of way line of the Denver & Rio Grande Western Railway Company (opposite Centerline Station 106+73.8), which point of intersection is 154.0 feet South and 199.0 feet West from the Northeast corner of Lot 5, Block 2, Forest Dale Plat "A", said point also being 321.0 feet North 45°27' West from the city monument located at the intersection of Simpson Avenue and 7th East Street, Salt Lake City, Utah; thence South 00°14'10" West 9.1 feet to the Southeast corner of said metal building; thence North 89°45'50" West 67.6 feet along the South line of said metal building to a point on said Northerly right of way line; thence Easterly along said right of way line which is the arc of a 1943.08 foot radius curve to the right through a central angle of 02°00'39" (Note: tangent to said curve at its point of beginning bears North 81°33'03" East) to the point of beginning.

Basis of bearing for the above description is North 00°11'38" East which is the monument line on 7th East Street between Ashton Avenue and Simpson Avenue.

**PARCEL 2:**

Beginning at the Northwest corner of Lot 14, Block 2, of Forest Dale Plat "A", in Block 43, Ten Acre Plat "A"; thence South 00°13'28" West along the West line of said Lot 14, 75.00 feet; thence South 89°55'04" East parallel with the South line of Wilmington Avenue 288.00 feet to a point on the South line of Lot 3 in said Block 2, 100.00 feet West of the Southeast corner of said Lot 3; thence North 00°13'28" East 75.00 feet to the South line of Wilmington Avenue and the North line of said Block 2; thence North 89°55'04" West 288.00 feet to the point of beginning.

**ROOFTOP EASEMENT AND ASSIGNMENT AGREEMENT – EXHIBIT “B”**

**EASEMENT AREA**

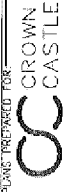
**[Site sketch, including access and utility easements, to be inserted here.]**








FA:14915918 USID:290864



PLANS PREPARED FOR:  
**CROWN CASTLE**  
2000 A. BIRCHWOOD DRIVE  
CINCINNATI, OH 45241-4700




AT&T  
SERVICES CORPORATION  
500 RIVERCHASE BLVD  
SUITE 500  
HOUSTON, TX 77046

**BRIXTON APARTMENTS**  
BUN: 831649  
680 E. WILKINGTON AVE  
SALT LAKE CITY, UT 84106  
SALT LAKE COUNTY


DATE: 3/30/23

<b>RFDS UPDATE</b>			
REV.	DATE	DESCRIPTION	BY
1	2/14/23	ISSUANCE PERMITS	JRS
2	4/06/23	RESUBMIT PERMITS	JRS
3	09/07	RE-SUBMIT	JRS
4	10/06/23	RE-SUBMIT	JRS



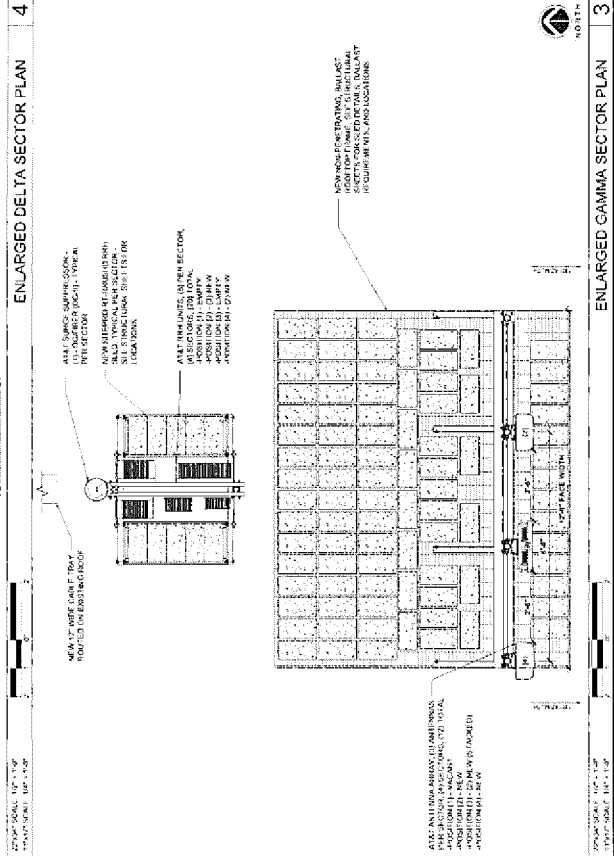
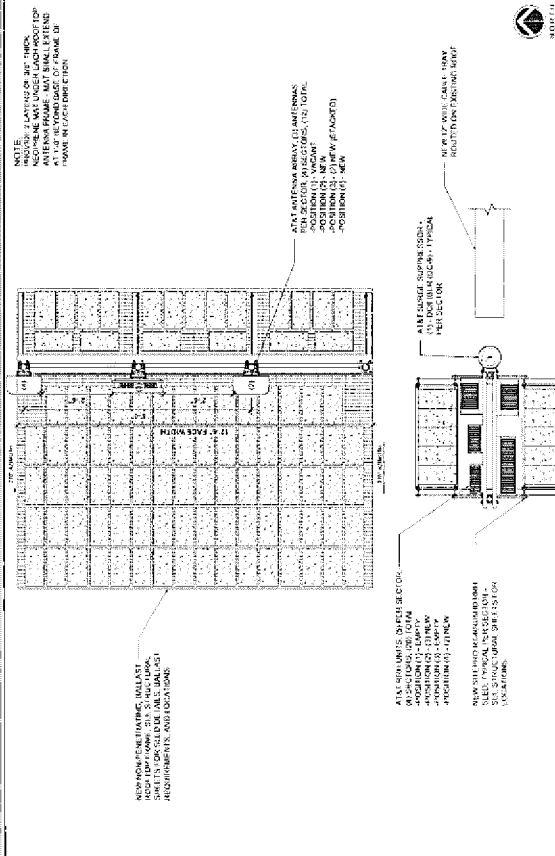
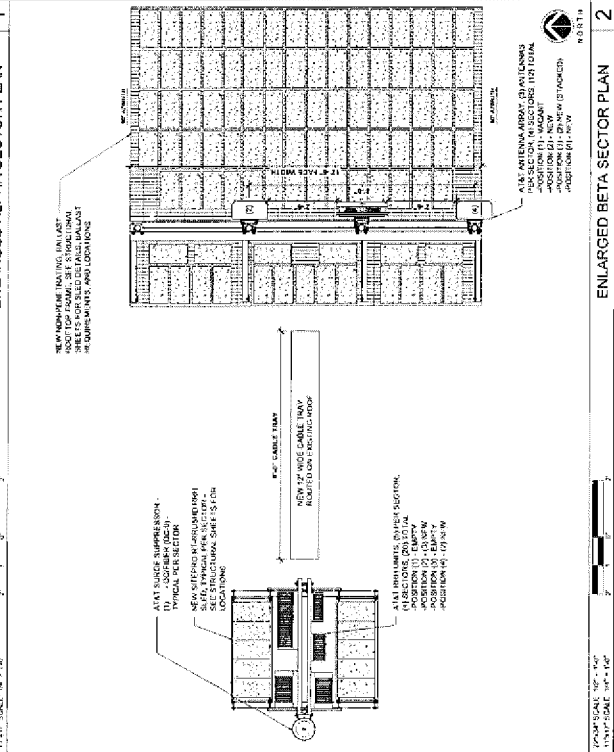
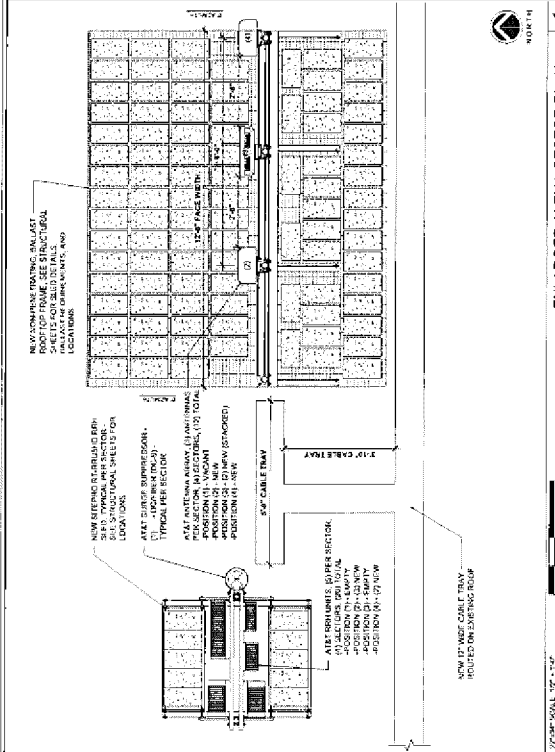
young design corp  
10245 E 2900 South, Suite 200  
Salt Lake City, UT 84120  
PH: 435-431-9555 FAX: 435-431-9608

No liability is accepted for the contents of these drawings. The contractor shall obtain any required permits from the local authority having jurisdiction. The contractor shall obtain any required permits from the local authority having jurisdiction.



JEFFREY A. LUTHER  
PROFESSIONAL ENGINEER  
UT 025986

DRIVER'S SIDE LANE	PROJECT NO.	REV.
3/30/23	RFDS UPDATE	JRS
DATE	PROJECT NO.	REV.
3/30/23	RFDS UPDATE	JRS



PLANS PREPARED FOR:

**CROWN CASTLE**  
 1001 S. 1000 WEST  
 SALT LAKE CITY, UT 84119  
 (801) 466-4444

**AT&T**  
 1000 WEST 200 SOUTH  
 SALT LAKE CITY, UT 84119  
 (801) 466-4444

PROJECT: **IRIDATIONAL BUILDING**

**BRIXTON APARTMENTS**  
 BUN: 831649  
 682 F. WILMINGTON AVE  
 SALT LAKE CITY, UT 84106  
 SALT LAKE COUNTY

DATE: **3/30/23**

ISSUED FOR:

NO.	DATE	DESCRIPTION	BY
1	3/30/23	RFDS UPDATE	ARS
2	4/20/23	RFDS UPDATE	ARS
3	5/07/23	RFDS UPDATE	ARS
4	7/20/23	RFDS UPDATE	ARS
5	10/09/23	RFDS UPDATE	ARS

APPROVED BY:  JRS     MAY     PCY

PLANS PREPARED BY:

**young design corp.**  
 10245 F. Van Latta, Scottsdale, AZ 85258  
 PH: (480) 431-5605    Fax: (480) 431-1608

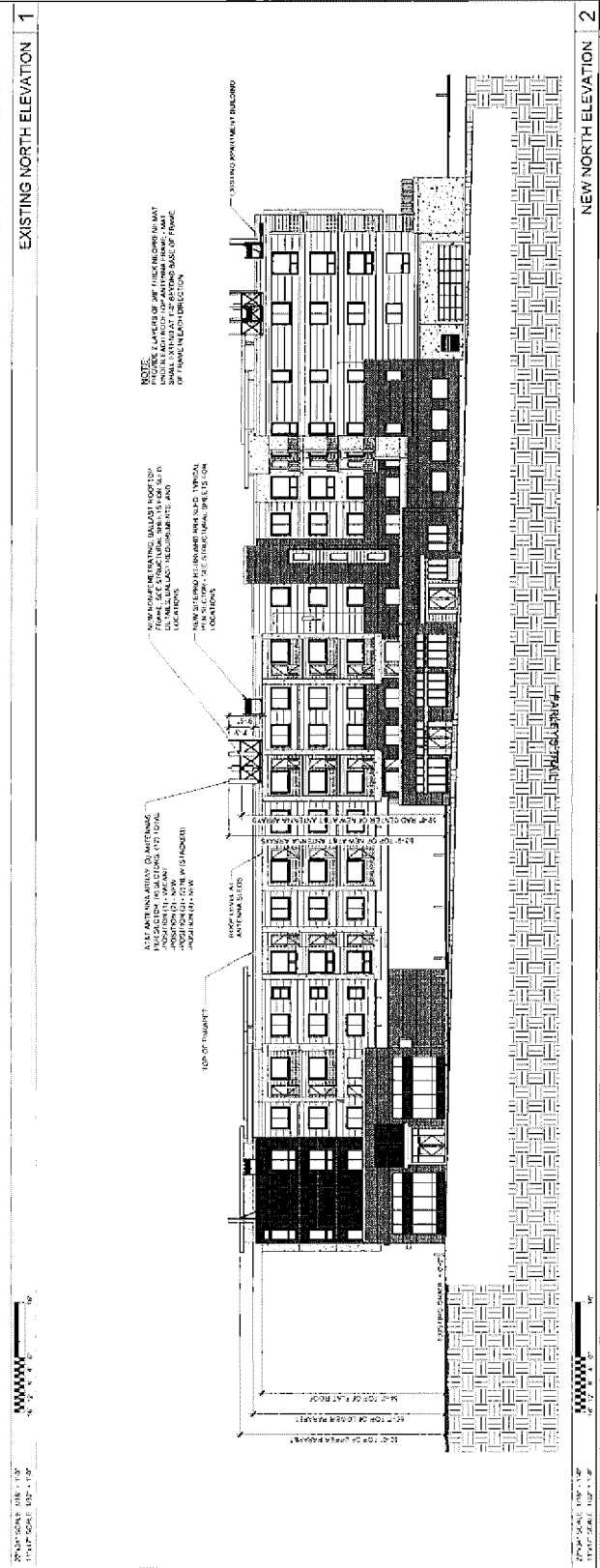
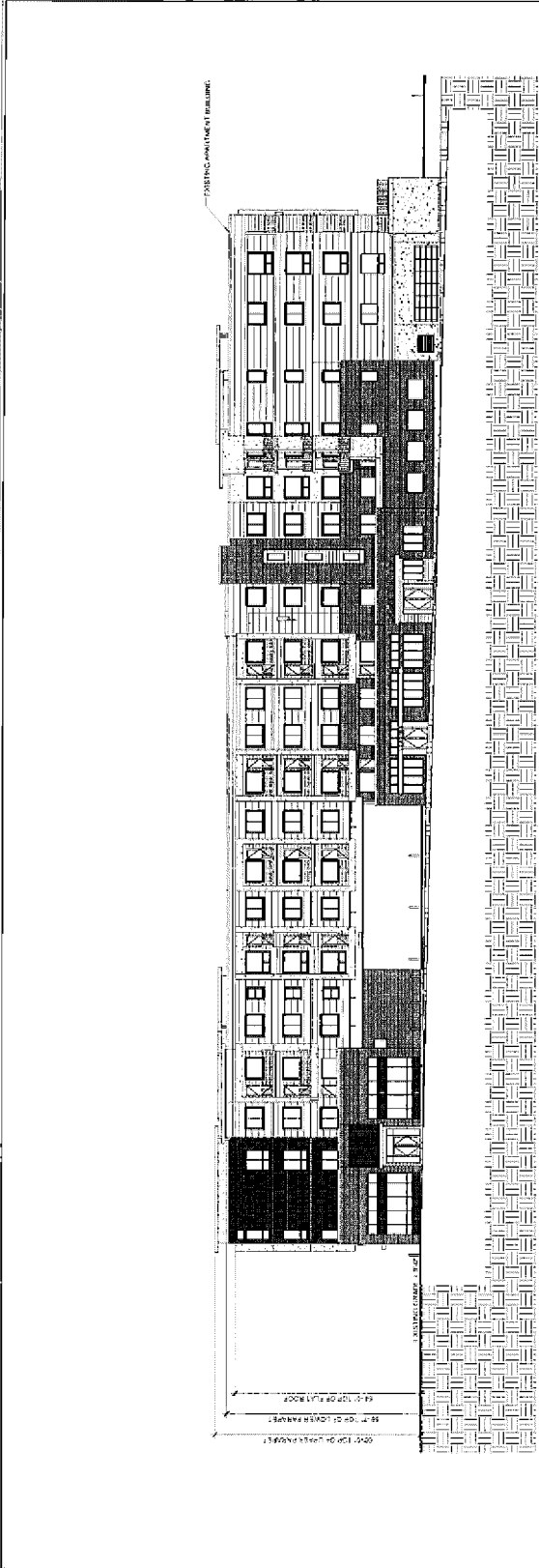
The drawing is prepared and the project is being prepared by Young Design Corporation (YDC) a limited liability company. YDC and its officers, employees, agents, and subcontractors shall not be liable for any errors or omissions in this drawing, specification, or schedule of materials, unless the same are due to the negligence of YDC or its officers, employees, agents, or subcontractors.

**BRUNN**  
 1000 WEST 200 SOUTH  
 SALT LAKE CITY, UT 84119

EXISTING AND NEW ELEVATIONS

SHEET NUMBER: **A-3** OF 4

YDC-9185





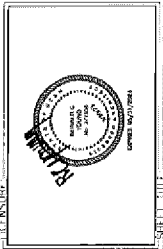
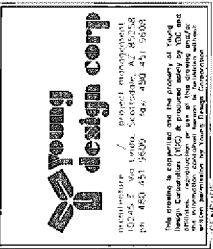
**BRIKTON APARTMENTS**  
 BUN: 831649  
 960 E. WILMINGTON AVE  
 SALT LAKE CITY, UT 84108  
 SALT LAKE COUNTY

DATE: 3/30/23

**RFDS UPDATE**

REV.	DATE	DESCRIPTION	BY	CHK
1	3/30/23	RFDS UPDATE	JPS	ASV

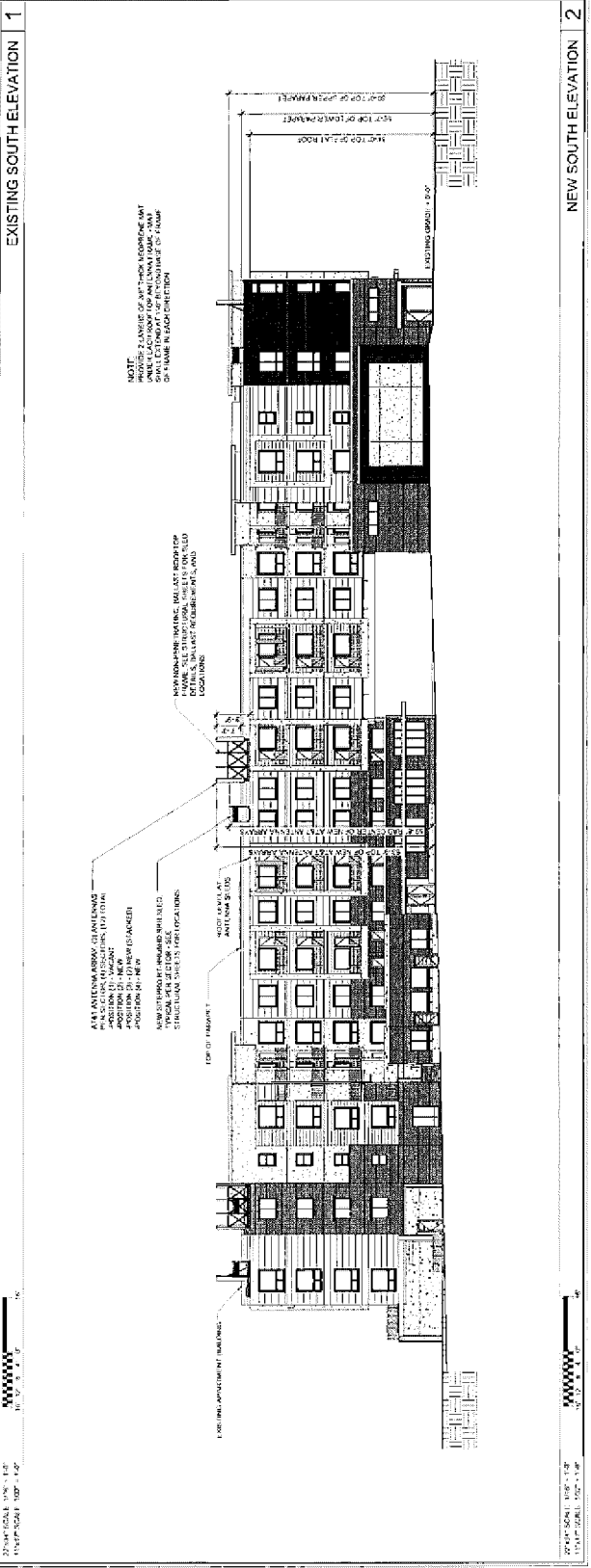
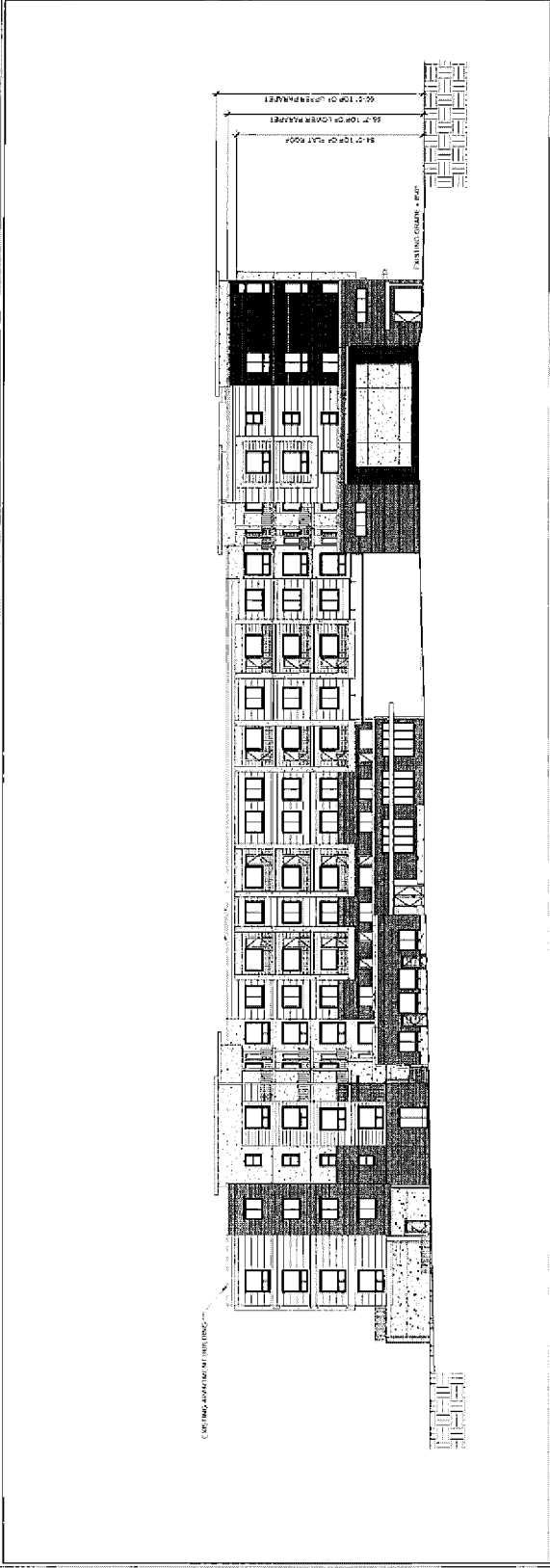
NAME: JPS  
 DATE: 3/30/23



SHEET TITLE: EXISTING AND NEW ELEVATIONS

SHEET NUMBER: A-3.1  
 REVISION: 4  
 YDC-8185

FA: 14918918 USID: 290864




NOTE: THIS IS A RANGE OF APPROXIMATE ONLY. THE EXACT LOCATION OF THE ANTENNA SHALL BE DETERMINED BY THE ANTENNA MANUFACTURER.

FOR INFORMATION, THE FOLLOWING ARE THE ANTENNA TYPES AND LOCATIONS:  
 - ANTENNA TYPE: [unreadable]  
 - ANTENNA LOCATION: [unreadable]


FOR INFORMATION, THE FOLLOWING ARE THE ANTENNA TYPES AND LOCATIONS:  
 - ANTENNA TYPE: [unreadable]  
 - ANTENNA LOCATION: [unreadable]

FOR INFORMATION, THE FOLLOWING ARE THE ANTENNA TYPES AND LOCATIONS:  
 - ANTENNA TYPE: [unreadable]  
 - ANTENNA LOCATION: [unreadable]

**PLANS PREPARED FOR:**



**CROWN CASTLE**  
 3903 S. HAYWARD BLVD  
 FAYETTEVILLE, AR 72703  
 (501) 321-1177



**AT&T**  
 1616 RIVERCHURCH DRIVE #410  
 SALT LAKE CITY, UT 84143

**PROJECT: BIRKINGTON APARTMENTS**  
**BUN: 831649**  
 650 E. WILKINSON AVE  
 SALT LAKE CITY, UT 84145  
 SALT LAKE COUNTY

**DATE: 3/30/23**


**ISSUED FOR:**

**RFDS UPDATE**

REV	DATE	DESCRIPTION	BY
1	3/30/23	ISSUED FOR	JRS
2	3/30/23	ISSUED FOR	JRS
3	3/30/23	ISSUED FOR	JRS


**PLANS PREPARED BY:**

**JRS**    **MAY**    **RCY**



**young design corp**  
 INCORPORATED / REGISTERED ARCHITECTS  
 10045 E. WILKINSON, SUITE 200, SALT LAKE CITY, UT 84143  
 PH: 801-451-9809    FAX: 801-451-9810

The drawing is prepared and in entirety of Young Design Corporation, LLC & produced solely by YDC, Inc. No part of this drawing shall be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Young Design Corporation, LLC.



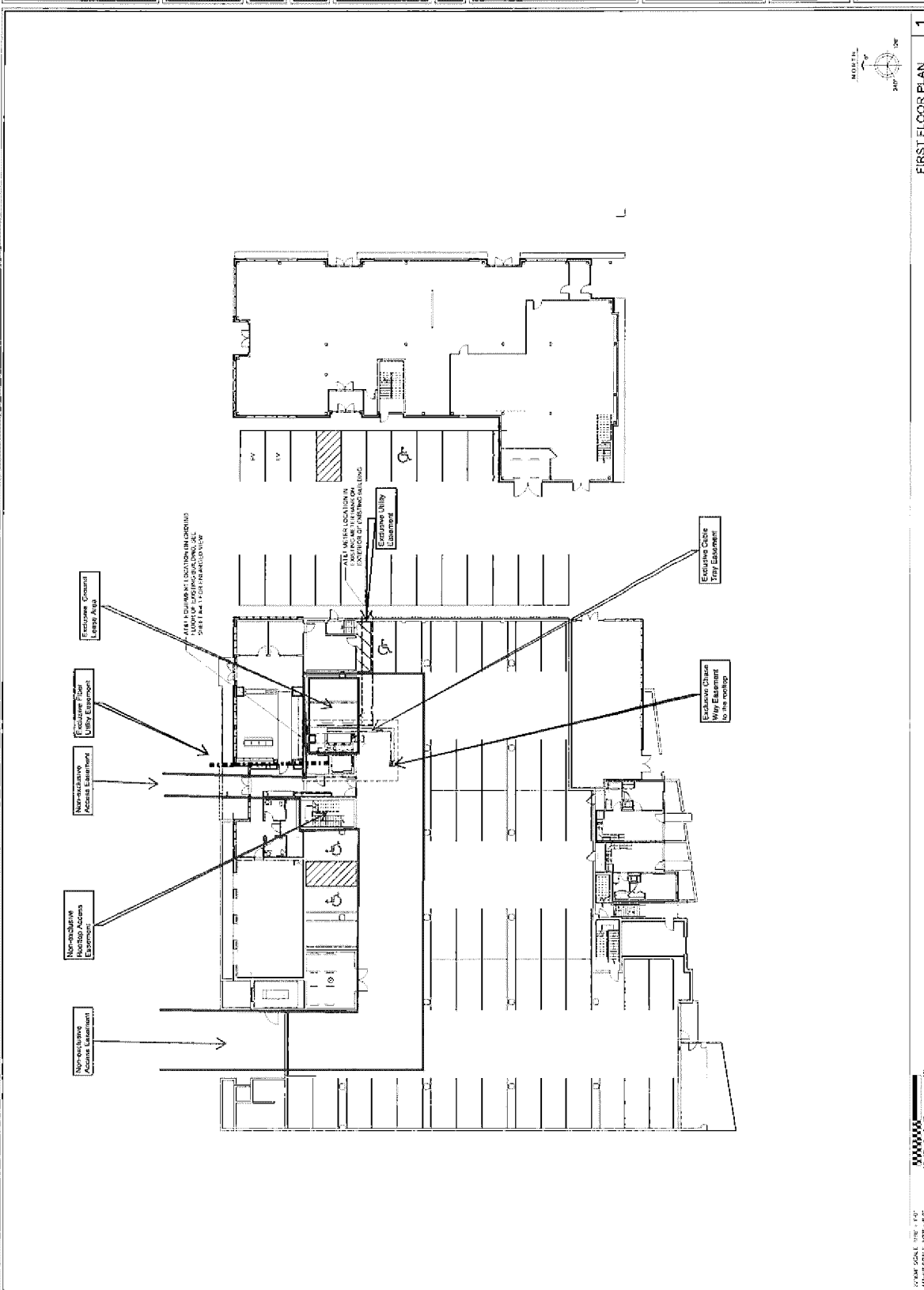
**PLANS TITLE:**

FIRST FLOOR PLAN

**SHEET NUMBER:** **A-4**

**REVISION:** **4**

**YDC-03765**



FIRST FLOOR PLAN 1

PLANS PREPARED FOR:

CROWN CASTLE  
COMMUNICATIONS  
200 S. KENNEDY AVENUE  
DALLAS, TEXAS 75201  
OFFICE: 972.347.4777

AT&T  
INTERNATIONAL GROUP - WEST  
OPERATIONS CENTER  
3000 WEST CENTER ST.

PROJECT INFORMATION:  
**BRIXTON APARTMENTS**  
 BUN: 331549  
 690 F. WILKINSON AVE.  
 SALT LAKE CITY, UT 84105  
 SALT LAKE COUNTY

EQUIPMENT INSTALL DATE:  
**3/30/23**

ISSUED FOR:

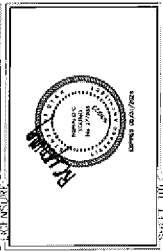
**RFDS UPDATE**

NO.	DATE	DESCRIPTION	BY
1	3/10/23	ISSUED FOR SUBMITTAL	JRS
2	4/10/23	REVISOR FOR ALL COMMENTS	JRS
3	11/09	REVISOR FOR ALL COMMENTS	JRS
4	3/10/23	REVISOR FOR RFDS UPDATE	JRS

PLANS PREPARED BY:  
 JRS MAY 2022

**young design corp**  
 1005 E. 1000 South, Suite 200, Salt Lake City, UT 84143  
 PH: 480.451.9699 Fax: 480.451.9038

The company is responsible for the design of these plans. The contractor shall be responsible for the field installation of the equipment and for the coordination of the work with any existing structural components.

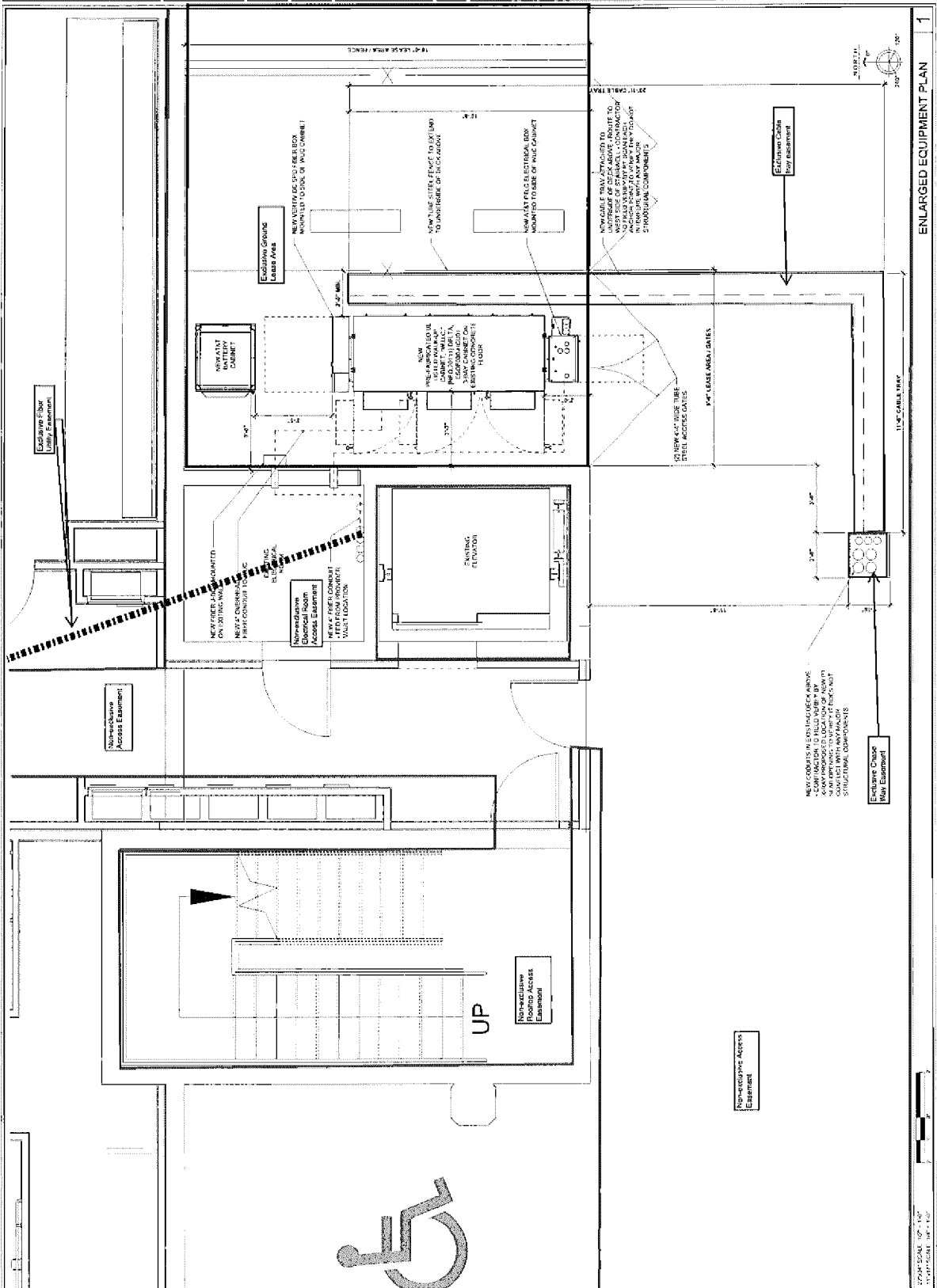


STREET TITLE:  
 ENLARGED EQUIPMENT PLAN

REVISION:  
**A-4.1**

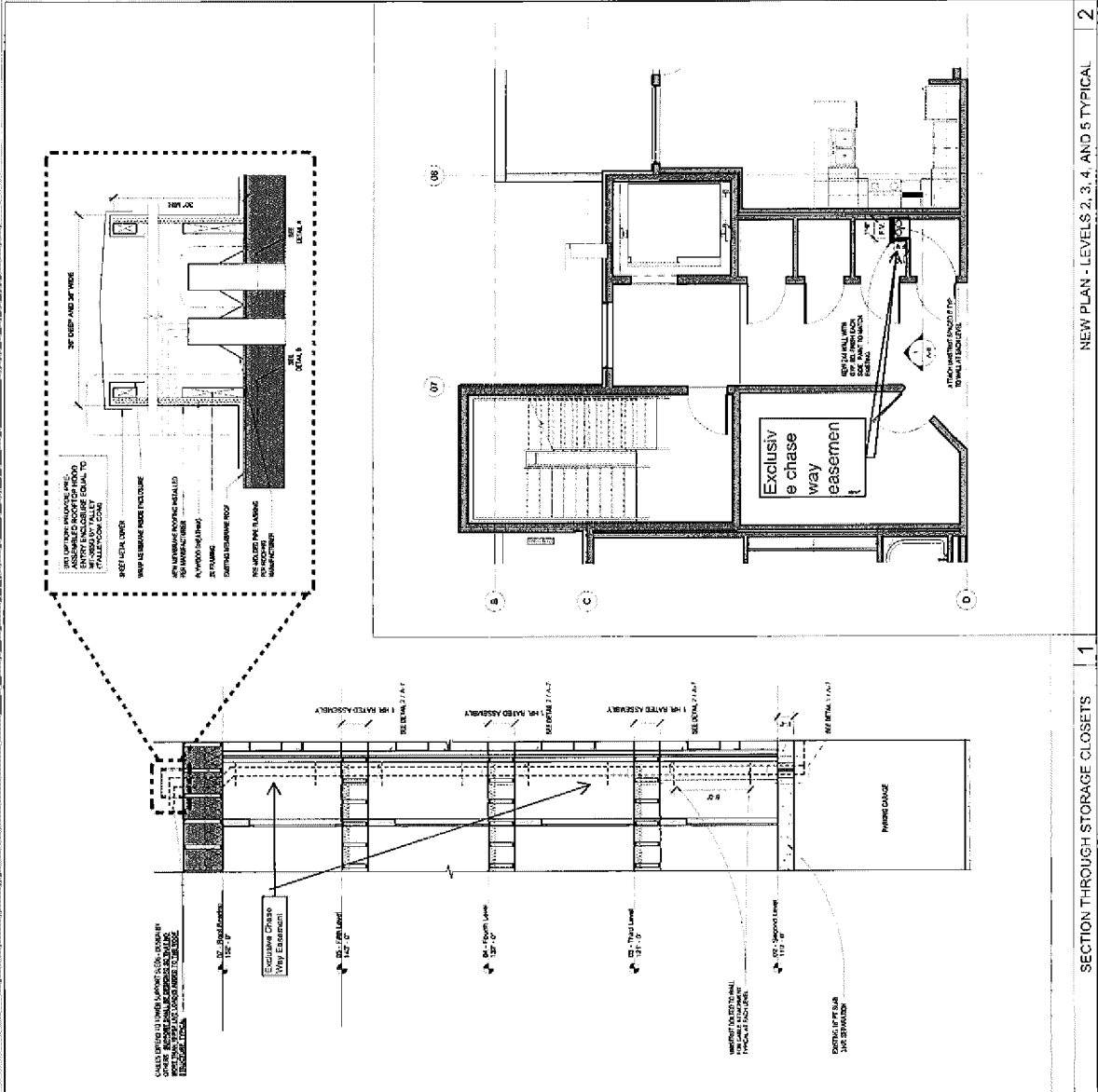
4

YDC-09185



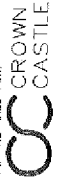




<p>PLANS PREPARED FOR: <b>CROWN CASTLE</b> 100 S. WILMINGTON AVE. SALT LAKE CITY, UT 84119</p>	<p><b>AT&amp;T</b> 100 WILMINGTON AVE. SALT LAKE CITY, UT 84119</p>	<p>PROJECT: BRIXTON APARTMENTS SUN: 831949 660 E. WILMINGTON AVE SALT LAKE CITY, UT 84119 SALT LAKE COUNTY</p>	<p>CURRENT ISSUE DATE: <b>3/30/23</b></p>	<p>ISSUED FOR: <b>RFDS UPDATE</b></p>	<table border="1"> <tr><th>REV.</th><th>DATE</th><th>DESCRIPTION</th><th>BY</th></tr> <tr><td>1</td><td>7/16/22</td><td>ISSUED FOR</td><td>JRS</td></tr> <tr><td>2</td><td>4/20/22</td><td>REVISIONS</td><td>JRS</td></tr> <tr><td>3</td><td>9/26/22</td><td>REVISIONS</td><td>JRS</td></tr> <tr><td>4</td><td>3/29/23</td><td>ISSUED FOR</td><td>JRS</td></tr> </table>	REV.	DATE	DESCRIPTION	BY	1	7/16/22	ISSUED FOR	JRS	2	4/20/22	REVISIONS	JRS	3	9/26/22	REVISIONS	JRS	4	3/29/23	ISSUED FOR	JRS	<p>DESIGNED BY: JRS CHECKED BY: JRS DATE: 3/30/23</p>	<p>PROJECT: BRIXTON APARTMENTS SUN: 831949 660 E. WILMINGTON AVE SALT LAKE CITY, UT 84119 SALT LAKE COUNTY</p>	<p><b>young design corp</b> 10045 E. WA. LANE, SUITE 200, WEST VALLEY CITY, UT 84119 PHONE: 801.434.9005 FAX: 801.434.9006</p>	<p>REGISTERED PROFESSIONAL ENGINEER STATE OF UTAH NO. 10245 E. WA. LANE, SUITE 200, WEST VALLEY CITY, UT 84119 PHONE: 801.434.9005 FAX: 801.434.9006</p>	<p>SHEET TITLE: CABLE CONDUIT OCCUPANCY</p>	<p>SPEC NUMBER: <b>A-6</b></p>	<p>REVISION: <b>4</b></p>	<p>PROJECT NUMBER: <b>YDC-0155</b></p>
REV.	DATE	DESCRIPTION	BY																														
1	7/16/22	ISSUED FOR	JRS																														
2	4/20/22	REVISIONS	JRS																														
3	9/26/22	REVISIONS	JRS																														
4	3/29/23	ISSUED FOR	JRS																														



<p><b>INHEROPLASTIC MEMBRANE</b> P/C/T/PO</p> <p>1. APPLY AN EVENING LAYER OF FLASHING MATERIAL, REMOVE EXCESSIVE, INSURE GOOD CONTACT OF THE BENT PORTION WITH THE FLASHING. THE FLASHING MUST BE APPLIED TO THE TOP EDGE OF THE FLASHING.</p> <p>2. APPLY THE FLASHING TO THE FLASHING. THE FLASHING MUST BE APPLIED TO THE TOP EDGE OF THE FLASHING.</p> <p>3. APPLY THE FLASHING TO THE FLASHING. THE FLASHING MUST BE APPLIED TO THE TOP EDGE OF THE FLASHING.</p> <p>4. APPLY THE FLASHING TO THE FLASHING. THE FLASHING MUST BE APPLIED TO THE TOP EDGE OF THE FLASHING.</p> <p>5. APPLY THE FLASHING TO THE FLASHING. THE FLASHING MUST BE APPLIED TO THE TOP EDGE OF THE FLASHING.</p> <p>6. APPLY THE FLASHING TO THE FLASHING. THE FLASHING MUST BE APPLIED TO THE TOP EDGE OF THE FLASHING.</p>	<p><b>PIPE FLASHING</b> P/C/T/PO</p> <p>1. APPLY AN EVENING LAYER OF FLASHING MATERIAL, REMOVE EXCESSIVE, INSURE GOOD CONTACT OF THE BENT PORTION WITH THE FLASHING. THE FLASHING MUST BE APPLIED TO THE TOP EDGE OF THE FLASHING.</p> <p>2. APPLY THE FLASHING TO THE FLASHING. THE FLASHING MUST BE APPLIED TO THE TOP EDGE OF THE FLASHING.</p> <p>3. APPLY THE FLASHING TO THE FLASHING. THE FLASHING MUST BE APPLIED TO THE TOP EDGE OF THE FLASHING.</p> <p>4. APPLY THE FLASHING TO THE FLASHING. THE FLASHING MUST BE APPLIED TO THE TOP EDGE OF THE FLASHING.</p> <p>5. APPLY THE FLASHING TO THE FLASHING. THE FLASHING MUST BE APPLIED TO THE TOP EDGE OF THE FLASHING.</p> <p>6. APPLY THE FLASHING TO THE FLASHING. THE FLASHING MUST BE APPLIED TO THE TOP EDGE OF THE FLASHING.</p>
---	--



 <p><b>CROWN CASTLE</b> COMMUNICATIONS 1000 S. WILMINGTON AVENUE SALT LAKE CITY, UT 84108</p>	 <p><b>AT&amp;T</b> INTERNATIONAL 2000 W. WILMINGTON AVENUE SALT LAKE CITY, UT 84108</p>	<p><b>BRIXTON APARTMENTS</b> BUN: 831649 890 E. WILMINGTON AVE SALT LAKE CITY, UT 84108 SALT LAKE COUNTY</p>	<p>CURRENT ISSUE DATE: <b>3/30/23</b></p>	<p>ISSUED FOR: <b>RFDS UPDATE</b></p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>REV.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>3/1/2022</td> <td>ISSUED FOR SUBMITTAL</td> </tr> <tr> <td>2</td> <td>4/20/22</td> <td>FOR SUBMITTAL</td> </tr> <tr> <td>3</td> <td>9/20/22</td> <td>FOR SUBMITTAL</td> </tr> <tr> <td>4</td> <td>3/30/23</td> <td>FOR SUBMITTAL</td> </tr> </table>	REV.	DATE	DESCRIPTION	1	3/1/2022	ISSUED FOR SUBMITTAL	2	4/20/22	FOR SUBMITTAL	3	9/20/22	FOR SUBMITTAL	4	3/30/23	FOR SUBMITTAL	<p>DESIGNER: <b>young design corp</b> 10075 E. 4000 S., SUITE 200, SALT LAKE CITY, UT 84120 PH: 480.451.9585 FAX: 480.451.9586</p> <p><small>The Office is responsible for the design of Work. Design Consultant (DC) is not responsible for OAC and the construction of the Work. The DC is not responsible for the construction of the Work. The DC is not responsible for the construction of the Work.</small></p>		<p>ENGINEERING JUDGEMENTS</p>
REV.	DATE	DESCRIPTION																					
1	3/1/2022	ISSUED FOR SUBMITTAL																					
2	4/20/22	FOR SUBMITTAL																					
3	9/20/22	FOR SUBMITTAL																					
4	3/30/23	FOR SUBMITTAL																					
<p>PROJECT: <b>BRIXTON APARTMENTS</b></p> <p>PROJECT ADDRESS: <b>890 WILMINGTON AVENUE SALT LAKE CITY, UTAH 84108</b></p> <p>DESIGNED BY: <b>GARY HAZEN, Sr. Fire Protection Engineer</b></p> <p>DATE: <b>3/24/2023</b> SCALE: <b>N.T.S.</b></p> <p>PROJECT NO.: <b>20230201</b> PAGE: <b>1</b> OF <b>1</b></p> <p><b>Specified Technologies Inc.</b> 11111 Foothill Blvd, Suite 100, Salt Lake City, UT 84116 www.specifiedtechnologies.com</p>																							
<p>THIS DESIGN REPRESENTS A FIRESTOP SYSTEM EXPECTED TO PASS THE STATED RATINGS IF TESTED</p>								<p>ENGINEERING JUDGEMENTS</p>															
<p>PROJECT: <b>BRIXTON APARTMENTS</b></p> <p>PROJECT ADDRESS: <b>890 WILMINGTON AVENUE SALT LAKE CITY, UTAH 84108</b></p> <p>DESIGNED BY: <b>GARY HAZEN, Sr. Fire Protection Engineer</b></p> <p>DATE: <b>3/24/2023</b> SCALE: <b>N.T.S.</b></p> <p>PROJECT NO.: <b>20230201</b> PAGE: <b>1</b> OF <b>1</b></p> <p><b>Specified Technologies Inc.</b> 11111 Foothill Blvd, Suite 100, Salt Lake City, UT 84116 www.specifiedtechnologies.com</p>								<p>ENGINEERING JUDGEMENTS</p>															
<p>THIS DESIGN REPRESENTS A FIRESTOP SYSTEM EXPECTED TO PASS THE STATED RATINGS IF TESTED</p>								<p>ENGINEERING JUDGEMENTS</p>															

