

Prepared by:  
Robert W. Mouton  
Locke Liddell & Sapp LLP  
601 Poydras Street, Suite 2400  
New Orleans, LA 70130  
File: 90924/00247

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Recording Requested by  
and when Recorded mail to:  
Steve Howard  
First American Title Insurance Company  
National Commercial Services  
7370 College Parkway, Suite 104  
Fort Myers, FL 33907  
Phone: 1.800.585.2906  
Fax: 1.239.938.8885  
File: NCS-119905-FTM  
Unison Site. #299563

NW 74N-1W  
09-020-0036, etc (Index Only)

EASEMENT AND ASSIGNMENT AGREEMENT

THIS EASEMENT AND ASSIGNMENT AGREEMENT ("Agreement") is made as of the <sup>February, 2005</sup> ~~November, 2004~~ 28<sup>th</sup> day of ("Effective Date"), by and between John Petroff, Jr. and Pamela S. Petroff, husband and wife, as joint tenants, having a mailing address of 1350 East 700 South, Clearfield, Utah, 84015 ("Site Owner"), and Unison Site Management, L L C, a Delaware limited liability company, whose address is 6809-D Bowman's Crossing, Frederick, Maryland 21703 ("Unison") All references hereafter to "Unison" and "Site Owner" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns. (Unison and Site Owner, collectively, "Parties")

RECITALS

WHEREAS, Site Owner is the owner of that certain property ("Property") located in the City of Clearfield, and County of Davis in the State of Utah, having a street address of 1350 East 700 South, Clearfield, Utah 84015 and which Property is more particularly described on Exhibit A attached hereto.

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

1 Grant of Easement

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

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

(2) a non-exclusive easement in, to, under and over portions of the Property substantially as shown and described on Exhibit B-2 ("Access and Utility Easements;" Communication Easement and Access and Utility Easements, collectively "Easements") for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the development, installation, repair, replacement, improvement, maintenance and

removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses.

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

2. Assignment of Existing Agreements. Site Owner transfers and assigns to Unison, as of the Effective Date, all of its right, title and interest in, to and under the Existing Agreements, including without limitation, all rents and other monies due the Site Owner specified therein. The Parties intend that this Agreement serve as an absolute assignment and transfer to Unison of all rents and other monies due the Site Owner pursuant to the Existing Agreements. Unison assumes only the obligations and liabilities of Site Owner under the Existing Agreements accruing on or after the Effective Date.

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

4. Term This Agreement and the Easements shall be perpetual commencing on the Effective Date

5. Termination. In the event Unison and Customers voluntarily cease to use the Easements (as defined in Section 1) for a period of more than one year (for reasons other than casualty, condemnation or Act of God), the Easements shall be deemed abandoned. Unison may abandon the Easements for any reason or at any time by giving thirty (30) days' notice to Site Owner. Unless otherwise provided in this paragraph, other limited use of the Easements by Unison or Customers shall not be deemed a surrender or abandonment of the Easements nor prevent Unison from benefiting from the full use and enjoyment of the Easements. This Agreement may not be terminated by Site Owner. Upon abandonment, this Agreement shall be terminated, and Unison and Site Owner shall execute and record such documents reasonably required to terminate the Easements.

6. Improvements; Utilities. Unison and its Customers, may, at their discretion and expense, construct such improvements in, to, under and over the Easements, consistent with the uses specified in Section 1, all of which shall be deemed part of the Facilities. The Facilities and all improvements constructed or placed on the Easements by Unison and Customers shall remain the Property of Unison and its Customers, as applicable, and Site Owner shall possess no right, title or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate with Unison and to act reasonably and in good faith in granting Unison the right to locate such utilities on the Property without requiring the payment of additional fees. If necessary, Site Owner shall, upon Unison's request, execute and record a separate written easement with Unison or with the utility company providing the utility service to reflect such right. Site Owner agrees to cooperate with Unison in obtaining, at Unison's expense, all licenses and permits required for Unison's use of the Easements and Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by Unison, in the name of Site Owner of Unison, as necessary to comply with applicable laws, statutes or regulations.

7. Taxes Site Owner acknowledges that a portion of the purchase price delivered by Unison to Site Owner is for and in consideration of the continuing obligation of Site Owner to pay, on or before the due date, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments (the "Taxes") attributable to the Property, this Agreement, and the Easements regardless of the party to whom such Taxes are billed. Within ten (10) days of receiving a request from Unison, Site Owner shall furnish to Unison a copy of each bill for any such Taxes and evidence of Site Owner's payment of such bill. In the event that Site Owner fails to pay any Taxes when due, Unison shall have the right, but not the obligation, to pay such Taxes on behalf of Site Owner. Site Owner shall reimburse Unison for the full amount of such Taxes paid by Unison on Site Owner's behalf within five (5) business days of Site Owner's receipt of an invoice from Unison.

8 Representations of Site Owner. Site Owner represents, warrants and agrees that: (i) it is the legal owner of indefeasible and marketable title to the Property with the right, power and authority to enter into this Agreement and to grant the Easements to Unison, and any required consents and authorizations required, in connection with the execution and delivery of this Agreement have been obtained; (ii) except for the Existing Agreements and as disclosed on Exhibit D, no leases, mortgages, deeds of trust or other encumbrances affect the Property as of the Effective Date, (iii) Site Owner will comply with all governmental laws, rules and regulations applicable to the Property; (iv) Site Owner has delivered to Unison true, correct and complete copies of the Existing Agreements, and, to Site Owner's best knowledge, no party is in default of any of their respective obligations under the Existing Agreements, (v) Site Owner shall not use nor permit its affiliates, licensees, invitees or agents to use any portion of the Property or any other property owned or controlled by Site Owner, either directly or indirectly, in a manner which in any way could result in default of the Existing Agreements or otherwise interfere with the operations of Unison and/or any Customers; and (vi) during the Term of this Agreement, Site Owner shall not enter into any lease, license, or other agreement regarding the Property with "Sprint" or any of Sprint's agents, affiliates, successors, assigns, subsidiaries or licensees, for any purpose

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

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

11. Assignment; Secured Parties. Unison has the unrestricted right to assign, mortgage or grant a security interest in all of Unison's interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgagees or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Site Owner agrees to notify Unison and Secured Parties simultaneously of any default by Unison and give Secured Parties the same right to cure any default. If a termination, disaffirmation or rejection of this Agreement by Unison shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), or if Site Owner shall terminate this Agreement for any reason, Site Owner will notify Secured Parties promptly and Site Owner shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to Unison's interest under this Agreement, such Secured Party shall have no liability for any defaults of Unison accruing prior to the date that such Secured Party succeeds to such interest. Site Owner will enter into modifications of this Agreement reasonably requested by any Secured Party. Site Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

12. Estoppel Certificate. Each party shall, within ten (10) days after request by the other party, execute and deliver to the requesting party, or the party designated by requesting party, a statement certifying (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement,

and, if so, specifying each such default; (iii) that there are no amounts due to Site Owner by Unison; and (iv) any other information reasonably requested concerning this Agreement

13. Additional Customers. It is the intent of the Parties to encourage the addition to the Property of Customers. Site Owner agrees that it shall not, directly or indirectly, divert or solicit the business of any of Unison's Customers on behalf of itself or on behalf of any third party.

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

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

16. Dispute Resolution.

- (a) If Unison fails to perform any of its obligations under this Agreement, Site Owner agrees to notify Unison and any Secured Parties in writing of any default by Unison, and to give Unison and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from Unison's receipt of the written default notice. If Unison or any Secured Parties shall fail to cure any default in accordance with this Section, Site Owner agrees that its sole remedy for such default shall be to utilize the process set forth herein, and that any and all damages for which Site Owner may be compensated is limited to the actual damages of Site Owner, and shall in no event exceed the amount of consideration paid by Unison for this Agreement. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by Unison or its Customers, Unison shall have the right to seek injunctive relief, without the necessity of posting a bond. In no event will a Secured Party have any obligation to cure a default by Unison.
- (b) Except as set forth in Section 16(a), in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (1) upon a party's written notice of dispute to the other party, an authorized representative of the Site Owner and Unison shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days and (2) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association ("AAA") and using the Federal Rules of Evidence and Civil Procedure. In the event the parties are unable to mutually agree to an arbitrator, each party shall select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third arbitrator, and the majority decision by all such arbitrators shall be final and binding on the parties. The prevailing party shall be entitled to recover all costs incurred in connection with the arbitration, including legal fees, and each party shall pay one-half of all arbitrator professional fees.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site Owner and Unison set forth on the signature page. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

18. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and Unison with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties, (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been

contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of Unison, Site Owner shall execute a Memorandum of this Agreement and such plats or surveys as deemed reasonably necessary by Unison for recordation in the public records of the County in which the Property is located; (f) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; and (g) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

**[SIGNATURE PAGES FOLLOW]**

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

WITNESSES:

SITE OWNER:

JOHN PETROFF, JR. and PAMELA S. PETROFF

Print Name: \_\_\_\_\_

John Petroff, Jr  
John Petroff, Jr

Print Name: \_\_\_\_\_

Pamela S. Petroff  
Pamela S. Petroff

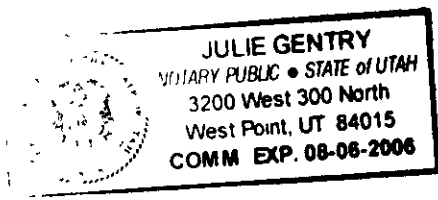
Address: 1350 East 700 South  
City: Clearfield  
State: Utah  
Zip: 84015  
Tel  
Fax.

STATE OF UTAH )  
COUNTY OF Davis ) ss.

The foregoing instrument was acknowledged before me this 17 day of Jan. 2005 by John Petroff, Jr. and Pamela S. Petroff

Julie Gentry  
Notary Public  
Residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_



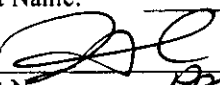
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

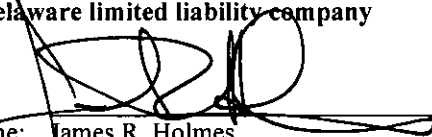
WITNESSES:

“UNISON”

UNISON SITE MANAGEMENT, L.L.C.  
a Delaware limited liability company

  
Print Name: David McNulty

  
Print Name: PASCALE ANDRE

By:   
Name: James R. Holmes  
Title: Vice President-Secretary

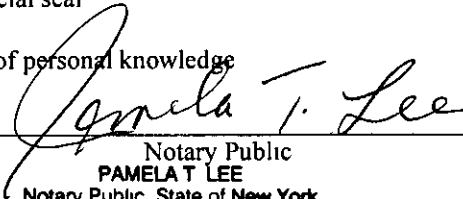
Address: 6809-D Bowman's Crossing  
City: Frederick  
State: Maryland  
Zip: 21703  
Tel: (646) 452-5455  
Fax: (301) 360-0635

STATE OF NEW YORK            )  
  )  
  ) ss.  
COUNTY OF NEW YORK        )

On the 10<sup>th</sup> day of December, 2004, before me, the undersigned, a notary public in and for said state, personally appeared James R. Holmes, duly authorized Vice President-Secretary of Unison Site Management, L.L.C., a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual 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 individual, or the person on behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal

Identity proven on the basis of personal knowledge



Notary Public  
PAMELA T LEE  
Notary Public, State of New York  
No 02LE6009835  
Qualified in Suffolk County  
Commission Expires July 6, 2006

[S E A L]

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

BEGINNING ON THE SOUTH LINE OF A HIGHWAY AT A POINT SOUTH 113.0 FEET AND NORTH 89°51' WEST 749.0 FEET ALONG THE SOUTH LINE OF SAID HIGHWAY FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING 175.0 FEET SOUTH 89°52' EAST ALONG SAID HIGHWAY FROM ITS POINT OF INTERSECTION WITH THE EAST LINE OF THE DAVIS AND WEBER COUNTY CANAL RIGHT OF WAY, AND RUNNING THENCE SOUTH 0°08' WEST 150.0 FEET; THENCE NORTH 89°52' WEST 174.69 FEET, MORE OR LESS, TO THE EAST LINE OF SAID CANAL RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG AN ARC OF A 80.0 FOOT RADIUS CURVE TO THE LEFT, ALONG SAID CANAL RIGHT OF WAY, AN ARC DISTANCE OF 64.69 FEET; THENCE SOUTH 38°39' WEST 3.5 FEET; THENCE SOUTH 51°07' EAST 221.35 FEET, MORE OR LESS, ALONG SAID CANAL RIGHT OF WAY; THENCE NORTH 0°08' EAST 347.35 FEET, TO THE SOUTH LINE OF SAID HIGHWAY; THENCE NORTH 89°52' WEST 25.0 FEET ALONG SAID HIGHWAY TO THE POINT OF BEGINNING.

09-020-0036

PARCEL 2:

BEGINNING ON THE EAST LINE OF THE DAVIS AND WEBER COUNTIES CANAL COMPANY RIGHT OF WAY, AND THE SOUTH LINE OF A HIGHWAY (700 SOUTH STREET), 75.0 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CENTERLINE OF SAID HIGHWAY, AT A POINT 924.0 FEET NORTH 89°52' WEST AND 113.0 FEET, MORE OR LESS, SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°52' EAST

Index Only



EXHIBIT B-1

COMMUNICATION EASEMENT

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

BEGINNING ON THE EAST LINE OF PARCEL NUMBER 09-020-0036 AT A POINT N.89°52'W. 724 FEET, SOUTH 113 FEET AND S.0°08'W. 285.25 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN: THENCE, S.0°08'W. ALONG SAID EAST LINE. 30.00 FEET; THENCE, N.89°52'W. 40.00 FEET, TO THE SOUTH LINE OF SAID PARCEL AND THE NORTH LINE OF THE DAVIS & WEBER COUNTIES CANAL CO. RIGHT OF WAY; THENCE, N.46°42'51"W. 43.86 FEET; THENCE, S.89°52'E. 72.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1680 SQ. FT., MORE OR LESS.

09-020-0036

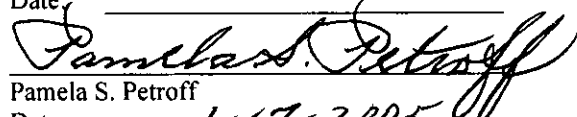
Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

Agreed and Approved:

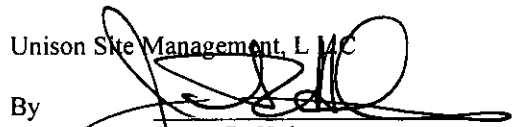
Site Owner:

  
John Petroff, Jr.

Date: \_\_\_\_\_

  
Pamela S. Petroff  
Date: 1-17-2005

Unison Site Management, L.L.C.

  
By Name: James R. Holmes  
Title: Vice President-Secretary  
Date: 12/18/2001

**EXHIBIT B-2**

**ACCESS AND UTILITY EASEMENTS**

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

All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to **East 700 South Street** (hereinafter the "Access Easement"), along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses. Said easement being more fully described as follows:

**Access and Utility Easement:**

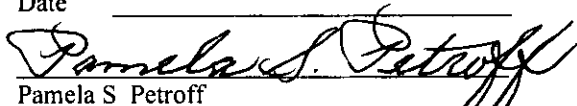
Commencing at the Northeast corner of the Communication Easement and continuing N 00°08' E to the public right of way East 700 South Street, thence continuing N 89°52' W a distance of 15.00 feet, thence continuing S 00°08' W a distance of 255 00 feet, thence continuing N 89°52' W a distance of 30 00 feet, thence continuing S 00°08' W to the Northern edge of the Communication Easement.

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

**Agreed and Approved:**

Site Owner.

  
\_\_\_\_\_  
John Petroff, Jr.  
Date \_\_\_\_\_

  
\_\_\_\_\_  
Pamela S Petroff  
Date: 1-17-2005

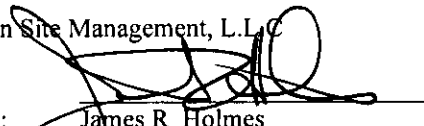
Unison Site Management, L.L.C.  
  
By: \_\_\_\_\_  
Name: James R Holmes  
Title: Vice President-Secretary  
Date: 12/10/2007

EXHIBIT C


**EXISTING AGREEMENTS**

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

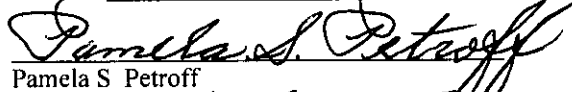
- (1) That certain PCS Site Agreement by and between John Petroff, Jr. and Pamela S Petroff, as lessor, and MAJORCO, L.P., d/b/a Sprint Telecommunications Venture signed by lessor on March 11, 1996 and by lessee on May 3, 1996, as amended by Amendment to PCS Site Agreement, dated as of April 3, 2000 by and between John Petroff, Jr. and Pamela S. Petroff, as lessor, Sprint Spectrum L P , f/k/a MAJORCO, L.P , and further amended by Amendment to PCS Site Agreement by and between John Petroff, Jr. and Pamela S. Petroff, and Sprint Spectrum Realty Company, L.P. dated June 26, 2001, all of which agreements are evidenced by that certain Memorandum of Agreement by and between John Petroff, Jr. and Pamela S Petroff and Sprint Spectrum Realty Company, L.P., dated June 26, 2000 and recorded October 8, 2001, as Entry 1693994 a Book 2901 at Page 143 of Official Records

**Read, Agreed and Approved:**

Site Owner:

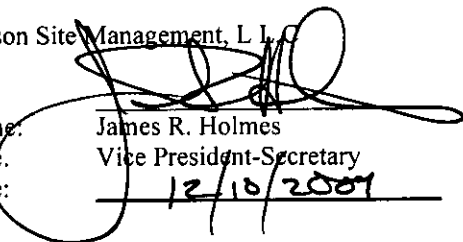
  
 John Petroff, Jr.

Date: \_\_\_\_\_

  
 Pamela S Petroff

Date: 1-17-2005

Unison Site Management, L.L.C.

By:   
 Name: James R. Holmes  
 Title: Vice President-Secretary  
 Date: 12/10/2009

**EXHIBIT D**

**TITLE ENCUMBRANCES**

- 1 That certain Deed of Trust to secure an original indebtedness of \$1,250,000.00 recorded December 4, 2003 as Entry No 1938120 in Book 3429 at Page 915 of Official Records, by John Petroff, Jr and Pamela S Petroff, husband and wife in favor of Barnes Banking Company, together with that certain Assignment of Rents by John Petroff, Jr. and Pamela S Petroff, husband and wife in favor of Barnes Banking Company recorded December 2, 2003 as Entry No. 1938121 in Book 3429 at Page 922 of Official Records of Davis County, Utah, ~~for which a Non-Disturbance Agreement has been executed in favor of Unison and recorded in the Official Records of \_\_\_\_\_, under Instrument No. \_\_\_\_\_.~~