

INSTRUMENT PREPARED AND RECORDING REQUESTED BY:

INSITE TOWERS DEVELOPMENT, LLC
1199 N. Fairfax Street, Suite 700
Alexandria, VA 22314
Attn: Legal Department

E 3311630 B 7630 P 2474-2484
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/03/2020 03:22 PM
FEE \$40.00 Pgs: 11
DEP RT REC'D FOR OLD REPUBLIC TITLE
E

RECORD AND RETURN TO:

Old Republic Title
Attn: Post Closing
530 South Main Street, Suite 1031
Akron, Ohio 44311
16083210

Parcel ID/ APN: 06-012-0122, 06-012-0100 and 06-012-0099

(space above for Recorder's use only)

EASEMENT AGREEMENT

(UT100 Birnam Woods – Davis County, Utah)

This EASEMENT AGREEMENT (referred to herein as the “Easement Agreement” or the “Agreement”) is made effective as of the 1st day of October, 2020 (the “Effective Date”) by and between RICHARD B. ROWE AND DEBRA B. ROWE, OR THEIR SUCCESSORS, AS TRUSTEES UNDER AGREEMENT WITH THE ROWE FAMILY TRUST DATED THE 30TH DAY OF MARCH, 2016, a Utah trust having an address at 692 W. 2250 North, West Bountiful, UT 84087 (“Owner”), and INSITE TOWERS DEVELOPMENT, LLC, a Delaware limited liability company having an address at 1199 N. Fairfax Street, Suite 700, Alexandria, VA 22314 (hereinafter referred to as “GRANTEE”):

RECITALS:

WHEREAS, the Owner has legal title to the lands and premises situated in Davis County, Utah, further described in Exhibit A attached hereto and made a part hereof (the “Property”), which is the same property conveyed to Owner by Quit Claim Deed recorded April 5, 2016 in Book 6488, Page 1063 and April 22, 2008 in Book 4517, Page 1535 of the Davis County, Utah Records (the “Official Records”). The Property has an address of 520 Porter Lane, Centerville, UT 84087.

WHEREAS, GRANTEE and Owner hereby agree to, and GRANTEE desires, a perpetual easement over and across certain ground space on the Property for the placement of GRANTEE’s equipment, building(s) and tower(s) for the purpose of constructing, establishing, and maintaining a telecommunications tower facility for GRANTEE’s use and that of its subtenants, licensees and customers (collectively, “Customers”), which facility includes tower(s), building(s), radio transmitting and receiving antennas, communications equipment, and related cables, wires,

conduits, air conditioning equipment and other appurtenances (the "Telecommunications Facilities"). As used herein, "GRANTEE Parties" means GRANTEE, its Customers, and the successors and assigns of each of them.

WHEREAS, Owner understands and accepts that GRANTEE's primary business is the leasing, subleasing, and licensing portions of the Telecommunications Facilities to its Customers.

AGREEMENT:

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

1. Easement Area. As used herein, the "Easement Area" means that certain ground space on the Property sufficient for the construction, operation, and maintenance of GRANTEE's Telecommunications Facilities, together with all necessary easements for access, egress, utilities, and guy wires, as generally described in this Agreement and further described and/or depicted in Exhibit "B" attached hereto and incorporated herein. The Easement Area includes approximately Two Thousand Five Hundred (2,500) square feet of ground space for the Telecommunications Facilities, plus additional ground space for related access and utility easements being more particularly described on Exhibit "B".

2. Grant of Easement. (a) Owner hereby grants, conveys and sets over to GRANTEE, its successors and assigns an exclusive possessory and perpetual easement in, to, and upon the Easement Area (subject only to those pre-existing rights pursuant to easements of record as of the date of that Memorandum of Lease dated July 5, 2016 and recorded July 7, 2016 in the Official Records at 6553, Page 487 (the "Memorandum")), together with all right, privilege and authority related thereto including, without limitation, the exclusive right, at GRANTEE's sole cost and expense, to construct, install, maintain, replace, remove, modify, add to, upgrade, rebuild, and/or relocate any of all of the Telecommunications Facilities. The Easement Area may be used or operated by GRANTEE for any lawful purpose in accordance with applicable law. GRANTEE shall have the right, without the consent of Owner, to make any changes, improvements, additions, alterations or modifications to the Easement Area, the Telecommunications Facilities located thereon (including, without limitation, frequency transmitting and receiving equipment, utility lines of any kind or nature, including, but not limited to, fiber and other conduit, transmission lines, transmitting and receiving antennas and supporting structures and improvements, guys, anchors, wires and cables). Owner will cooperate with GRANTEE in GRANTEE's efforts to obtain any and all permits, approvals, variances or other consents or authorizations from the municipality or any county, state, federal or other agency or authority associated with, related to or having jurisdiction over the Easement Area, the improvements and/or other assets thereon including, without limitation, the Telecommunications Facilities or the use thereof. The filing and costs associated with any applications, permits, approvals, or other consents sought by GRANTEE shall be at the sole cost and expense of GRANTEE. Owner shall not unreasonably withhold or delay its consent to any application, permit or other consents sought by GRANTEE, and shall promptly execute all necessary or appropriate forms, affidavits and applications as may be required.

(b) Without limiting the foregoing, Owner grants, conveys and sets over to the GRANTEE Parties the exclusive right in perpetuity to go in, under, through, upon, over and across the hereinbefore described Easement Area with full right, privilege and authority to enter upon the same for the purpose of inspecting, locating, relocating, installing, altering, extending, constructing, repairing, replacing, rebuilding, removing, operating, maintaining and using radio and telecommunications equipment including, without limitation, the Telecommunications Facilities and related facilities and other fixtures, appurtenances and facilities which GRANTEE may, in its sole judgment, deem necessary, proper or appropriate for the full use, occupancy and enjoyment of said Easement Area by GRANTEE in accordance with applicable law.

(c) Without limiting any rights, privileges and authority granted elsewhere in this Agreement, the Owner does hereby expressly grant, convey and set over the right, privilege and authority to trim, cut and remove such tree branches, roots, shrubs, plants, trees, vegetation and other similar obstructions on the Easement Area which might, within the reasonable judgment of GRANTEE, interfere or threaten the safe, proper or convenient use, maintenance or operation of the Telecommunications Facilities, or any other present or future facilities, fixtures, appurtenances or radio or telecommunications or other equipment within the Easement Area or the operation of business thereon.

3. Owner's Covenants, Representations and Warranties. (a) Owner represents that Owner is lawfully seized and possessed of the Property and that it has the good and lawful right to convey it or any part thereof including, without limitation, the Easement granted herein. Without limiting the foregoing, Owner shall not disturb any GRANTEE Parties' use, quiet enjoyment or possession of the Easement Area.

(b) Owner represents and warrants to GRANTEE that, as of the Effective Date hereof, the Easement granted herein includes direct ingress and egress to and from the Easement Area from Porter Lane (the "Existing Public Right-of-Way") for persons and vehicles necessary for the use of the Easement Area by the GRANTEE Parties. In the event that, following the Effective Date hereof, direct ingress and egress to and from the Easement area for persons and vehicles is not available via the Existing Public Right-of-Way or another public street, public road, or public right-of-way, then the GRANTEE Parties shall have the right to pedestrian and vehicular ingress/egress to and from the Easement Area over the Property, which access route shall be subject to the mutual agreement of Owner and GRANTEE, and shall be provided at no additional expense to GRANTEE or the GRANTEE Parties.

(c) Owner agrees that GRANTEE has the exclusive right to use the Property as Telecommunications Facilities providing transmission and/or receiving facilities for wireless providers and/or users, and that Owner shall not itself operate Telecommunications Facilities on the Property, or any portion thereof, nor will Owner grant an easement, lease, sublease, license, or other right to use the Property, any portion thereof, or any property that is adjacent thereto that may be owned by Owner, to any other person or entity for the operation of Telecommunications Facilities.

4. **Utilities.** From and after the Effective Date set forth above, GRANTEE shall be responsible for payment of costs for electric, gas, oil and other utilities used by or attributable to the Easement Area, and same shall, to the extent practicable, be separately metered.

5. **Taxes.** Owner shall be responsible for all real and personal property taxes, assessments, and similar charges assessed against the Property and Owner's Property thereon, and GRANTEE shall be responsible, to the extent applicable, for any and all personal property taxes, assessments, and similar charges attributable to GRANTEE's equipment and other property owned by GRANTEE located on the Easement Area. Owner understands and agrees that GRANTEE shall have no responsibility for the payment of any real property taxes or possessory interest taxes/assessments assessed on the Property or any portion thereof, including the Easement Area.

6. **Transferability.** GRANTEE shall have the absolute right to sell, transfer and assign this Easement Agreement, inclusive of all its terms, conditions and rights and obligations to a related or unrelated third party. This Easement Agreement and any and all assignments hereof shall be binding on Owner and its successors in title.

7. **Ownership and Maintenance of Telecommunications Facilities, Improvements, and Personal Property located on Easement Area.** GRANTEE shall own the Telecommunications Facilities and all other structures and improvements (including, without limitation, replacements thereof) now or hereafter located on the Easement Area, and, subject to rights and interests, if any, of GRANTEE's Customers, all related radio equipment, equipment trailers, shelters and related fixtures and personality free and clear of any interests of Owner. GRANTEE and its Customers may place antennas and related radio and other communications and other equipment on the Easement Area, and Owner shall have no right or claim with respect to the ownership thereof or any interest therein. GRANTEE represents, covenants, and warrants that it shall operate and maintain the Telecommunications Facilities on the Easement Area in a good and workmanlike manner in accordance with all applicable laws, rules, and regulations.

8. **Condemnation.** GRANTEE shall be entitled to share in any award made against a condemning authority as a result of any condemnation and/or taking of the Easement Area or portion thereof, and GRANTEE shall be entitled to participate in negotiations and any litigation or other proceedings with respect thereto. Without limiting the foregoing, GRANTEE shall be entitled in any such proceedings to make a claim against the condemning authority for just compensation (which may include, without limitation, the value of the Telecommunications Facilities, the Easement, the improvements thereon, moving expenses, lost revenues, reasonable attorneys' fees and business dislocation expenses).

9. **Recordation.** It is the intention of the parties that this Easement Agreement shall be recorded in the Official Records, or other appropriate governmental agent or authority as soon after the date of execution hereof as is possible, and the parties agree to take such reasonable actions as are necessary to facilitate such recording.

10. **Attornment.** For purposes of allowing GRANTEE to satisfy its lender's continuing rights with respect to GRANTEE'S property on the Easement Area, and with respect to GRANTEE's rights and interests under this Agreement, Owner agrees as follows:

- (a) Owner shall recognize the subleases and/or licenses of all Customers of GRANTEE on the Easement Area, and, notwithstanding any default hereunder by GRANTEE, will permit such Customers to remain in occupancy thereof so long as such Customer is not in default of any material obligation under its sublease/lease with GRANTEE beyond any applicable notice and cure period;
- (b) Owner consents to the granting by GRANTEE of a lien and security interest in GRANTEE's interest in this Agreement and all of GRANTEE's personal property and fixtures located on or attached to the Property, and furthermore consents to the exercise by GRANTEE's mortgagee of its rights of foreclosure with respect to such mortgagee's lien and/or security interest. Owner agrees to recognize GRANTEE's mortgagee as GRANTEE hereunder upon any such exercise by GRANTEE's mortgagee of its rights of foreclosure. Owner further agrees (i) to subordinate any lien or security interest which it may have which arises by law or pursuant to this Agreement to the lien and security interest of GRANTEE's mortgagee in the collateral securing all indebtedness at any time owed by GRANTEE to its mortgagee (collectively the "Collateral"), and (ii) that, upon an event of default by GRANTEE under this Agreement or under any applicable mortgage, security agreement, or other loan document executed in favor of GRANTEE's mortgagee, GRANTEE's mortgagee shall have the full right, title, and authority to exercise its rights against the Collateral prior to the exercise by the Owner of any rights which it may have or claim to have therein, including, but not limited to, the right to enter upon the Easement Area and remove the Collateral free and clear of any applicable lien or security interest of Owner;
- (c) Within a reasonable time after the occurrence thereof, Owner shall give GRANTEE's lender written notice of any breach or default of the terms of this Agreement that is not cured by GRANTEE within any applicable notice and cure period(s) (an "Uncured GRANTEE Default"). Owner further agrees that no default shall be deemed to have occurred under this Agreement unless Owner gives the notice required to lender that is required by this paragraph, and that in the event of any Uncured GRANTEE Default, lender shall have the right, to the same extent and with the same effect as GRANTEE, for the period set forth in this Agreement, to cure or correct any such Uncured GRANTEE Default, whether the same shall consist of the failure to pay rent or the failure to perform, and Owner agrees to accept such payment or performance on the part of lender as though the same had been made or performed by the GRANTEE; and
- (d) Owner acknowledges and agrees that nothing contained in this Agreement shall construed as obligating GRANTEE's mortgagee to take any action hereunder, or to perform or discharge any obligation, duty, or liability of GRANTEE under this Agreement.

11. **Insurance.** GRANTEE will, at its sole cost and expense, procure and maintain the following insurance with customary exceptions and exclusions: (i) Bodily Injury: \$1,000,000 for injury to any one (1) person, and \$2,000,000 for injury(s) sustained by more than one (1) person in any one (1) occurrence; and (ii) Property Damage: replacement cost for all of GRANTEE's equipment located on the Easement Area. GRANTEE agrees to furnish Owner with certificates of insurance

certifying that GRANTEE has in force and effect the insurance set forth in this paragraph. Owner shall be named as additional insured on all insurance policies required to be maintained by GRANTEE pursuant to this paragraph. GRANTEE and Owner mutually covenant and agree that each party, in connection with insurance policies required to be furnished in accordance with the terms and conditions of this Easement Agreement or in connection with insurance policies which they obtain insuring such insurable interest as Owner or GRANTEE may have in its own properties, whether personal or real, shall expressly waive any right of subrogation on the part of the insurer against the Owner or GRANTEE, as the case may be, which right, to the extent not prohibited or violative of any such policy, is hereby expressly waived.

12. Indemnification. Subject to the provisions of Section 11 above, GRANTEE shall defend (with counsel reasonably acceptable to Owner), indemnify, and hold Owner harmless from and against any claims (including reasonable attorneys' fees, costs and expenses incurred in defending against such claims), losses, damages, and liabilities (collectively, "Claims") resulting from the negligence or willful misconduct of GRANTEE and GRANTEE's agents, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them occurring in or about the Easement Area or the Property. Owner shall defend (with counsel reasonably acceptable to GRANTEE), indemnify, and hold GRANTEE harmless from all Claims arising from the negligence or willful misconduct of Owner and Owner's agents, lessees, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them occurring in or about the Easement Area or the Property.

13. Hazardous Substances. Owner represents and warrants to GRANTEE that Owner (a) is not presently, nor at any time in the past did Owner engage in or permit, and (b) has no knowledge of any other person or entity's engaging (whether past or present) or permitting (whether past or present) any operations or activities upon, or any use or occupancy of any portion of the Property (including, without limitation, the Easement Area), for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes (individually, a "Hazardous Substance" and collectively, "Hazardous Substances") regulated under any federal, state, or local law, rule, or regulation pertaining to the environment, public health or safety, or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances (collectively, "Environmental Laws"). Owner and GRANTEE each agree that they will not use, generate, store, or dispose of any Hazardous Material on, under, about or within the Property or the Easement Area in violation of any Environmental Law. Owner shall indemnify, defend, and hold harmless GRANTEE and GRANTEE's agents, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them, and GRANTEE shall indemnify, defend, and hold harmless Owner and Owner's agents, lessees, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them, from and against any and all Claims (as defined in Section 12 above) arising from the indemnifying party's breach of any obligation, representation, or warranty contained in this paragraph, except for Claims arising in whole or in any part out of the indemnified party's use or occupancy of the Property or the Easement Area.

14. Merger of Estates. GRANTEE and Owner hereby agree and acknowledge that the leasehold

estate created pursuant to that certain Lease Agreement dated July 5, 2016, between Owner, as lessor, and GRANTEE as successor-in-interest to Epic Towers, LLC as lessee (the "Ground Lease") is hereby merged into the easement estate granted hereby to the extent that while GRANTEE's rights under the Ground Lease continue in full force and effect, GRANTEE's obligations to OWNER under the Ground Lease are hereby terminated as of the Effective Date set forth above.

15. **Entire Agreement; Modification.** This Agreement and the Exhibits hereto contain the entire agreement between the parties relating to the subject matter hereof. Any oral representations not set forth herein shall be of no force and effect. Any modification of this Agreement shall be in a writing signed by both parties hereto.

16. **Binding Nature.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns; including, but not limited to, any purchasers of the Property.

17. **Attorneys' Fees.** In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled, in addition to any other relief as may be granted, to a reasonable sum as and for attorneys' fees and court costs in such litigation.

18. **Governing Law.** The terms of this Easement Agreement shall be governed by the laws of the State of Utah without regard for its conflict of laws rules.

19. **Further Assurances.** The parties shall execute and deliver or cause to be executed and delivered all further instruments and documents and shall take any other action as may be reasonably required to more effectively carry out the terms and provisions of this Easement Agreement, at no additional cost or expense to the cooperating party.

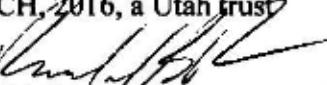
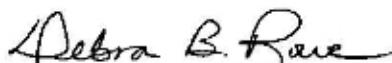
20. **Counterpart Signature Pages.** This Agreement may be executed in one or more counterparts (including by facsimile or electronic copy or transmission) each of which will be the binding agreement of the executing party and which, when taken together, shall be deemed to be one and the same instrument.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, Owner and GRANTEE have caused this Easement Agreement to be executed by their duly-authorized representatives as of the Effective Date set forth above.

OWNER:

RICHARD B. ROWE AND DEBRA B. ROWE, OR THEIR SUCCESSORS, AS TRUSTEES UNDER AGREEMENT WITH THE ROWE FAMILY TRUST DATED THE 30TH DAY OF MARCH, 2016, a Utah trust

By:  
Name: Richard B. Rowe and Debra B. Rowe
Title: Trustees

State of Utah
County of Washington

On October 15 2020, before me, the undersigned Notary Public, personally appeared Richard B. Rowe and Debra B. Rowe, the Trustees UNDER AGREEMENT WITH THE ROWE FAMILY TRUST DATED THE 30TH DAY OF MARCH, 2016, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

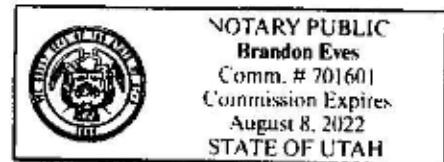
WITNESS my hand and official seal.

Signature: Brandon Eves

(Affix Notarial Seal)

Commission No.: 701601

My Commission Expires: 08-08-2027



IN WITNESS WHEREOF, OWNER and GRANTEE have caused this Easement Agreement to be executed by their duly-authorized representatives as of the Effective Date set forth above.

GRANTEE:

INSITE TOWERS DEVELOPMENT, LLC, a Delaware limited liability company

By: 
Name: Roni D. Jackson
Title: General Counsel

Commonwealth of Virginia
City of Alexandria

On OCTOBER 19, 2020, before me, the undersigned Notary Public, personally appeared Roni D. Jackson who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:  (Affix Notarial Seal)

Commission No.: _____
My Commission Expires: _____

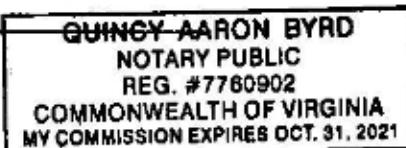


EXHIBIT "A" TO EASEMENT AGREEMENT

LEGAL DESCRIPTION OF OWNER'S PROPERTY

SITUATED IN THE COUNTY OF DAVIS, STATE OF UTAH:

PARCEL 1:

BEGINNING AT A POINT WHICH IS NORTH 89°51'12" WEST ALONG THE SECTION LINE 859.98 FEET AND SOUTH 0° 03' 48" WEST 392.72 FEET AND SOUTH 89° 22' 30" EAST 28.36 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, DAVIS COUNTY, UTAH, AND RUNNING THENCE SOUTH 89° 22' 30" EAST 14.85 FEET TO THE WEST LINE OF GRANTEE'S LAND; THENCE SOUTH 0° 03' 48" WEST 150.00 FEET ALONG SAID LINE TO THE NORTH LINE OF PORTER LANE; THENCE NORTH 89° 22' 30" WEST 14.85 FEET ALONG SAID LANE; THENCE NORTH 0° 03' 48" EAST 150.00 FEET TO THE POINT OF BEGINNING.

TAX I.D. NUMBER: 06-012-0122

PARCEL 2:

BEGINNING ON THE NORTH LINE OF PORTER'S LANE AT A POINT WEST 138.14 FEET AND SOUTH 6.48 CHAINS, MORE OR LESS, AND NORTH 89° 54' 30" WEST 453.68 FEET AND NORTH 87°30' WEST 223.71 FEET ALONG SAID NORTH LINE OF PORTER'S LANE FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, AND RUNNING THENCE NORTH 150.0 FEET; THENCE WEST 43.21 FEET; THENCE NORTH 171.16 FEET, MORE OR LESS, TO THE SOUTH LINE OF PROPERTY CONVEYED TO SYRO STEEL CO. IN BOOK 337 AT PAGE 161 OF OFFICIAL RECORDS; THENCE SOUTH 89° 51' 46" EAST 116.39 FEET; THENCE SOUTH 03° 04' 34" WEST 327.10 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID PORTER'S LANE; THENCE NORTH 87° 30' WEST ALONG SAID LANE TO THE POINT OF BEGINNING.

TAX I.D. NUMBER: 06-012-0100

BOTH PARCELS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO RICHARD B. ROWE OR DEBRA B. ROWE, OR THEIR SUCCESSOR, AS TRUSTEE UNDER AGREEMENT WITH THE ROWE FAMILY TRUST DATED THE 30TH DAY OF MARCH, 2016, GRANTEE, FROM RICHARD BRENT ROWE AKA RICHARD ROWE AND DEBRA B. ROWE, GRANTOR, BY QUIT CLAIM DEED RECORDED 04/05/2016, IN BOOK 6488, PAGE 1063, OF THE DAVIS COUNTY RECORDS.

PARCEL 3:

BEGINNING AT A POINT 13.814 FEET WEST AND 8.48 CHAINS SOUTH TO THE NORTH LINE OF A STREET AND NORTH 89°54'30" WEST 453.68 FEET ALONG SAID STREET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 87°30' WEST 167.18 FEET ALONG SAID STREET; THENCE NORTH 3°04'34" EAST 327.10 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE PROPERTY CONVEYED TO SYRO STEEL COMPANY BY WARRANTY DEED RECORDED IN BOOK 337 AT PAGE 161 OF OFFICIAL RECORDS; THENCE SOUTH 89°51'46" EAST 152.89 FEET, MORE OR LESS, ALONG SAID LINE TO A POINT NORTH 0°34'44" EAST OF BEGINNING; THENCE SOUTH 0°34'44" WEST 324.36 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TAX I.D. NUMBER: 06-012-0099

BEING THE SAME PROPERTY CONVEYED TO RICHARD ROWE, GRANTEE, FROM RICHARD B. ROWE, GRANTOR, BY QUIT CLAIM DEED RECORDED 04/22/2009, IN BOOK 4517, PAGE 1535 OF THE DAVIS COUNTY RECORDS.

EXHIBIT "B" TO EASEMENT AGREEMENT
LEGAL DESCRIPTION OF EASEMENT AREA

TOWER EASEMENT AREA:

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CENTERVILLE, DAVIS COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE WITNESS CORNER TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 89°51'12" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, 690.07 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 01°16'26" WEST, 229.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°16'26" WEST, 50.24 FEET; THENCE NORTH 89°51'46" WEST, 49.78 FEET; THENCE NORTH 01°16'26" EAST, 50.24 FEET; THENCE SOUTH 89°51'46" EAST, 49.78 FEET TO THE POINT OF BEGINNING.

TOWER EASEMENT AREA CONTAINS 2500 SQUARE FEET OR 0.057 ACRES MORE OR LESS.

TOGETHER WITH A 20' ACCESS AND UTILITY EASEMENT

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CENTERVILLE, DAVIS COUNTY, UTAH AND BEING THE CENTERLINE OF A 20 FOOT WIDE ACCESS AND UTILITY EASEMENT BEING 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIPTION:

COMMENCING AT THE WITNESS CORNER TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 89°51'12" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, 690.07 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 01°16'26" WEST, 264.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°43'34" EAST, 10.00 FEET; THENCE SOUTH 01°16'26" WEST, 52.45 FEET; THENCE SOUTH 00°25'33" EAST, 135.01 FEET; THENCE SOUTH 03°49'23" WEST, 91.97 FEET TO A POINT ON THE NORTHERLY LINE OF PORTER LANE, SAID POINT ALSO BEING THE POINT OF TERMINATION.

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE EASTERLY LINE OF THE TOWER LEASE AREA AND AT THE NORTHERLY LINE OF PORTER LANE.

20' ACCESS AND UTILITY EASEMENT CONTAINS 5789 SQUARE FEET OR 0.133 ACRES MORE OR LESS.