## RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

ENT 57026: 2013 PG 1 of 18

Jeffery Smith

Utah County Recorder
2013 Jun 12 02:01 PM FEE 46.00 BY E0

RECORDED FOR Linear Title Agency of Utah
ELECTRONICALLY RECORDED

Prepared by: Lake & Cobb, PLC 1095 W. Rio Salado Pkwy, Suite 206 Tempe, Arizona 85281

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

Grantor:

Eagle Mountain Holdings, L.L.C., a Minnesota limited

liability company

Grantee:

Global Signal Acquisitions IV LLC, a Delaware limited

liability company

Site County:

Utah

Assessor's Tax Parcel ID #:

58-040-0261

Prior Recorded Document(s)

March 21, 2002 at Entry No. 32387:2002

in Utah County:

February 5, 2003 at Entry No. 17456:2003

Site ID:

Cedar Pass (873583)

This Grant of Easement conveys a right of first refusal.

The legal description of the property conveyed herein can be found on Exhibits C-1 and C-2.

## GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the "Easement") is made effective this \*\* day of \*\* day of \*\* 2013 ("Effective Date"), by and between EAGLE MOUNTAIN HOLDINGS, L.L.C., a Minnesota limited liability company ("Grantor") and GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company ("GSA IV" or "Grantee").

- 1. <u>Description of Grantor's Property</u>. Grantor is the owner of that certain land and premises in Eagle Mountain, County of Utah, State of Utah, by Warranty Deed in Lieu of Foreclosure recorded on November 29, 2002, at Entry No. 145184:2002, in the Public Records of Utah County, Utah, the description of said property is attached hereto as <u>Exhibit "A"</u> (hereinafter "Grantor's Property").
- Description of Easement. For good and valuable consideration, the actual 2. consideration paid or to be paid in connection with this Easement being Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00), the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto GSA IV, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as a 2,711 square foot parcel within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C-1" attached hereto. The Grantor also grants to GSA IV, its successors and assigns, as part of this Easement, the following rights and interest: (i) a non-exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a sixteen foot wide right-of-way extending from the nearest public right-of-way (the "Access Easement"); and (ii) the right to install, replace and maintain utility wires, poles, cables, conduits and pipes along a six foot wide right-of-way (the "Utility Easement"). The Access and Utility Easements are more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibits "C-2" and "C-3" respectively (hereinafter the term "Easement Area" shall be deemed to also include the Access and Utility Easements unless stated to the contrary). In the event any public utility is unable or unwilling to use the above-described Utility Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to GSA IV, either to GSA IV or directly to the public utility at no cost and in a location acceptable to either GSA IV or the public utility (the "Additional Utility Easement"). For any such Additional Utility Easement to be effective, such easement shall be recorded among the Public Records of Utah County, Utah. Also, Grantor hereby grants to GSA IV, its successors and assigns a nonexclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in GSA IV's discretion, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and GSA IV shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement. Notwithstanding the foregoing, the Grantor may relocate the Access Easement at its sole cost and expense upon ninety (90) days prior written notice to GSA IV; provided that (i) the proposed location provides the same or better access to

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the Easement Area, including the same or greater width; (ii) there shall be no interruption in access to the Easement Area during the period of relocation; and (iii) if required, the proposed location must be approved by the appropriate governmental authority, including zoning approval and building permits. The foregoing right of relocation shall apply only to the Access Easement Area. In no event shall Grantor have the right to relocate the Easement Area.

- Easement Area. The Easement Area shall be used for constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment, and uses incidental thereto for GSA IV's use and the use of its lessees, licensees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that GSA IV's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by GSA IV on the Easement Area. GSA IV agrees that any improvements constructed by GSA IV shall comply with all applicable laws and property restrictions. If requested by GSA IV, Grantor will execute, at GSA IV's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by GSA IV in GSA IV's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by GSA IV. In furtherance of the foregoing, Grantor hereby appoints GSA IV as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.
- 4. <u>Perpetual Easement</u>. This Easement and GSA IV's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.
- 5. GSA IV's Right to Terminate. GSA IV shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon GSA IV providing written notice of termination to Grantor. In the event of termination, the purchase price shall be non-refundable for any reason. Upon termination of this Easement, this Easement shall become null and void and all of the parties shall have no further obligations to each other. Upon termination of this Easement, GSA IV shall, within a reasonable time, remove its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

### 6. Hazardous Materials.

a) GSA IV shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, GSA IV shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and

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consultants' and experts' fees) from the presence or release of any Hazardous Materials on the Easement Area if caused by GSA IV or persons acting under GSA IV. GSA IV shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning GSA IV's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

- b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law on Grantor's Property. In all events, Grantor shall indemnify and hold GSA IV harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Grantor's Property unless caused by GSA IV or persons acting under GSA IV. Grantor shall execute such affidavits, representations and the like from time to time as GSA IV may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.
- c) For purposes of this Easement, the term "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 Law, 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. "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 Materials.
- 7. <u>Insurance</u>. At all times, GSA IV, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of GSA IV's business upon the Easement Area.
- 8. <u>Security of GSA IV's Communications Facilities</u>. GSA IV may construct a chain link or comparable fence around the perimeter of GSA IV's communications facilities; provided that such fence lies within the boundaries of the Easement Area and is approved by any applicable authorities, including any applicable association under authority of a property declaration superior to the terms of this Easement.

- 9. <u>Removal of Obstructions</u>. GSA IV has the right to remove obstructions on Grantor's Property, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to GSA IV's use of the Easement Area. GSA IV shall be responsible for disposing of any materials related to the removal of obstructions.
- 10. Assignment of Lease. The parties hereby acknowledge that certain Communications Site Lease Agreement (Ground) dated February 21, 2002 by and between GoldenState Towers LLC, as successor lessee to Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, and Grantor, as successor lessor to The Ranches, L.C., a Utah limited liability company ("Original Lease"), a memorandum of which was recorded on March 21, 2002 at Entry No. 32387:2002, and corrected by memorandum recorded on February 5, 2003 at Entry No. 17456:2003 in the Office of the Utah County Recorder, Utah, as amended by that certain undated Amendment No. 1 ("First Amendment") (hereinafter the Original Lease and First Amendment are collectively referred to as the "Lease Agreement"). Grantor hereby assigns to GSA IV all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by GSA IV.
- 11. Right of First Refusal. If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of Grantor's Property, GSA IV shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If GSA IV fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and GSA IV's rights hereunder. If GSA IV fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and GSA IV's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.
- 12. Real Estate Taxes. Grantor shall pay all real estate taxes on Grantor's Property; provided GSA IV agrees to pay or reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the presence of wireless communications facilities within the Easement Area. Grantor agrees to provide GSA IV any documentation evidencing the increase and how such increase is attributable to GSA IV's use. GSA IV reserves the right to challenge any such assessment, and Grantor agrees to cooperate with GSA IV in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, GSA IV may, at its option, pay such real estate taxes (the "Delinquent Taxes") and GSA IV shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of 12% per annum (calculated from the date GSA IV pays the Delinquent Taxes until Grantor repays such sums due to GSA IV) and shall have a lien against Grantor's Property with respect thereto.

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13. <u>Waiver of Subrogation</u>. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, 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 now or hereafter carried by the parties.

### 14. Enforcement.

- a) In the event Grantor fails to cure any violation of the terms of this Easement within thirty (30) days after written notice from GSA IV, GSA IV shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in GSA IV's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by GSA IV as a result of such violation (including, without limitation, GSA IV's reasonable attorneys' fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.
- b) In the event GSA IV fails to cure any violation of the terms of this Easement within thirty (30) days after written notice from Grantor, Grantor shall have the right to injunctive relief, to require specific performance of this Easement, and to pursue an action for damages (including, without limitation, Grantor's reasonable attorneys fees and all reasonable costs and expenses incurred by Grantor as a result of such violations). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof. Notwithstanding anything to the contrary in this Easement, in no event may Grantor terminate this Easement as a result of GSA IV's failure to cure any violation of the terms contained herein; however, such violation remaining uncured beyond any applicable cure period shall entitle Grantor to any monetary damages allowed by law.
- 15. <u>Limitation on Damages</u>. In no event shall either party be liable to the other for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.
- 16. Recording. Grantor acknowledges that GSA IV intends to record this Easement with the appropriate recording officer upon execution of this Easement.
- 17. <u>Hold Harmless</u>. Grantor hereby indemnifies, holds harmless, and agrees to defend GSA IV against all damages asserted against or incurred by GSA IV by reason of, or resulting from: (i) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of GSA IV or its agents. GSA IV hereby

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

- 18. Grantor's Covenant of Title. Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Easement, GSA IV shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to GSA IV's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.
- 19. Non-Interference. From and after the date hereof and continuing until this Easement is terminated (if ever), GSA IV and its lessees, licensees and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or (ii) any condition on Grantor's Property which interferes with GSA IV's Permitted Use. Each of the covenants made by Grantor in this Section is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.
- 20. <u>Eminent Domain</u>. If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to GSA IV.
- with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects GSA IV's ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit GSA IV from using the Easement Area for the uses intended by GSA IV.
- 22. <u>Entire Agreement</u>. Grantor and GSA IV agree that this Easement contains all of the agreements, promises and understandings between Grantor and GSA IV. No verbal or oral Site Name: Cedar Pass

agreements, promises or understandings shall be binding upon either Grantor or GSA IV in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

- 23. <u>Construction of Document</u>. Grantor and GSA IV acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.
- 24. <u>Applicable Law.</u> This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Easement shall be Utah County, Utah.
- 25. <u>Notices</u>. All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. 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 the parties at the following addresses:

If to Grantor:

Eagle Mountain Holdings, L.L.C.

c/o Shawn Dahl 2000 Ames Drive Burnsville, MN 55306

If to Grantee:

Global Signal Acquisitions IV LLC

c/o Crown Castle USA Inc. E. Blake Hawk, General Counsel Attn: Legal Department – Real Estate

2000 Corporate Drive, Canonsburg, PA 15317

Assignment. The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. GSA IV has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, GSA IV has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon GSA IV sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve GSA IV from any further liability or obligation accruing hereunder on or after the date of the assignment.

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- 27. <u>Partial Invalidity</u>. If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.
- **28.** Mortgages. This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and GSA IV's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to GSA IV a non-disturbance agreement for each such mortgage, in recordable form.
- 29. <u>Successors and Assigns</u>. The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of GSA IV 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. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and GSA IV's rights hereunder.
- 30. <u>Construction of Easement</u>. The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor and GSA IV, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement as of the day and year first written above.

#### **GRANTOR:**

EAGLE MOUNTAIN HOLDINGS, L.L.C., a Minnesota limited liability company

By: Mal RR
Print Name: Mank & Brownson
Title: Sp. VICE PRES

STATE OF	Utan	
COUNTY OF	Sut lake	)ss. )

On this 7H day of June 2013, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Mark P. Brenze , the OF NICE President of EAGLE MOUNTAIN HOLDINGS, L.L.C., known or identified to me to be the person whose name is subscribed to the foregoing Grant of Easement and Assignment of Lease, 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.

Notary Seal

JODIE NEFF

Notery Public State of Utah
My Commission Expires on:
October 20, 2013
Comm. Number: 580612

(Signature of Notary)

My Commission Expires: \_\_

10-20-2013

Site Name: Cedar Pass BUN: 873583 10

GSA IV GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company

Print Namerick | Read

Title: Land Acquisition Director

STATE OF <u>Texas</u> ) ss.

COUNTY OF \_\_\_

On this 11 day of 2013, before me, the subscriber, a Notary Public in and for said State and County, personally appeared 3 color feed , the of GLOBAL SIGNAL ACQUISITIONS IV LLC, known or identified to me to be the person whose name is subscribed to the foregoing Grant of Easement and Assignment of Lease, 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.

Notary Seal

TARA GRODA
Notary Public, State of Texas
My Commission Expires
February 16, 2014

(\$ignature of Notary

My Commission Expires:

Site Name: Cedar Pass

## EXHIBIT "A" TO GRANT OF EASEMENT

### [Description of Grantor's Property]

A Part of the Northwest Quarter of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

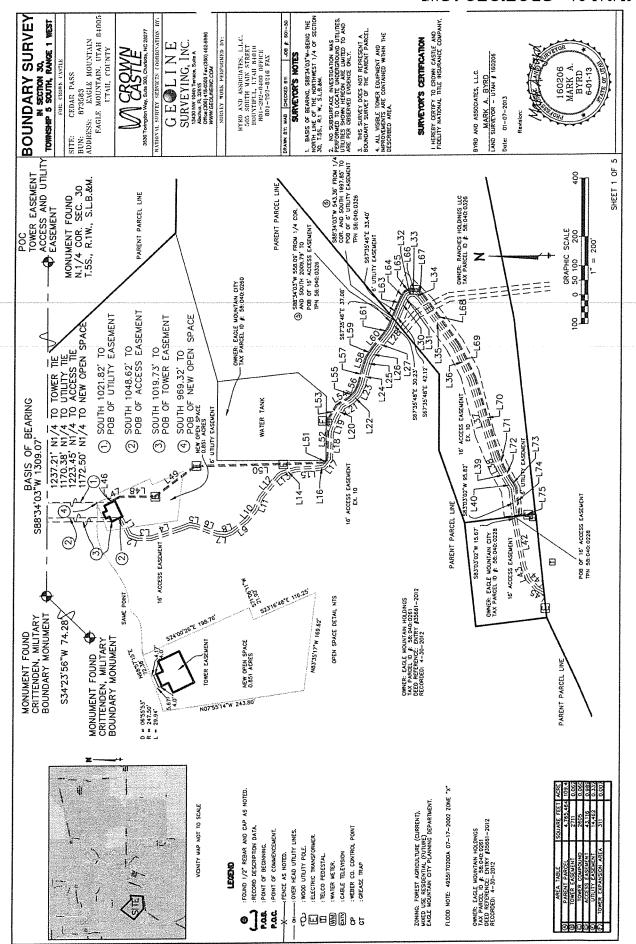
Commencing at the North Quarter Corner of said Section 30; thence South 88°34'03" West 1172.50 feet along the North line of the Northwest Quarter of said Section 30, thence departing said North line, South 969.32 feet to the Point of Beginning; thence South 24°00'26" East 198.76 feet; thence South 71°06'11" West 21.92 feet; thence South 23°16'48" East 116.25 feet; thence North 83°35'17" West 169.62 feet; thence North 07°55'14" West 243.80 feet; thence 29.94 feet along the arc of a 247.50.00 foot radius curve to the left through a central angle of 06°55'53" (chord bears N 72°25'12" E 29.92 feet); thence North 68°57'15" East 72.38 feet to the Point of Beginning.

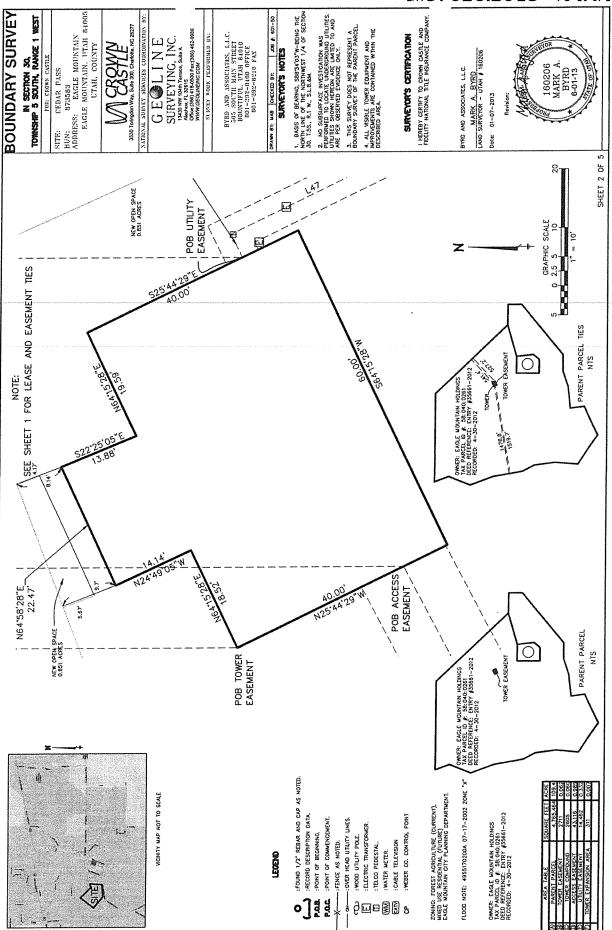
Contains 37,054 Sq. Ft. / 0.851 Acres

# EXHIBIT "B" TO GRANT OF EASEMENT

[Site sketch including access road to property]

Site Name: Cedar Pass





## EXHIBIT "C-1" TO GRANT OF EASEMENT

### [Description of Easement Area]

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 30; THENCE SOUTH 88°34′03" WEST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, 1237.21 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH, 1019.73 FEET TO THE POINT OF BEGINNING; THENCE NORTH 64°15′28" EAST, 18.52 FEET; THENCE NORTH 24°49′05" WEST, 14.14 FEET; THENCE NORTH 64°58′28" EAST, 22.47 FEET; THENCE SOUTH 22°25′05" EAST, 13.88 FEET; THENCE NORTH 64°15′28" EAST, 19.59 FEET; THENCE SOUTH 25°44′29" EAST, 40.00 FEET; THENCE SOUTH 64°15′28" WEST, 60.00 FEET; THENCE NORTH 25°44′29" WEST, 40.00 FEET TO THE POINT OF BEGINNING.

TOWER EASEMENT CONTAINS 0.062 ACRES OR 2711 SQUARE FEET MORE OR LESS.

## EXHIBIT "C-2" TO GRANT OF EASEMENT

### [Description of Access Easement Area]

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH AND BEING A 16 FOOT WIDE ACCESS EASEMENT, 8' ON EITHER SIDE OF THE CENTERLINE AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH OUARTER CORNER OF SAID SECTION 30; THENCE SOUTH 88°34'03" WEST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, 1223.45 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH, 1048.62 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 61°50'28 WEST, 69.29 FEET; THENCE SOUTH 19°34'12" WEST, 29.59 FEET; THENCE SOUTH 00°23'24" WEST, 45.24 FEET; THENCE SOUTH 17°39'05" EAST, 103.12 FEET; THENCE SOUTH 08°02'40" WEST, 23.00 FEET: THENCE SOUTH 20°13'41" WEST, 77.93 FEET; THENCE SOUTH 04°41'52" WEST, 28.35 FEET; THENCE SOUTH 18°18'18" EAST, 21.07 FEET; THENCE SOUTH 38°39'07" EAST, 67.52 FEET; THENCE SOUTH 50°53'14" EAST, 44.18 FEET; THENCE SOUTH 65°39'25" EAST, 47.31 FEET; THENCE SOUTH 50°07'27" EAST, 96.92 FEET; THENCE SOUTH 35°53'38" EAST, 11.46 FEET; THENCE SOUTH 15°58'16" EAST, 51.06 FEET; THENCE SOUTH 02°28'26" EAST, 80.81 FEET; THENCE SOUTH 13°45'23" EAST, 16.63 FEET; THENCE SOUTH 51°41'30" EAST, 34.21 FEET; THENCE SOUTH 88°28'01" EAST, 93.33 FEET; THENCE SOUTH 69°27'16" EAST, 53.68 FEET; THENCE SOUTH 59°16'10" EAST, 41.11 FEET: THENCE SOUTH 30°41'38" EAST, 38.29 FEET; THENCE SOUTH 45°54'59" EAST, 33.78 FEET: THENCE SOUTH 66°04'58" EAST, 32.93 FEET; THENCE SOUTH 75°12'57" EAST, 61.82 FEET; THENCE SOUTH 71°33'44" EAST, 31.06 FEET; THENCE SOUTH 56°26'18" EAST, 32.82 FEET; THENCE SOUTH 50°16'57" EAST, 59.25 FEET; THENCE SOUTH 53°40'18" EAST, 32.81 FEET; THENCE SOUTH 67°35'48" EAST, 30.23 FEET TO THE POINT OF TERMINUS.

16 FOOT WIDE ACCESS EASEMENT CONTAINS 0.522 ACRES OR 22,732 SQUARE FEET MORE OR LESS.

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE NORTHERLY LINE OF RANCHES HOLDING LLC, TPN 58-040-0326 AND THE WESTERLY LINE OF THE TOWER EASEMENT AREA.

# EXHIBIT "C-3" TO GRANT OF EASEMENT

### [Description of Utility Easement Area]

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH AND BEING A 6 FOOT WIDE ACCESS AND UTILITY EASEMENT, 3' ON EITHER SIDE OF THE CENTERLINE AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 30; THENCE SOUTH 88°34′03" WEST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, 1170.38 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH, 1021.82 FEET TO THE POINT OF BEGINNING; THENCE NORTH 64°15′31" EAST, 4.45 FEET; THENCE SOUTH 25°44′29" EAST, 31.95 FEET; THENCE SOUTH 00°00′00" EAST, 119.26 FEET; THENCE SOUTH 36°56′01" EAST, 172.59 FEET; THENCE SOUTH 01°09′48" EAST, 444.24 FEET; THENCE SOUTH 51°51′30" EAST, 11.12 FEET; THENCE SOUTH 87°12′47" EAST, 144.17 FEET; THENCE SOUTH 59°16′10" EAST, 52.94 FEET; THENCE SOUTH 30°41′38" EAST, 50.54 FEET; THENCE SOUTH 45°54′59" EAST, 28.48 FEET; THENCE SOUTH 66°04′59" EAST, 28.55 FEET; THENCE SOUTH 75°12′57" EAST, 61.01 FEET; THENCE SOUTH 71°33′44" EAST, 33.85 FEET; THENCE SOUTH 56°26′18" EAST, 35.99 FEET; THENCE SOUTH 50°16′57" EAST, 59.67 FEET; THENCE SOUTH 53°40′16" EAST, 30.23 FEET; THENCE SOUTH 67°35′46" EAST, 37.08 FEET TO THE POINT OF TERMINUS.

6 FOOT WIDE UTILITY EASEMENT CONTAINS 0.184 ACRES OR 8,023 SQUARE FEET MORE OR LESS.

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE NORTHERLY LINE OF RANCHES HOLDING LLC, TPN 58-040-0326 AND THE EASTERLY LINE OF THE TOWER EASEMENT AREA.

Site Name: Cedar Pass