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12/20/2018 4:09:00 PM \$36.00
Book - 10740 Pg - 3628-3639
ADAM GARDINER
Recorder, Salt Lake County, UT
LINEAR TITLE AGENCY OF UT
BY: eCASH, DEPUTY - EF 12 P.

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

FIRST MODIFICATION OF EASEMENT

Grantor: Lake Limited, a Utah limited partnership
Grantee: Global Signal Acquisitions IV LLC, a Delaware limited liability company
Site Address: 52 W Fayette, Salt Lake City, Utah 84111
Site County: Salt Lake
Assessor's Tax Parcel ID #: 15-12-280-043-0000
Prior Recorded Document(s) in Salt Lake County: February 22, 2007 at #10011034, in Book 9425, Page 6058-6068
Site ID: Alley (880617)

FIRST MODIFICATION OF EASEMENT

THIS FIRST MODIFICATION OF EASEMENT (the "First Modification") is made effective this 13th day of December, 2018 ("Effective Date"), by and between **LAKE LIMITED, a Utah limited partnership**, having a mailing address of 7530 Brighton Point Dr., Salt Lake City, UT 84121 ("Grantor") and **GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company**, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Grantee").

WHEREAS, Grantor and Grantee are parties to that certain Easement recorded on February 22, 2007 at Instrument No. 10011034, in Book 9425, Page 6058-6068, in the Public Records of Salt Lake County, Utah (the "Easement"), pursuant to which Grantor conveyed an easement to Grantee over property more particularly described in the Easement ("Easement Area") and located within certain real property owned by Grantor, more particularly described on Exhibit "A" attached hereto (hereinafter "Grantor's Property").

WHEREAS, Grantor and Grantee desire to amend the terms of the Easement on the terms and conditions outlined below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, Grantor and Grantee agree as follows:

OPERATIVE PROVISIONS

1. **Recitals; Defined Terms.** The Parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Easement.

2. **Grant of Easement.** Section 1 of the Easement is hereby deleted in its entirety and the following is inserted in its place:

"Grantor for itself, its successors and assigns, hereby grants and conveys unto Grantee, its lessees, licensees, successors and assigns forever, an exclusive, perpetual easement on, over, across and through the portion of the Grantor Property described in Exhibit B attached hereto (the "Tower Area") together with a non-exclusive perpetual easement over the portion of the Grantor Property described in Exhibit C (the "Access and (Guy and/or Utility) Areas") for all purposes consistent with the ownership, location and operation of communications towers, including but not limited to erecting, installing, operating, maintaining, repairing, replacing, rebuilding, altering, inspecting, improving, and removing communications towers, tower guy wires, guy wire anchors, guy stubs, ground connections, buildings, equipment, equipment shelters and other ancillary structures, and all fixtures, attachments, equipment and accessories related thereto, and for ingress and egress and utility access for the same, and all other related general and miscellaneous uses."

3. **Duration.** Section 3 of the Easement is hereby deleted in its entirety and the following inserted in its place:

The duration of the Easement granted herein (the "Term") shall be perpetual, unless Grantee provides written, recordable notice of its intent to terminate this Easement, in which event this Easement shall terminate upon Grantee's recordation of any such notice.

4. **First Additional Tower Area.** For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Grantor hereby grants and conveys unto Grantee, 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 four hundred (400) square foot parcel within Grantor's Property (the "First Additional Tower Area"), as such First Additional Tower Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" attached hereto. The Easement is hereby amended to include the Additional Tower Area. Grantee may use the Additional Tower Area for the permitted uses set forth in the Easement, together with all other rights and uses set forth in the Easement. Grantee's rights and obligations related to the Additional Tower Area shall be subject to all the same terms and conditions as the Tower Area under the terms of the Easement

5. **Easement Area Descriptions.** The description of the Tower Area set forth on Exhibit C to the Easement is hereby amended by the description of the Tower Area set forth on Exhibit C to this First Modification. The description of the Access and (Guy and/or Utility) Areas set forth on Exhibit C to the Easement is hereby amended by the description of the Tower Area set forth on Exhibit C to this First Modification. Exhibit B to the Easement is hereby amended by Exhibit B attached to this First Modification. Any conflicts between the descriptions or depictions attached to this First Modification and those contained in the Easement shall be resolved in favor of this First Modification.

6. **Notices.** Grantee's notice address as stated in Section 9 of the Easement is hereby amended as follows:

If to Grantee:	Global Signal Acquisitions IV LLC c/o Crown Castle USA Inc. General Counsel Attn: Legal – Real Estate Dept. 2000 Corporate Drive Canonsburg, PA 15317
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7. **Remainder of Easement Unaffected.** The Parties hereto acknowledge and agree that, except as expressly modified hereby, the Easement remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this First Modification and the Easement, the terms of this First Modification shall control. This First Modification may

be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same First Modification.

8. **Successors and Assigns.** The terms of this First Modification shall constitute a covenant running with the Grantor's Property for the benefit of Grantee 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.

9. **Construction of Easement.** The captions preceding the Sections of First Modification are intended only for convenience of reference and in no way define, limit or describe the scope of this First Modification 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.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor and Grantee, 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:

LAKE LIMITED, a Utah limited partnership

By: D. Scott Lake

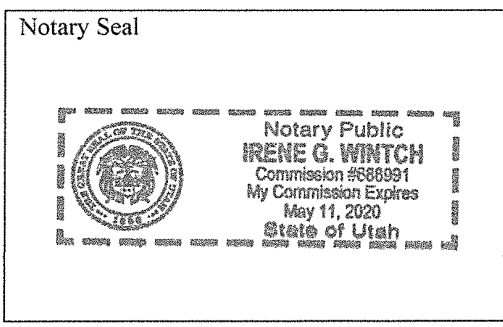
Print Name: D. SCOTT LAKE

Title: GENERAL PARTNER

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On this 11th day of DEC. 2018, before me, the subscriber, a Notary Public in and for said State and County, personally appeared D. SCOTT LAKE, the GENERAL PARTNER of LAKE LIMITED, known or identified to me to be the person whose name is subscribed to the foregoing First Modification of Easement, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



Irene G. Wintch
(Signature of Notary)

My Commission Expires: May 11, 2020

EXHIBIT "A"
TO FIRST MODIFICATION TO
GRANT OF EASEMENT

[Description of Grantor's Property]

The land referred to herein below is situated in the Town of Salt Lake City, County of Salt Lake, State of Utah and is described as follows:

Commencing at the Northwest corner of Lot 10, Block 22, Five Acre Plat "A", Big Field Survey, Salt Lake City, Salt Lake County, Utah, thence East along the North line of said Lot 10, 154 feet to the Northeast corner of a tract of land conveyed to John Q. Woodruff from the Grantor by Deed dated November 5, 1959, and being the true point of beginning; thence South along the East line of said Woodruff Tract 94.1 feet; thence leaving said Woodruff Tract East 18 feet, more or less, along the Grantor's property line; thence South along the Grantor's property line 160 feet to the North line of said Fayette Avenue; thence East along the North line of said Fayette Avenue 28 feet to the Easterly property line of the Grantor; thence North along said Easterly property line of the Grantor 254.1 feet to the North line of said Lot 10; thence West along the North line of said Lot 10, 12.5 feet; thence West 33.5 feet, more or less, to the point of commencement.

Site Name: Alley
BUN: 880617

EXHIBIT "B"
TO FIRST MODIFICATION TO
GRANT OF EASEMENT

[Site sketch including access road to property]

Site Name: Alley
BUN: 880617

BOUNDARY SURVEY

IN SECTION 12,
TOWNSHIP 1 SOUTH, RANGE 1 WEST
FOR: CROWN CASTLE ALLEY

SITE: 880617
ADDRESS: 52 W. FAYETTE AVENUE
SALT LAKE CITY, UTAH 84111
SALT LAKE COUNTY

CROWN CASTLE
3530 Temington Way, Suite 300, Charlotte, NC 28277
NATIONAL SURVEY SERVICES COORDINATION BY:
GEOLINE SURVEYING, INC.
13430 HW 104th Terrace, Suite A
Aldrich, AL 35916
Phone: (205) 654-1300 Fax: (205) 463-9986
WWW.GEOLINE.COM

SURVEY WORK PERFORMED BY:
PERIGEE CONSULTING, L.L.C.
9087 S. 1300 W., STE 304
WEST JORDAN, UTAH 84088
801-550-5532 OFFICE

DRAWN BY: MAB CHECKED BY: JOB # 415-85

SURVEYOR'S NOTES
1. BASIS OF BEARING: S89°47'27"E-BEING THE MEASURED AND RECORDED BEARING BETWEEN THE MONUMENT AT WEST TEMPLE AND THE MONUMENT AT MAIN STREET.

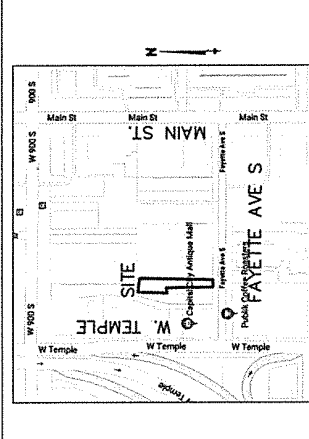
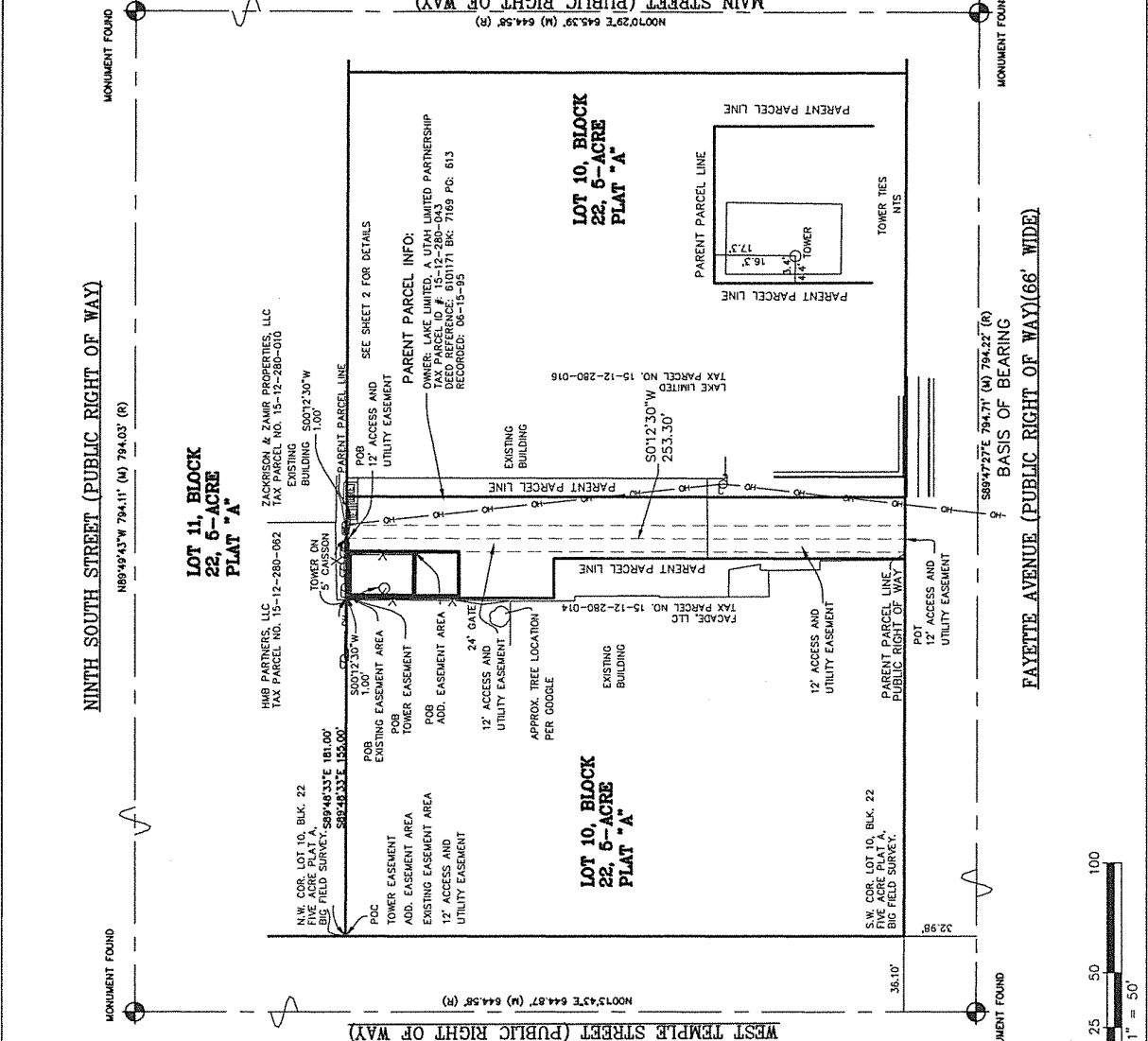
2. NO SURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. UTILITIES SHOWN HEREON ARE LIMITED TO AND ARE PER OBSERVED EVIDENCE ONLY.

3. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

4. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA EXCEPT AS SHOWN.

5. ALL ICONS/SYMBOLS HEREON ARE NOT DEPICTED TO SCALE.

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY TO CROWN CASTLE AND FIDELITY NATIONAL TITLE INSURANCE COMPANY.
PERIGEE CONSULTING, L.L.C.
MARK A. BYRD
LAND SURVEYOR - UTAH # 160206
Date: 10-30-2018
Revision:



VICINITY MAP NOT TO SCALE

LEGEND
○ FOUND 1/2" REBAR AND CAP AS NOTED.
(M)(R) : MEASURED AND RECORDED DESCRIPTION DATA.
P.O.B. : POINT OF BEGINNING.
P.O.C. : POINT OF COMMENCEMENT.
X : FENCE AS NOTED.
OH : OVER HEAD UTILITY LINES.
⊕ : POWER POLE
⊞ : ELECTRIC TRANSFORMER.
⊞ : TELCO PEDESTAL.
⊞ : WATER METER.
⊞ : CABLE TELEVISION
⊞ : GUY WIRE
⊞ : LIGHT POLE
⊞ : FIRE HYDRANT
⊞ : WATER VALVE
⊞ : PUBLIC UTILITY EASEMENT
⊞ : ICE BRIDGE
⊞ : ELECTRICAL SWITCH PANEL
⊞ : METER RACK
⊞ : STORM DRAIN MH
⊞ : CENTERLINE
⊞ : HVAC UNIT
⊞ : AREA REFERENCE PLAT

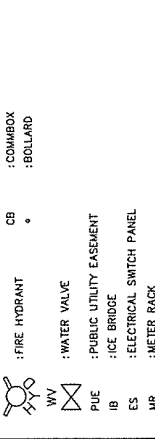
S.L.B.&M : SALT LAKE BASE & MERIDIAN
P.O.T : POINT OF TERMINATION
EP : EDGE OF PAVEMENT
HC : HANDICAP
CB : COMBOX
• : BOLLARD

ZONING: D-2 DOWNTOWN SUPPORT DISTRICT
UTAH COUNTY PLANNING AND ZONING
801-535-7700

FLOOD NOTE: 49035C0282H 08-02-2012 ZONE "X"

PARENT PARCEL INFO:
OWNER: LAKE UNITED, A UTAH LIMITED PARTNERSHIP
DEED REFERENCE: 8101171 BK 7169 PG. 613
RECORDED: 05-15-95

AREA TABLE	SQUARE FEET	ACRE
PLAT AREA	1000	0.023
TOWER EASEMENT	1000	0.023
ADDITIONAL EASEMENT AREA	400	0.009
ACCESS AND UTILITY EASEMENT	3040	0.070
EXISTING EASEMENT AREA	600	0.014
TOWER COMPOUND	495	0.011



MONUMENT FOUND

MONUMENT FOUND

MONUMENT FOUND

WEST TEMPLE STREET (PUBLIC RIGHT OF WAY)
N00°17'43"E 644.57' (M) 644.58' (R)

LOT 10, BLOCK 22, 5-ACRE PLAT "A"

LOT 11, BLOCK 22, 5-ACRE PLAT "A"

NINTH SOUTH STREET (PUBLIC RIGHT OF WAY)
N89°49'43"W 794.11' (M) 794.03' (R)

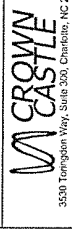
FAYETTE AVENUE (PUBLIC RIGHT OF WAY) (66' WIDE)
S89°47'27"E 794.71' (M) 794.22' (R)

MONUMENT FOUND

MONUMENT FOUND

BOUNDARY SURVEY

IN SECTION 12,
TOWNSHIP 1 SOUTH, RANGE 1 WEST
FOR: CROWN CASTLE ALLEY
SITE: 880617
BUN: 880617
ADDRESS: 52 W. FAYETTE AVENUE
SALT LAKE CITY, UTAH 84111
SALT LAKE COUNTY



3530 Torrington Way, Suite 300, Emeryville, CA 94627
NATIONAL SURVEY SERVICES COORDINATION BY:

G E O L I N E
SURVEYING, INC.
10500 W. 10th Street, Suite A
Alpharetta, GA 30201
Office (770) 418-0500 Fax (770) 462-9989
WWW.GEOLINEINC.COM

SURVEY WORK PERFORMED BY:
PERIGEE CONSULTING, LLC
9087 S. 1300 W. STE. 304
WEST JORDAN, UTAH 84088
801-550-3332 OFFICE

DRAWN BY: MAB CHECKED BY: JDS F. 415-45

SURVEYOR'S NOTES
1. BASIS OF BEARING, S88°48'33"E BEING THE MONUMENT LINE OF FAYETTE AVENUE BETWEEN THE MONUMENT AT WEST TEMPLE AND THE MONUMENT AT MAIN STREET.

2. NO SUBSURFACE INVESTIGATION WAS PERFORMED TO LOCATE UNDERGROUND UTILITIES. THE LOCATION OF UTILITIES SHOWN ARE PER OBSERVED EVIDENCE ONLY.

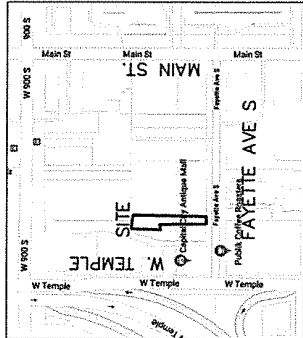
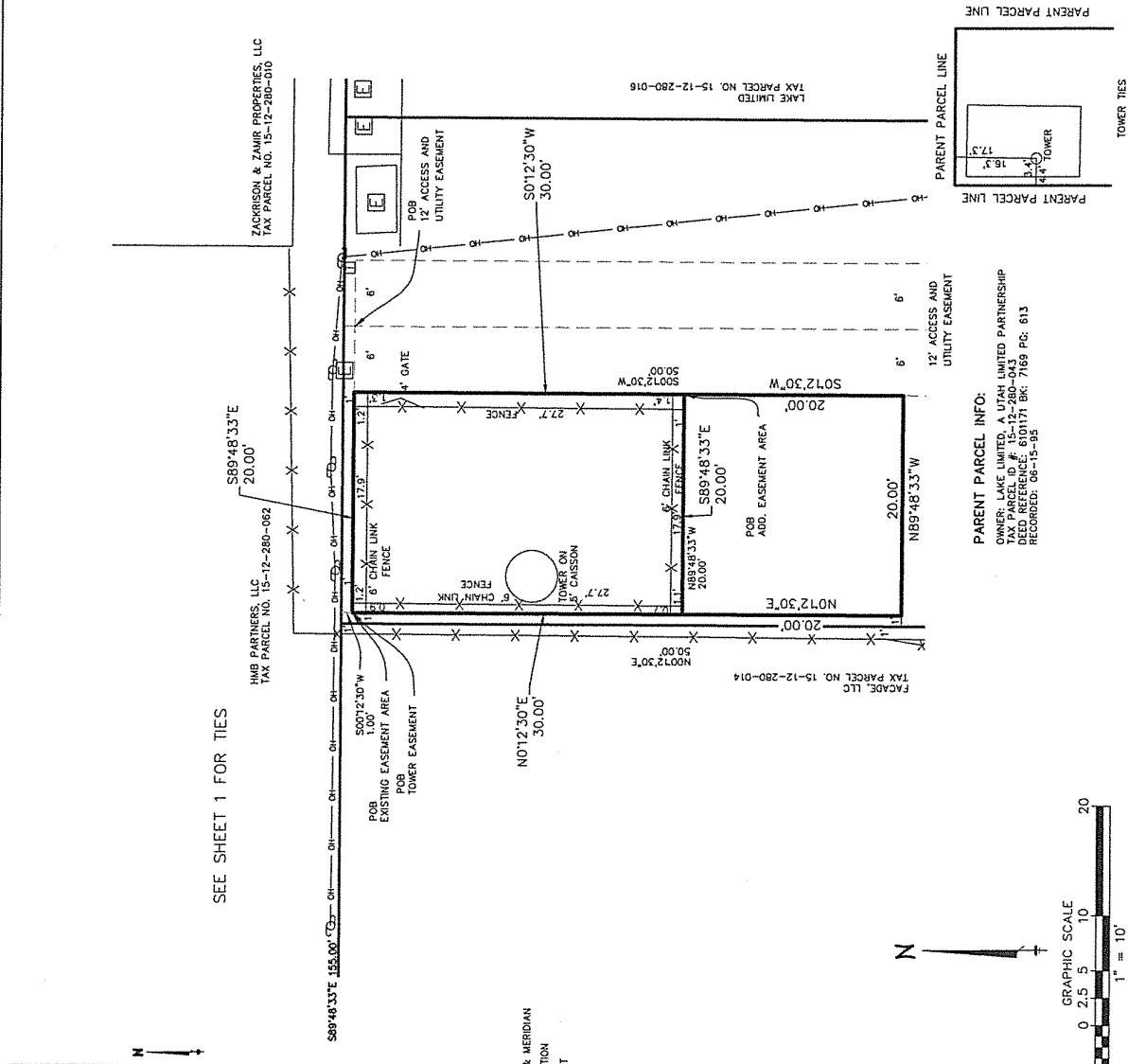
3. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

4. ALL VISIBLE TOWER EQUIPMENT AND ANTENNAS ARE SHOWN WITHIN THE DESCRIBED AREA EXCEPT AS SHOWN.

5. ALL ICONS/SYMBOLS HEREON ARE NOT DEPICTED TO SCALE.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO CROWN CASTLE AND FIDELITY NATIONAL TITLE INSURANCE COMPANY.
PERIGEE CONSULTING, LLC.
LAND SURVEYOR - UTAH # 160208
Date: 10-30-2018
Revision:



VICINITY MAP NOT TO SCALE

LEGEND
○ FOUND 1/2" REBAR AND CAP AS NOTED.
(M)(R) MEASURED AND RECORD DESCRIPTION DATA.
P.O.B. POINT OF BEGINNING.
P.O.C. POINT OF COMMENCEMENT.
- FENCE AS NOTED.
- OVER HEAD UTILITY LINES.
ELECTRIC TRANSFORMER.
TELECO PEDESTAL.
WATER METER.
CABLE TELEVISION
GUY WIRE
LIGHT POLE
FIRE HYDRANT
WATER VALVE
PUBLIC UTILITY EASEMENT
ICE BRIDGE
ELECTRICAL SWITCH PANEL
METER RACK
STORM DRAIN MH
CENTERLINE
HVAC UNIT
AREA REFERENCE PLAT

SLB&M : SALT LAKE BASE & MERIDIAN
POT : POINT OF TERMINATION
EP : EDGE OF PAVEMENT
HC : HANDICAP
CB : COMBOBOX
BOLLARD
SALTY LAKE COUNTY PLANNING AND ZONING 801-535-7700

FLOOD NOTE: 49035C0282H 08-02-2012 ZONE "X"

PARENT PARCEL INFO:
OWNER: LAKE LIMITED, A UTAH LIMITED PARTNERSHIP
TAX PARCEL ID #: 15-12-280-043
DEED REFERENCE: 610171 BK: 7169 PG: 613
RECORDED: 06-15-95

AREA TABLE	SQUARE FEET	ACRE
PARENT PARCEL	1000	0.023
TOWER EASEMENT	1000	0.023
ADDITIONAL EASEMENT AREA	400	0.009
ACCESS AND UTILITY EASEMENT	3040	0.070
EXISTING EASEMENT AREA	600	0.014
TOWER COMPOUND	495	0.011

EXHIBIT "C"
TO FIRST MODIFICATION TO
GRANT OF EASEMENT

[Description of Tower Area, as expanded]

EXISTING TOWER AREA (referred to as Existing Easement Area on Exhibit "B"):

BEING A PORTION OF LOT 10, BLOCK 22, 5-ACRE PLAT "A" BIG FIELD SURVEY ON FILE IN THE SALT LAKE CITY SURVEYOR'S OFFICE, SALT LAKE CITY, SALT LAKE COUNTY, UTAH AND ALSO BEING A PORTION OF THE EAST HALF OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE CITY, SALT LAKE COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 89°48'33" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 10, 155.00 FEET; THENCE DEPARTING SAID NORTHERLY LINE SOUTH 00°12'30" WEST, 1.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'33" EAST, 20.00 FEET; THENCE SOUTH 00°12'30" WEST, 30.00 FEET; THENCE NORTH 89°48'33" WEST, 20.00 FEET; THENCE NORTH 00°12'30" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

EXISTING EASEMENT AREA CONTAINS 600 SQUARE FEET OR 0.014 ACRES MORE OR LESS.

ADDITIONAL TOWER AREA (referred to as Additional Easement Area on Exhibit "B"):

BEING A PORTION OF LOT 10, BLOCK 22, 5-ACRE PLAT "A" BIG FIELD SURVEY ON FILE IN THE SALT LAKE CITY SURVEYOR'S OFFICE, SALT LAKE CITY, SALT LAKE COUNTY, UTAH AND ALSO BEING A PORTION OF THE EAST HALF OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE CITY, SALT LAKE COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 89°48'33" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 10, 155.00 FEET; THENCE DEPARTING SAID NORTHERLY LINE SOUTH 00°12'30" WEST, 1.00 FEET; THENCE SOUTH 89°48'33" EAST, 20.00 FEET; THENCE SOUTH 00°12'30" WEST, 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°12'30" WEST, 20.00 FEET; THENCE NORTH 89°48'33" WEST, 20.00 FEET; THENCE NORTH 00°12'30" EAST, 20.00 FEET; THENCE SOUTH 89°48'33" EAST, 20.00 FEET TO THE POINT OF BEGINNING.

ADDITIONAL EASEMENT AREA CONTAINS 400 SQUARE FEET OR 0.009 ACRES MORE OR LESS.

Site Name: Alley
BUN: 880617

COMBINED TOWER AREA (referred to as Tower Easement on Exhibit "B"):

BEING A PORTION OF LOT 10, BLOCK 22, 5-ACRE PLAT "A" BIG FIELD SURVEY ON FILE IN THE SALT LAKE CITY SURVEYOR'S OFFICE, SALT LAKE CITY, SALT LAKE COUNTY, UTAH AND ALSO BEING A PORTION OF THE EAST HALF OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE CITY, SALT LAKE COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 89°48'33" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 10, 155.00 FEET; THENCE DEPARTING SAID NORTHERLY LINE SOUTH 00°12'30" WEST, 1.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'33" EAST, 20.00 FEET; THENCE SOUTH 00°12'30" WEST, 50.00 FEET; THENCE NORTH 89°48'33" WEST, 20.00 FEET; THENCE NORTH 00°12'30" EAST, 50.00 FEET TO THE POINT OF BEGINNING.

TOWER EASEMENT CONTAINS 1000 SQUARE FEET OR 0.023 ACRES MORE OR LESS.

ACCESS AND UTILITY EASEMENT AREA:

BEING A PORTION OF LOT 10, BLOCK 22, 5-ACRE PLAT "A" BIG FIELD SURVEY ON FILE IN THE SALT LAKE CITY SURVEYOR'S OFFICE, SALT LAKE CITY, SALT LAKE COUNTY, UTAH AND ALSO BEING A PORTION OF THE EAST HALF OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE CITY, SALT LAKE COUNTY, UTAH AND BEING THE CENTERLINE OF A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT BEING 6 FEET EITHER SIDE OF THE FOLLOWING DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 89°48'33" EAST, ALONG THE NORTHERLY LINE OF SAID LOT 10, 181.00 FEET; THENCE DEPARTING SAID NORTHERLY LINE SOUTH 00°12'30" WEST, 1.00 FEET TO A POINT AT THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF THE TOWER EASEMENT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°12'30" WEST, 253.30 FEET TO THE POINT OF TERMINATION.

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE NORTHERLY LINE OF FAYETTE AVENUE AND THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF THE TOWER EASEMENT AREA.

ACCESS AND UTILITY EASEMENT CONTAINS 3040 SQUARE FEET OR 0.070 ACRES MORE OR LESS.

Site Name: Alley
BUN: 880617