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11/18/2020 8:53:00 AM \$40.00
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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 12 P.

EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

PIN:21-05-126-015-0000
NKA PIN: 21-05-126-018

STATE OF: UTAH
COUNTY OF: SALT LAKE

Document Date: November 17 2020

GRANTOR: Delta Chi Partners Development LLC, a Utah limited liability company
Address: 3725 West 4100 South
West Valley, UT, 84120

GRANTEE: LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC, a Delaware limited liability company
Address: P.O. Box 3429
400 Continental Blvd., Ste. 500
El Segundo, CA 90245

Legal Description: Attached as Exhibit A.

Prepared by:
Landmark Dividend LLC
P.O. Box 3429
400 Continental Blvd., Suite 500
El Segundo, CA 90245
TC209064 / TC209065 / TC209066

Return after recording to:
Cottonwood Title
1996 East 6400 South, Suite 120
Salt Lake City, UT 84141
133370-CPF

TC PSA (Rooftop)/JMP

TC209065 //Delta CHI Partners Development LLC

Ent 13465505 BK 11062 PG 8507

EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT

This Easement and Assignment of Lease Agreement (this "**Agreement**") dated November 17, 2020 (the "**Effective Date**") is by and between DELTA CHI PARTNERS DEVELOPMENT LLC, a Utah limited liability company ("**Grantor**"), and LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC, a Delaware limited liability company ("**Grantee**"); and

WHEREAS Grantor owns certain real property located at: 3725 West 4100 South, West Valley, UT ("**Property**"); and more particularly described in Exhibit A attached hereto; and

WHEREAS Grantor intends to grant to Grantee an exclusive easement (the "**Telecom Easement**") in, to, under and over a certain portion of the Property described in Exhibit B attached hereto (the "**Telecom Easement Area**") for telecommunications purposes, and a non-exclusive easement (the "**Access Easement**") in, to, under and over the Property for ingress, egress, maintenance and utility service for and to the Telecom Easement (the Telecom Easement and the Access Easement may be collectively referred to herein as the "**Easement**"); and

WHEREAS Grantor intends to sell, assign, set over, convey and transfer the existing telecommunications lease(s) or license(s) ("**Existing Telecom Agreement(s)**") more particularly described in Exhibit C attached hereto to Grantee; and

WHEREAS Grantor intends to allow Grantee to use the Easement in order that Grantee may lease space to Tenants in the telecommunications business; and

NOW THEREFORE, In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **GRANT OF EASEMENT.** Grantor hereby grants to Grantee an exclusive easement over the Telecom Easement Area for the purpose of leasing space on the Property to telecommunications tenant(s) and uses associated with the exercise rights of telecommunications tenants under such leases.
2. **TERM.** Commencing on November 17, 2020 (the "**Commencement Date**"), the Term of this Agreement shall be 99 years (the "**Term**").
3. **TERMINATION.** Grantor may not terminate this Agreement; provided however, that in the event that Grantee voluntarily ceases to use the Easement for a continuous period of five (5) years, the Easement shall be deemed abandoned and this Agreement shall automatically terminate.
4. **ASSIGNMENT OF EXISTING TELECOM AGREEMENT(S).** As part of the consideration provided for this Agreement, Grantor hereby assigns and conveys all of its right, title and interest in and to the Existing Telecom Agreement(s). Grantor shall retain and continue to faithfully perform and discharge any and all of Grantor's obligations as lessor under the Existing Telecom Agreement(s) and Grantee assumes no obligations thereunder, except to the extent any such Existing Telecom Agreement(s) require Grantee to assume such obligations as lessor, in which case the parties hereto shall be jointly and severally liable for the faithful performance and discharge of such obligations.
5. **NON-EXCLUSIVE ACCESS EASEMENT.** As part of the consideration for this Agreement, Grantor hereby grants to Grantee the Access Easement in, to, under and across the Property adequate to allow ingress and egress, operation, maintenance of and utility service to the Telecom Easement Area.
6. **REPRESENTATIONS AND COVENANTS OF GRANTOR.** Grantor represents and warrants to Grantee, as of the date hereof, that:
 - a. This Agreement and any other documents executed by Grantor in connection with it constitute the legal, valid and binding obligation of Grantor, enforceable against Grantor in accordance with their terms.
 - b. The execution, delivery and performance by Grantor of this Agreement does not and will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or of any agreement to which Grantor is a party including, without limitation, permits, mortgages and deeds of trust, or by which Grantor or the Property is bound and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Grantor is subject.
 - c. There is no pending or threatened action, judgment, order decree or proceeding (including any bankruptcy, insolvency, eminent domain, zoning or other land use regulation actions) that, if determined against Grantor, would adversely affect Grantor's

ability to grant the Easement or such other documents or to perform its obligations hereunder or thereunder, or limit Grantee's ability to use the Easement as contemplated herein. Grantor has received no notice from any governmental or quasi-governmental authority either that the Property or the use thereof violates any statutes, ordinances, orders or regulations affecting any portion of the Property.

d. Grantor owns one hundred percent (100%) of the fee title to the Property and the lessor's interest in and to the Existing Telecom Agreement(s).

e. Grantor has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Existing Telecom Agreement(s), or any portion of the Property the Easement occupies, except as expressly disclosed to Grantee in writing. Except for the Existing Telecom Agreement(s), Grantor has not executed or otherwise entered into any leases, tenancies, license or concession agreements, occupancy agreements or other agreements with respect to rights that would adversely affect Grantee's, or Grantee's tenants, possession or occupancy of any portion of the Easement or use of the Property pursuant to this Agreement or the Existing Telecom Agreement(s).

f. Grantor shall not allow or permit a breach or default to occur under the Leases and Grantor shall comply with all applicable laws which may affect the Property.

g. Grantor shall not settle or compromise any insurance claim or condemnation award relating to the Easement without Grantee's prior written approval, which shall not be unreasonably withheld.

h. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to use any portion of the Property, or the Easement in a way which interferes with the operations of tenants under the Existing Telecom Agreement(s), or any other of Grantee's future lessees or licensees, or to interfere with the Access Easement. Such interference shall be deemed a material breach by Grantor.

7. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. This Agreement shall run with the land upon which the Easement is located, and Grantor shall, in any and all deeds or other documents related to the sale, conveyance, assignment, mortgage, pledge, or other encumbrance or transfer of the Property, expressly provide that the Property is subject to all rights, liabilities and obligations under this Agreement (including without limitation, with respect to the Easement). Grantor hereby expressly acknowledges and agrees that Grantee may from time to time sell, convey, assign, mortgage, pledge, encumber, hypothecate, securitize or otherwise transfer some or all of Grantee's right, title and interest in and to this Agreement, the Easement, the Telecom Easement Area and/or the Access Easement Area without notice to or consent of Grantor.

8. **ENVIRONMENTAL REPRESENTATIONS.**

a. **Grantor Environmental Representation.** Grantor represents that it has no knowledge of any substance, chemical or waste (collectively "**Hazardous Substance**") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Grantor shall not introduce or use (or permit the use of) any Hazardous Substance on the Property in violation of any applicable federal, state or local environmental laws. Grantor shall be responsible for (and shall promptly conduct any investigation and remediation as required by any applicable environmental laws) all spills or other releases of any Hazardous Substance not caused solely by Grantee, that have occurred or which may occur on the Property.

b. **Grantee Environmental Representations.** Grantee shall not introduce or use any Hazardous Substance on the Property or the Easement in violation of any applicable federal, state or local environmental laws. Notwithstanding the foregoing, Grantee shall not be responsible for any Hazardous Substances arising or present on or before the Effective Date. Liability of Grantee for any claims with respect to any Hazardous Substances at the Property or the Easement shall be limited to contamination which is shown by clear evidence to have been solely caused by a release of a Hazardous Substance by Grantee after the Effective Date, and in violation of any applicable federal, state or local environmental laws.

c. **Mutual Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the existence or discovery of any Hazardous Substance on the Property caused by the other party. This indemnification shall also apply to the migration of any Hazardous Substance to other properties, and the release of any Hazardous Substance into the environment that relate to or arise from the indemnitor's activities on the Property. Grantor agrees to defend, indemnify, protect and hold Grantee harmless from claims resulting from actions on the Property not caused by Grantee prior to, and during the Term of this Agreement. This indemnification shall survive the termination or expiration of this Agreement.

9. **NOTICES.** All notices, requests, demands and other communications hereunder shall be delivered by Certified Mail Return Receipt Requested, and/or a nationally recognized Overnight courier. Notice shall be deemed accepted upon proof of delivery. Notices shall be delivered:

As to Grantor: 3725 West 4100 South
West Valley, UT, 84120

As to Grantee: c/o Landmark Dividend LLC
P.O. Box 3429
400 Continental Blvd., Suite 500
El Segundo, CA 90245
Attn: Legal Dept.

10. **DEFAULT.** It shall be an "Event of Default" if either Grantor or Grantee fails to observe or perform any of the terms, conditions or its respective obligations set forth in this Agreement. Upon receiving written notice of such a default or breach of this Agreement, the defaulting party shall have sixty (60) days to cure such default; provided, however, if the required cure of the noticed default cannot reasonably be completed by Grantee within such 60-day period, Grantee's failure to perform shall not constitute an Event of Default so long as Grantee undertakes to cure the failure promptly and diligently and continuously pursues the cure thereof to completion. In the event that the defaulting party fails to cure such default within the cure period, the non-defaulting party shall be entitled to exercise any rights permitted by applicable law. Notwithstanding anything to the contrary contained herein, in the event that Grantor fails to provide Grantee, the tenants under the Existing Telecom Agreement(s), or their respective agents, employees, or contractors, access to the Easement, whether through action or inaction, such occurrence shall be an Event of Default which shall not be subject to the cure periods as set forth in this Section 10, and Grantee shall be immediately entitled to exercise any rights and remedies permitted by applicable law.

11. **AGREEMENT FULLY PERFORMED.** Notwithstanding anything herein to the contrary, this Agreement is deemed to be fully performed by Grantee as of the Commencement Date. In no event shall this Agreement be deemed an executory contract for purposes of the United States Bankruptcy Code, as amended (the "Code"), and this Agreement may not be rejected pursuant to Section 365 of the Code.

12. **GOVERNING LAW; CERTAIN WAIVERS.**

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

(b) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING TO ENFORCE OR INTERPRET THIS AGREEMENT.

(c) EACH PARTY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE APPLICABLE UNITED STATES DISTRICT COURT FOR THE DISTRICT THE PROPERTY IS LOCATED IN, AND EACH PARTY WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE IN SUCH COURT, WHETHER ON THE BASIS OF INCONVENIENT FORUM OR OTHERWISE.

13. **ATTORNEYS' FEES.** In any action or proceeding brought to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs, whether through arbitration or a court of competent jurisdiction. All damages or other sums payable by one party to another hereunder shall bear interest from the date incurred or payable until paid at a rate equal to the highest rate permitted by applicable law.

14. **INDEMNIFICATION.** Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including attorney's fees) caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

GRANTOR:

DELTA CHI PARTNERS DEVELOPMENT LLC, A UTAH LIMITED LIABILITY COMPANY

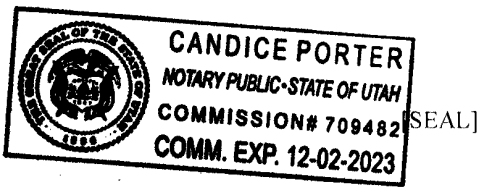
By: [Signature]
Name: Rej H. Hintze
Its: Manager

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On November 6, 2020, before me, Candice Porter, a Notary Public in and for said County and State, personally appeared Rej H. Hintze, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) S are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.


WITNESS my hand and official Seal.

[Signature]
Notary Public
My Commission Expires: 12-2-2023



IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

GRANTEE:
LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC,
a Delaware limited liability company

By: 
Name: Daniel R. Parsons
Title: Authorized Signatory

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

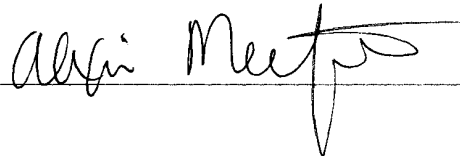
State of California

County of Los Angeles

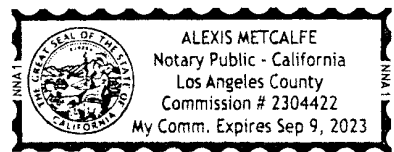
On October 30, 2020 before me, Alexis Metcalfe, Notary Public, personally appeared Daniel R. Parsons, who proved to me on the basis of satisfactory evidence to be the person(s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature 

(Seal)



**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL 2:

Easement: Proposed Rooftop Easement Area TC209065 (AT&T):

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 05, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, WEST VALLEY CITY, SALT LAKE COUNTY, UTAH, BEING LOCATED ON A ROOFTOP, ELEVATION OF SAID ROOFTOP IS 4370.0 FEET AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 05; THENCE SOUTH 89°53'25" WEST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 05, 724.85 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°06'35" EAST, 361.25 FEET; THENCE SOUTH 89°53'25" WEST, 98.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°08'34" EAST, 10.00 FEET; THENCE SOUTH 02°42'40" EAST, 48.92 FEET; THENCE SOUTH 89°58'07" WEST, 174.52 FEET; THENCE NORTH 00°14'15" WEST, 28.71 FEET; THENCE SOUTH 89°47'52" EAST, 44.23 FEET; THENCE NORTH 01°01'06" WEST, 8.89 FEET; THENCE SOUTH 88°50'43" EAST, 55.32 FEET; THENCE NORTH 00°15'14" WEST, 12.66 FEET; THENCE NORTH 89°53'25" EAST, 63.00 FEET TO THE POINT OF BEGINNING.

PARCEL A:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, OPERATION, MAINTENANCE OF AND UTILITY SERVICE TO THE ROOFTOP CELLULAR EQUIPMENT, IN AND TO THOSE AREAS PROVIDED FOR SUCH USES WITHIN THE EXISTING BUILDING LOCATED ON THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE SOUTH LINE OF 4100 SOUTH STREET AND THE WEST LINE OF FREE COUNTRY ESTATES SUBDIVISION (ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER), WHICH POINT IS SOUTH 89°53'25" WEST 495.00 FEET ALONG THE SECTION LINE AND SOUTH 0°06'35" EAST 53.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 0°06'35" EAST 606.05 FEET ALONG SAID WEST LINE OF FREE COUNTRY ESTATES AND SAID LINE EXTENDED TO THE NORTH LINE OF MEADOW HEIGHTS #5 (ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER); THENCE DUE WEST 666.64 FEET (PRIOR DEEDS = 660.80 FEET) ALONG SAID NORTH LINE AND SAID LINE EXTENDED TO THE EAST LINE OF A UTAH DEPARTMENT OF TRANSPORTATION HIGHWAY PROJECT NO. 1005 COMMONLY KNOWN AS THE BANGERTER HIGHWAY; THENCE ALONG SAID EAST LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 0°04'40" WEST 582.71 FEET (TO A POINT DESIGNATED POINT "B" IN THAT CERTAIN WARRANTY DEED RECORDED AUGUST 22, 1991 AS ENTRY NO. 5115421 IN BOOK 6348 AT PAGE 2055 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER) AND NORTH 44°57'53" EAST 31.25 FEET TO THE SOUTH LINE OF 4100 SOUTH STREET (SAID POINT BEING A POINT DESIGNATED POINT "A" IN THAT CERTAIN WARRANTY DEED RECORDED AUGUST 22, 1991 AS ENTRY NO. 5115421 IN BOOK 6348 AT PAGE 2055 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER); THENCE ALONG SAID SOUTH LINE NORTH 89°53'25" EAST 644.18 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

THAT PORTION OF LAND AS DEEDED TO BOYER DESERT SPRINGS, L.C. BY THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AUGUST 29, 2002 AS ENTRY NO. 8337272 IN BOOK 8640 AT PAGE 5029, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF FREE COUNTRY ESTATES SUBDIVISION (ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER), WHICH POINT IS SOUTH 89°53'25" WEST 495.00 FEET ALONG THE SECTION LINE AND SOUTH 0°06'35" EAST 212.67 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 2

SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING BEING ALONG THE SECTION LINE BETWEEN THE NORTH QUARTER CORNER OF SECTION 5 AND THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, SAID BEARING BEING NORTH 89°54'40" EAST), AND RUNNING THENCE SOUTH 0°06'35" EAST 446.38 FEET ALONG SAID WEST LINE OF FREE COUNTRY ESTATES AND SAID LINE EXTENDED TO THE NORTH LINE OF MEADOW HEIGHTS #5 (ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER); THENCE DUE WEST 207.82 FEET; THENCE DUE NORTH 446.14 FEET; THENCE NORTH 89°56'02" EAST 206.97 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING:

THAT PORTION OF LAND GRANTED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY THAT CERTAIN ORDER OF IMMEDIATE OCCUPANCY RECORDED MAY 16, 2011 AS ENTRY NO. 11183084 IN BOOK 9924 AT PAGE 6865 AND FINAL JUDGMENT OF CONDEMNATION RECORDED AUGUST 1, 2012 AS ENTRY NO. 11442297 IN BOOK 10041 AT PAGE 9748 BEING FURTHER DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE INCIDENT TO THE CONSTRUCTION OF PROJECT NO. F-0154(57)14, BEING A PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, T.2S., R.1W., S.L.B.&M., THE BOUNDARIES OF SAID LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT IN THE SOUTHERLY RIGHT OF WAY LINE OF 4100 SOUTH STREET WHICH IS 495.00 FEET S.89°53'25"W. ALONG THE SECTION LINE AND 53.00 FEET S.00°06'35"E. AND 32.64 FEET S.89°53'25"W. FROM THE NORTH QUARTER CORNER OF SAID SECTION 5, SAID POINT IS APPROXIMATELY 51.19 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID 4100 SOUTH STREET OF SAID PROJECT OPPOSITE ENGINEER STATION 45+15.75, AND RUNNING THENCE S.18°13'59"W. 25.08 FEET TO A LINE PARALLEL WITH AND 75.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 45+07.85; THENCE S.89°52'30"W. 40.93 FEET ALONG SAID PARALLEL LINE TO A POINT OPPOSITE ENGINEER STATION 44+66.92; THENCE N.14°17'47"W. 21.66 FEET TO A POINT 54.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 44+61.62; THENCE N.85°58'02"W. 13.79 FEET TO A LINE PARALLEL WITH AND 53.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 44+47.86; THENCE S.89°52'30"W. 41.36 FEET ALONG SAID PARALLEL LINE TO A POINT OPPOSITE ENGINEER STATION 44+06.50; THENCE S.00°07'30"E. 4.50 FEET TO A LINE PARALLEL WITH AND 57.50 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 44+06.50; THENCE S.89°52'30"W. 12.00 FEET ALONG SAID PARALLEL LINE TO A POINT OPPOSITE ENGINEER STATION 43+94.50; THENCE N.00°07'30"W. 4.50 FEET TO A LINE PARALLEL WITH AND 53.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 43+94.50; THENCE S.89°52'30"W. 38.01 FEET ALONG SAID PARALLEL LINE TO A POINT OPPOSITE ENGINEER STATION 43+56.49; THENCE S.38°36'55"W. 28.21 FEET TO A LINE PARALLEL WITH AND 75.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 43+38.84; THENCE S.89°52'30"W. 50.36 FEET ALONG SAID PARALLEL LINE TO A POINT OPPOSITE ENGINEER STATION 42+88.48; THENCE N.48°29'29"W. 6.02 FEET TO A LINE PARALLEL WITH AND 71.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 42+83.98; THENCE S.89°52'30"W. 220.43 FEET ALONG SAID PARALLEL LINE TO A POINT OPPOSITE ENGINEER STATION 40+63.55; THENCE N.87°05'13"W. 113.22 FEET TO A LINE PARALLEL WITH AND 65.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 39+50.49; THENCE S.89°52'30"W. 60.29 FEET ALONG SAID PARALLEL LINE TO A POINT THE EASTERLY RIGHT OF WAY AND LIMITED ACCESS LINE OF THE EXISTING HIGHWAY STATE ROUTE 154 (BANGERTER HIGHWAY) OPPOSITE ENGINEER STATION 38+90.20, SAID POINT IS ALSO 91.70 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CONTROL LINE OF BANGERTER HIGHWAY OF SAID PROJECT OPPOSITE ENGINEER STATION 515+45.71; THENCE N.44°57'53"E. 19.79 FEET ALONG SAID EASTERLY RIGHT OF WAY AND LIMITED ACCESS LINE TO SAID SOUTHERLY RIGHT OF WAY LINE;

THENCE N.89°53'25"E. 611.54 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

PARCEL B:

THE NON-EXCLUSIVE EASEMENTS FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AND VEHICULAR PARKING AND FOR UTILITIES, AS CREATED AND DESCRIBED IN THAT CERTAIN DECLARATION OF PARKING, ACCESS AND UTILITY EASEMENTS AND COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED AUGUST 29, 2002 AS ENTRY NO. 8337273 IN BOOK 8640 AT PAGE 5031, WITHIN THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT ON THE SOUTH LINE OF 4100 SOUTH STREET AND THE WEST LINE OF FREE COUNTRY ESTATES SUBDIVISION (ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER), WHICH POINT IS SOUTH 89°53'25" WEST 495.00 FEET ALONG THE SECTION LINE AND SOUTH 0°06'35" EAST 53.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 0°06'35" EAST 606.05 FEET ALONG SAID WEST LINE OF FREE COUNTRY ESTATES AND SAID LINE EXTENDED TO THE NORTH LINE OF MEADOW HEIGHTS #5 (ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER); THENCE DUE WEST 666.64 FEET (PRIOR DEEDS = 660.80 FEET) ALONG SAID NORTH LINE AND SAID LINE EXTENDED TO THE EAST LINE OF A UTAH DEPARTMENT OF TRANSPORTATION HIGHWAY PROJECT NO. 1005 COMMONLY KNOWN AS THE BANGERTER HIGHWAY; THENCE ALONG SAID EAST LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 0°04'40" WEST 582.71 FEET (TO A POINT DESIGNATED POINT "B" IN THAT CERTAIN WARRANTY DEED RECORDED AUGUST 22, 1991 AS ENTRY NO. 5115421 IN BOOK 6348 AT PAGE 2055 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER) AND NORTH 44°57'53" EAST 31.25 FEET TO THE SOUTH LINE OF 4100 SOUTH STREET (SAID POINT BEING A POINT DESIGNATED POINT "A" IN THAT CERTAIN WARRANTY DEED RECORDED AUGUST 22, 1991 AS ENTRY NO. 5115421 IN BOOK 6348 AT PAGE 2055 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER); THENCE ALONG SAID SOUTH LINE NORTH 89°53'25" EAST 644.18 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

THAT PORTION OF LAND AS DEEDED TO BOYER DESERT SPRINGS, L.C. BY THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AUGUST 29, 2002 AS ENTRY NO. 8337272 IN BOOK 8640 AT PAGE 5029, FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF FREE COUNTRY ESTATES SUBDIVISION (ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER), WHICH POINT IS SOUTH 89°53'25" WEST 495.00 FEET ALONG THE SECTION LINE AND SOUTH 0°06'35" EAST 212.67 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING BEING ALONG THE SECTION LINE BETWEEN THE NORTH QUARTER CORNER OF SECTION 5 AND THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, SAID BEARING BEING NORTH 89°54'40" EAST), AND RUNNING THENCE SOUTH 0°06'35" EAST 446.38 FEET ALONG SAID WEST LINE OF FREE COUNTRY ESTATES AND SAID LINE EXTENDED TO THE NORTH LINE OF MEADOW HEIGHTS #5 (ACCORDING TO THE OFFICIAL PLAT THEREOF FILED IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER); THENCE DUE WEST 207.82 FEET; THENCE DUE NORTH 446.14 FEET; THENCE NORTH 89°56'02" EAST 206.97 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING:

THAT PORTION OF LAND GRANTED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY THAT CERTAIN ORDER OF IMMEDIATE OCCUPANCY RECORDED MAY 16, 2011 AS ENTRY NO. 11183084 IN

BOOK 9924 AT PAGE 6865 AND FINAL JUDGMENT OF CONDEMNATION RECORDED AUGUST 1, 2012 AS ENTRY NO. 11442297 IN BOOK 10041 AT PAGE 9748 BEING FURTHER DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE INCIDENT TO THE CONSTRUCTION OF PROJECT NO. F-0154(57)14, BEING A PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, T.2S., R.1W., S.L.B.&M., THE BOUNDARIES OF SAID LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT IN THE SOUTHERLY RIGHT OF WAY LINE OF 4100 SOUTH STREET WHICH IS 495.00 FEET S.89°53'25"W. ALONG THE SECTION LINE AND 53.00 FEET S.00°06'35"E. AND 32.64 FEET S.89°53'25"W. FROM THE NORTH QUARTER CORNER OF SAID SECTION 5, SAID POINT IS APPROXIMATELY 51.19 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID 4100 SOUTH STREET OF SAID PROJECT OPPOSITE ENGINEER STATION 45+15.75, AND RUNNING THENCE S.18°13'59"W. 25.08 FEET TO A LINE PARALLEL WITH AND 75.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 45+07.85; THENCE S.89°52'30"W. 40.93 FEET ALONG SAID PARALLEL LINE TO A POINT OPPOSITE ENGINEER STATION 44+66.92; THENCE N.14°17'47"W. 21.66 FEET TO A POINT 54.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 44+61.62; THENCE N.85°58'02"W. 13.79 FEET TO A LINE PARALLEL WITH AND 53.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 44+47.86; THENCE S.89°52'30"W. 41.36 FEET ALONG SAID PARALLEL LINE TO A POINT OPPOSITE ENGINEER STATION 44+06.50; THENCE S.00°07'30"E. 4.50 FEET TO A LINE PARALLEL WITH AND 57.50 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 44+06.50; THENCE S.89°52'30"W. 12.00 FEET ALONG SAID PARALLEL LINE TO A POINT OPPOSITE ENGINEER STATION 43+94.50; THENCE N.00°07'30"W. 4.50 FEET TO A LINE PARALLEL WITH AND 53.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 43+94.50; THENCE S.89°52'30"W. 38.01 FEET ALONG SAID PARALLEL LINE TO A POINT OPPOSITE ENGINEER STATION 43+56.49; THENCE S.38°36'55"W. 28.21 FEET TO A LINE PARALLEL WITH AND 75.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 43+38.84; THENCE S.89°52'30"W. 50.36 FEET ALONG SAID PARALLEL LINE TO A POINT OPPOSITE ENGINEER STATION 42+88.48; THENCE N.48°29'29"W. 6.02 FEET TO A LINE PARALLEL WITH AND 71.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 42+83.98; THENCE S.89°52'30"W. 220.43 FEET ALONG SAID PARALLEL LINE TO A POINT OPPOSITE ENGINEER STATION 40+63.55; THENCE N.87°05'13"W. 113.22 FEET TO A LINE PARALLEL WITH AND 65.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 39+50.49; THENCE S.89°52'30"W. 60.29 FEET ALONG SAID PARALLEL LINE TO A POINT THE EASTERLY RIGHT OF WAY AND LIMITED ACCESS LINE OF THE EXISTING HIGHWAY STATE ROUTE 154 (BANGERTER HIGHWAY) OPPOSITE ENGINEER STATION 38+90.20, SAID POINT IS ALSO 91.70 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CONTROL LINE OF BANGERTER HIGHWAY OF SAID PROJECT OPPOSITE ENGINEER STATION 515+45.71; THENCE N.44°57'53"E. 19.79 FEET ALONG SAID EASTERLY RIGHT OF WAY AND LIMITED ACCESS LINE TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE N.89°53'25"E. 611.54 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

Tax Id No.: 21-05-126-018

EXHIBIT B

TELECOM EASEMENT AREA DESCRIPTION

In the event of a discrepancy between the area actually occupied by the telecommunications equipment pursuant to the Existing Telecom Agreement(s) and the area described below, the described area shall be understood to also include any portion of the actual used area not captured by the description or as may have been granted pursuant to the Existing Telecom Agreement(s). Grantor or Grantee may elect to engage a professional surveyor, the product of which may be substituted upon the other party's acceptance for the contents herein. The part of the Property upon which any equipment exists on the Effective Date together with the portion of the Property used and leased by Grantor as the existing lease premises under the Existing Telecom Agreement(s), including but not limited as follows:

BEING A PORTION OF THE NORTHWEST QUARTER OF SECTION 05, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, WEST VALLEY CITY, SALT LAKE COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 05; THENCE SOUTH 89°53'25" WEST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 05, 724.85 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°06'35" EAST, 361.25 FEET; THENCE SOUTH 89°53'25" WEST, 98.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°08'34" EAST, 10.00 FEET; THENCE SOUTH 02°42'40" EAST, 48.92 FEET; THENCE SOUTH 89°58'07" WEST, 174.52 FEET; THENCE NORTH 00°14'15" WEST, 28.71 FEET; THENCE SOUTH 89°47'52" EAST, 44.23 FEET; THENCE NORTH 01°01'06" WEST, 8.89 FEET; THENCE SOUTH 88°50'43" EAST, 55.32 FEET; THENCE NORTH 00°15'14" WEST, 12.66 FEET; THENCE NORTH 89°53'25" EAST, 63.00 FEET TO THE POINT OF BEGINNING.

A.P.N.# 21-05-126-018

DEED REFERENCE: DOCUMENT# 13342249 BK: 10987 PG: 7874-7878

ROOFTOP EASEMENT AREA (AT&T) CONTAINS 0.159 ACRES OR 6926 SQUARE FEET MORE OR LESS.

NON-EXCLUSIVE UTILITY EASEMENT and NON-EXCLUSIVE ACCESS EASEMENT SPACE

The part of the Property upon which any equipment exists on the Effective Date together with the portion of the Property used by utility providers and leased by Grantor as the lease premises under the Existing Telecom Agreement(s), including but not limited as follows:

Utilities and Telecommunications. Grantee is herein granted, consistent with the Existing Telecom Agreement(s), a non-exclusive easement in, to, under and over the portions of the Property for ingress and egress to the Telecom Easement Area, shaft ways, chase ways, soffits, risers, columns, crawl spaces, rafters, or any other space for placement of antennae, cables, wiring, etc., which is necessary to install, operate and maintain the telecommunications equipment and/or personal property, together with the right to use such easement for the development, repair, maintenance and removal of utilities and/or cables providing service to the Easement and any related activities and uses.

Access. Grantee is herein granted, consistent with the Existing Telecom Agreement(s), all rights of ingress and egress to and from the Telecom Easement Area, across the Property and through the building located on the Property, providing access to a publicly dedicated roadway, along with the right to use such access easement for the development, repair, maintenance and removal of utilities providing service to the Telecom Easement Area and any related activities and uses.

Grantor acknowledges and agrees that Grantee may survey the Telecom Easement Area, at Grantee's expense, and provide Grantor with a copy of such survey for Grantor's review and approval, which approval shall not be unreasonably denied, delayed or conditioned. Upon receipt of Grantor's approval, Grantee may amend, append, revise or replace this Exhibit B to include the approved survey of the Telecom Easement Area in Exhibit B.

EXHIBIT C

EXISTING TELECOM AGREEMENT(S) DESCRIPTION

TC209065 – AT&T

That certain Antenna Site License Agreement dated as of April 21, 2006, by and between Grantor, successor in interest to HCPI/UTAH LLC, a Delaware limited liability company (“Lessor”) and New Cingular Wireless PCS, LLC (“Lessee”), for a portion of the Property, together with any addenda, amendments, modifications and/or assignments.