

NCS - 746534 AH
WHEN RECORDED RETURN TO:

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Tax Parcel No. 38:136:0001

WARRANTY DEED

SNARR ADVERTISING, INC., a Utah corporation ("Grantor"), whose address is 4728 Deer Creek Road, Salt Lake City, Utah 84117, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, hereby CONVEYS AND WARRANTS *subject to* the Permitted Exceptions in Exhibit B attached and *reserving to Grantor* the easement rights (the "Easement") described in Exhibit C attached, to LITEFOOT INVESTMENTS LLC, a Utah limited liability company ("Grantee"), whose address is 1633 South State Street, Orem, Utah, its successors and assigns forever, that certain tract of property situated in Utah County, Lehi, Utah that is described in Exhibit A attached, together with any and all of Grantor's right, title and interest in any improvements, buildings, structures and fixtures located on the Property, and all rights and appurtenances pertaining thereto (collectively herein, the "Property").

IN WITNESS WHEREOF, Grantor has executed and delivered this Warranty Deed on the date set forth below, to be effective as of March 15, 2016.

SNARR ADVERTISING, INC., a Utah corporation

Date: March 15, 2016

By: [Signature]
Name: Douglas T. Snarr
Title: Manager

STATE OF UTAH)
 :SS
COUNTY OF ~~UTAH~~
 Salt Lake Att)

On March 15, 2016, before me, Aaron C Hansen, a notary public, personally appeared before me Douglas T. Snarr, who acknowledged to me that he executed the foregoing on behalf of SNARR ADVERTISING, INC., a Utah corporation.

Witness my hand and official seal.



Aaron C Hansen
Notary Public

EXHIBIT A

Legal Description of the Property

The following described tract of land located in Utah County, State of Utah, which is more particularly described as follows:

PARCEL NO. 1, PLAT "A", EAST BAY NORTH, PROVO CITY, UTAH
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF
THE RECORDER, UTAH COUNTY, UTAH.

Said property is also known by the street address of:

1775 South East Bay Boulevard

Provo, UT 84606

Provided, however, that Grantor reserves to itself certain easement and other rights described in Exhibit C attached that pertain to the Property

EXHIBIT BPermitted Exceptions

The following are exceptions to Grantor's warranties of title under this Deed:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.
8. General property taxes for the year 2015 were paid in the amount of \$21,232.61. Tax Parcel No. 38:136:0001.
9. Any charge upon the land by reason of its inclusion in Provo City.
10. An easement over, across or through the land for pipeline, right of way and incidental purposes, as granted to the Utah Sugar Company, a corporation duly organized and existing under and by virtue of the Laws of Utah by Instrument recorded March 16, 1905 as Entry No. 1298 in Book 72 at Page 221 of Official Records.
11. An easement over, across or through the land for pipeline, right of way and incidental purposes, as granted to the Utah Sugar Company, a corporation duly organized and existing under and by virtue of the laws of the State of Utah by Instrument recorded March 16, 1905 as Entry No. 1299 in Book 72 at Page 222 of Official Records.

12. Easements, notes and restrictions as shown on the East Bay North Plat "A" Subdivision Plat recorded February 27, 1992 as Entry No. 8658 in Book 4405 of Plats at Page 56 of Official Records.
13. An unrecorded Lease and the terms, conditions and limitations contained therein executed by Snarr Advertising, Inc., as Lessor, and Nature's Way Products, Inc., as Lessee, as disclosed by Lessor's Agreement recorded March 14, 1994 as Entry No. 20911 in Book 3390 at Page 885 of Official Records.

Said Lessor's Agreement was re-recorded March 23, 1994 as Entry No. 24071 in Book 3399 at Page 552 of Official Records.

Including the ownership of the leasehold rights as disclosed by the herein-above mentioned lease and any other matters affecting said lease, whether or not of record

14. (The following affects a portion of the land)

An unrecorded Lease and the terms, conditions and limitations contained therein executed by Snarr Advertising, Inc., as Lessor, and AT&T Wireless Services of Utah, Inc., as Lessee, as disclosed by Memorandum of Lease recorded December 08, 1999 as Entry No. 127250 in Book 5294 at Page 133 of Official Records.

Correction of Memorandum of Lease and the terms, conditions and limitations contained therein recorded May 25, 2000 as Entry No. 41154:2000 of Official Records.

Memorandum of Second Amendment to Lease Agreement and the terms, conditions and limitations contained therein recorded January 21, 2015 as Entry No. 4502:2015 of Official Records.

Including the ownership of the leasehold rights as disclosed by the herein-above mentioned lease and any other matters affecting said lease, whether or not of record

15. An unrecorded Lease and the terms, conditions and limitations contained therein executed by Snarr Advertising Inc., as Lessor, and Sprint Spectrum L.P., a Delaware limited partnership, as predecessor in interest to Sprint Spectrum Realty Company, L.P., as Lessee, as disclosed by PCS Site Agreement recorded November 22, 2005 as Entry No. 134698:2005 of Official Records.

Memorandum of First Amendment to PCS Site Agreement and the terms, conditions and limitations contained therein recorded February 22, 2011 as Entry No. 15355:2011 of Official Records.

Including the ownership of the leasehold rights as disclosed by the herein-above mentioned lease and any other matters affecting said lease, whether or not of record.

16. (The following affects all of the land, together with other land not included herein)

A Sublease and the terms, conditions and limitations contained therein executed by STC Five LLC, a Delaware limited liability company, as Lessor, and Global Signal Acquisitions II LLC, a Delaware limited liability company, as Lessee, recorded November 22, 2005 as Entry No. 134699:2005 of Official Records.

Memorandum of Correction and the terms, conditions and limitations contained therein recorded December 20, 2013 as Entry No. 115430:2013 of Official Records.

Including the ownership of the leasehold rights as disclosed by the herein-above mentioned lease and any other matters affecting said lease, whether or not of record

17. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. §§499a, et seq.) or the Poultry and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

EXHIBIT CEasement Reserved by Grantor

Grantor reserves to itself, and does not hereby convey to Grantee, an easement that burdens the Property and the following portion of the Property (the "Reserved Easement Property"):

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 1, EAST BAY NORTH, PLAT "A", ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER, AND RUNNING THENCE NORTH 89°35'50" WEST ALONG THE SOUTH LINE OF SAID PARCEL 1 A DISTANCE OF 76.00 FEET; THENCE NORTH 00°24'10" EAST 30.00 FEET; THENCE SOUTH 89°35'50" EAST 20.00 FEET; THENCE NORTH 00°24'10" EAST 21.00 FEET; THENCE SOUTH 89°35'50" EAST 56.00 TO THE EAST LINE OF SAID PARCEL 1; THENCE SOUTH 00°24'10" WEST ALONG SAID EAST LINE A DISTANCE OF 51.00 FEET TO THE POINT OF BEGINNING.

Grantor shall be entitled, for its own account or as lessor, licensor or grantor in any capacity, to exercise rights of ingress and egress across the Reserved Easement Property, including access to a public street for ingress and egress to the Reserved Easement Property, even if outside of the Reserved Easement Property, to install, remove, place, replace, repair, upgrade, maintain, have access to, and service on the Reserved Easement Property:

1. personal communications service systems including, without limitation, antennas, equipment and communication fixtures and related equipment, cables, accessories and improvements;
2. Equipment, towers and related facilities that are necessary or useful for the transmission and/or reception of radio communication signals and for the construction, maintenance, repair or replacement of related facilities, towers, antennas, equipment or buildings and related activities;
3. perform surveys, soils tests, and other engineering procedures on, under and over the Property, as necessary or advisable to determine that Grantor's use of the Property (or use of the Property by any person claiming by or through Grantor) will be compatible with relevant engineering specifications, system, design, operations and governmental approvals;
4. erect and maintain on the Property improvements, personal property and facilities necessary to operate a cell tower or similar communications system, including without limitation radio transmitting and receiving antennas, and tower and bases, an electronic equipment shelter, and related cables and utility lines. All such items shall remain the exclusive property of Grantor or persons claiming by or through Grantor. Grantor shall have the right to remove any or all of such items at any time;
5. use any and all appropriate means of restricting access to the facilities located on the Property that are installed, owned or maintained by Grantor or persons claiming by or through Grantor including, without limitation, construction of a fence;

6. install utilities and improve the present utilities on the Property (including, but not limited to the installation of emergency power generators);
7. install and maintain utilities, which include, but are not limited to the installation of overhead or underground power and telephone service cable, and to service the communications systems and equipment located on the Property by Grantor or persons claiming by or through Grantor;
8. enter into leases, license agreements, access agreements and similar agreements with third parties who wish exercise any rights granted to Grantor under this Agreement;
9. construct a lattice tower/wireless telephone pole along with any number of associated antennas, an equipment shelter, fencing and any other accessories necessary to the successful and secure operation of communications facilities; and
10. exercise rights of vehicular and pedestrian access at all times to communications facilities located on the Reserved Easement Property.

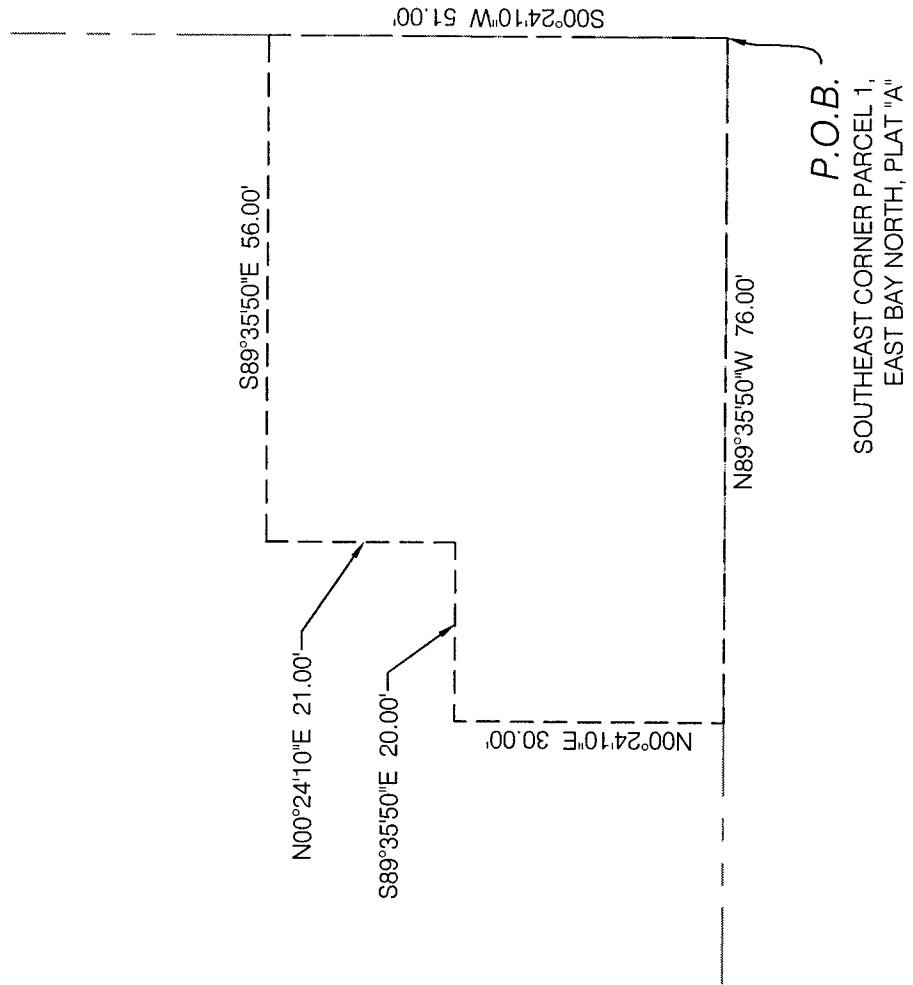
Each right and obligation of Grantor and Grantee relating to the Reserved Easement Property (whether affirmative or negative in nature) (a) shall constitute covenants running with the land described herein as the Reserved Easement Property, (b) shall benefit and bind every person claiming by or through Grantor who has any fee, leasehold, or other possessory interest in all or any portion of the Reserved Easement Property, and (c) shall benefit and bind every person having any fee, leasehold, or other possessory interest in any portion of the Reserved Easement Property. For all purposes, the rights and obligations of Grantor and Grantee relating to the Reserved Easement Property shall accrue to and become the obligations of the party's successors in interest and assigns to the Reserved Easement Property or any part thereof.

Nothing contained herein shall be deemed to be a gift or dedication of all or any portion of the Reserved Easement Property for the general public or for any public purposes whatsoever.

All or any portion of Grantor's rights, duties and obligations relating to the Reserved Easement Property that are reserved by Grantor are and shall be freely transferable by Grantor without the consent of Grantee.

EXHIBIT 'A'

GRAPHIC SCALE



SCALE:	1" = 20'	
DRAWN:	KMD	DATE: 03/14/2016
CHECKED:	KMD	DATE: 03/14/2016
APPROV.:	KMD	DATE: 03/14/2016

CELL TOWER
EASEMENT EXHIBIT

MARCUS & MILLICHAP

DWG. NO. 1603042-EXHIBIT
PROJECT. NO. 1603042