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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
BACKMAN-STEWART TITLE SERVICES  
BY: SBM, DEPUTY - WI 15 P.

Prepared by and Return to:  
BUSINESS DEVELOPMENT GROUP (GRPP)  
Site No.: UT-0051  
CNC2 Associates, LLC  
100 Regency Forest Drive, Suite 400  
Cary, North Carolina 27511

(Recorder's Use Above this Line)

STATE OF UTAH

Premises Parcel No.: 15-27-480-010-0000

COUNTY OF SALT LAKE

**EASEMENT AGREEMENT**

This Easement Agreement ("Agreement") dated as of July 9, 2004 by and between GENERATOR EXCHANGE, INC., a Utah corporation ("Grantor") and CNC2 ASSOCIATES, LLC, a Delaware limited liability company ("Grantee").

**BACKGROUND**

Grantor is the owner of the real property described on **Attachment "A"** hereto (the "Premises"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

**AGREEMENTS**

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easements. Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants and conveys unto Grantee, its customers, lessees, sublessees, licensees, agents, successors and assigns: (i) a perpetual, exclusive easement (the "Exclusive Easement") in and to the that portion of the Premises more particularly described on **Attachment "B"** hereto; and (ii) a perpetual, non-exclusive easement in and to that portion the Premises more particularly described on **Attachment "C"** hereto (the "Access and Utility Easement") (the Exclusive Easement and the Access and

Utility Easement being collectively referred to herein as the "Easements"). The Exclusive Easement and the Access and Utility Easements shall be used for the purposes set forth in Section 6 hereof.

2. Private Easement. Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement, including but not limited to those set forth in Sections 1, 10, 11, 12, 21 and 28, shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.

4. Duration. The duration of the Easements granted herein (the "Term") shall be perpetual, unless Grantee provides written, recordable notice of its intent to terminate this Agreement, in which event this Agreement and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneous with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term of this Agreement.

6. Use of Easement Areas.

(a) Exclusive Easement. The Exclusive Easement shall be used by Grantee and its designated customers, lessees, sublessees, licensees, agents, successors and assigns for installing, constructing, maintaining, operating, modifying, repairing and replacing improvements and equipment, which may be located on the Exclusive Easement area from time to time, for the facilitation of communications and other related uses in connection therewith, as well as any other lawful uses, so long as such other lawful uses do not constitute Grantee's primary use of the Easements. Grantee may make any improvements, alterations or modifications to the Premises as are deemed appropriate by Grantee, in its sole discretion. At all times during the term of this Agreement, Grantee shall have the exclusive right to use, and shall have free access to, the Premises seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the exclusive right to lease, sublease, license, or sublicense any structure or equipment on the Exclusive Easement area and shall also have the right to license, lease or sublease to third parties any portion of the Exclusive Easement area, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Except as described in this Section 6(a), Grantor shall not have the right to use the Exclusive Easement area for any reason and shall not disturb Grantee's right to use the Exclusive Easement area in any manner. Grantor and Grantee acknowledge that Grantee shall be locating expensive telecommunications equipment in the Exclusive Easement area and that Grantee, in order to comply with FCC regulations, must construct a fence around all or part of the Exclusive Easement area, and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement area. In the event that Grantee constructs a fence around only part of the Exclusive Easement area, then Grantor may use such unfenced portions of the Exclusive Easement area, and may locate non-permanent personal property thereon, provided such use does not conflict with Grantee's use of the Exclusive Easement area and the terms of this Agreement, and further that Grantee shall not locate any hazardous materials or property containing hazardous materials thereon; and provided that Grantee reserves the right, in Grantee's sole, absolute and unreviewable discretion, to expand the fenced area to any portion of the Exclusive Easement area, and thereafter, such additional fenced area shall not be available for the use of Grantor. In the event that Grantor has located

personal property or otherwise made use of the unfenced portions of the Exclusive Easement area, and subsequently Grantee determines that it shall expand the fenced area of such Exclusive Easement area, then, upon 5 days notice from Grantee or Grantor, Grantor shall remove such property from the Exclusive Easement area at Grantor's sole cost. In the event that Grantor does not remove such property within the 5 day period, then Grantee reserves the right to remove such property, and Grantor shall be liable to Grantee for the costs of such removal, and shall remit such funds to Grantee within 5 days of notification of such costs.

(b) Access and Utility Easement. The Access and Utility Easement shall be used by Grantee, its customers, lessees, sublessees, licensees, agents, successors and assigns for ingress and egress from and to the Exclusive Easement area, as well as the construction, installation, operation and maintenance of overhead and underground electric, water, gas, sewer, telephone, data transmission and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) with the right to reconstruct, improve, add to, enlarge, change and remove such facilities, and to connect the same to utility lines located in a publicly dedicated right of way. Grantor shall not in any manner prevent access to, and use of, the Access and Utility Easement area by Grantee or its customers, lessees, sublessees, licensees, agents, successors and assigns; and Grantor shall not utilize the Access and Utility Easement area in any manner that interferes with Grantee's or its customers', lessees', sublessees', licensees', agents', successors' and assigns' use of such area.

7. Equipment and Fixtures. Grantee or its licensees and customers shall have the right to erect, install, maintain, replace and operate on the Exclusive Easement area such equipment, structures, fixtures, antennae and other personal property as Grantee may deem necessary or appropriate, and such property, including the equipment, structures, fixtures and other personal property currently on the Premises, shall not be deemed to be part of the Premises, but shall remain the property of Grantee or its licensees and customers. At any time during the term of this Agreement and within 90 days after termination hereof, Grantee or its customers shall have the right to remove their equipment, structures, fixtures and other personal property from the Premises.

8. Assignment. Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent of Grantor, including but not limited to an affiliate of Grantee. In the event that any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all responsibility hereunder.

9. Warranties and Agreements.

(a) Grantor represents and warrants that it is the owner in fee simple of the Premises, free and clear of all liens and encumbrances, except as set forth on the attached **Attachment "D"**, and that it alone has full right to grant the Easements and assign the Lease (as such term is defined in Section 22 hereof). Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the Easements for the term of this Agreement without any hindrance, molestation or ejection by any party whomsoever.

(b) During the term of this Agreement, Grantor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. Grantee hereby agrees to pay any increase in real property taxes levied against the Premises which are directly attributable to Grantee's use of the Easements (but not, however, taxes attributable to periods prior to the commencement of the Lease (hereinafter defined in Section 22) such as roll-back or greenbelt assessments) if Grantor furnishes proof of such increase to Grantee. In the event that Grantor fails to pay when due any taxes affecting the Premises, Grantee shall have the right but not the obligation to pay such taxes and demand payment therefor from Grantor, which payment Grantor shall make within ten (10) days of such demand by

Grantee.

(c) Grantor shall not cause the area comprising the Easements to be legally or otherwise subdivided from any master tract of which it is a part, nor shall Grantor cause the area comprising the Easements to be separately assessed for tax purposes. In the event that it is determined by Grantee that the transfer of the Easements set forth herein shall require the subdivision of the Premises, and if Grantee, in its sole judgment, determines that it desires to seek subdivision approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in obtaining all necessary approvals for such subdivision.

(d) Grantor shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Premises, or convey Premises without the prior written consent of Grantee pursuant to the terms of Section 10 hereof.

(e) Grantor has complied, and will continue to comply, with all environmental, health and safety laws with respect to the Premises, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand or notice has been filed or commenced against Grantor or regarding the Premises alleging any failure so to comply. Grantor and the Premises, including any non-exclusive area of the Easements utilized by Grantor, are, and shall remain, in compliance with all environmental, health and safety laws. To the knowledge of Grantor, there has been no release of or contamination by materials deemed hazardous by any state or federal governmental body on or adjacent to the Premises.

(f) To the Grantor's knowledge, (i) all buildings, towers, and other improvements currently located on the Exclusive Easement area are properly permitted, and are in compliance with all applicable laws, including, without limitation, all zoning and permitting laws and requirements, (ii) all utilities required for the operation of the towers, buildings, and other improvements enter the Access and Utility Easement (or the Exclusive Easement area, if applicable) through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid public easements that can be utilized by the Exclusive Easement area, and (iii) the Access and Utility Easement (or the Exclusive Easement area, if applicable) abuts on and has direct vehicular access to a public road, or has access to a public road via a permanent, irrevocable, appurtenant easement benefiting the Premises and the Exclusive Easement area.

(g) Grantor has no knowledge of any fact or condition that could result in the termination or reduction of the current access from the Premises, the Access and Utility Easement and the Exclusive Easement area to existing highways and roads, or to sewer, electric, or other utility services serving the Exclusive Easement area.

(h) Grantor represents and warrants that the legal descriptions for the properties set forth on **Attachments "A", "B" and "C"** describe the Premises, the Exclusive Easement Area and the Access and Utility Easement area (respectively), fully and adequately, and any improvements (1) are located within the boundary lines of the described parcels of land, (2) are not in violation of applicable setback requirements, zoning laws, and ordinances, (3) do not encroach on any easement that may burden the land; and furthermore that the described areas do not serve any property for any purpose inconsistent with the present use of the Easements for the location and operation of communications tower(s), and the Premises is not located within any flood plain or subject to any similar type restriction for which any permits or licenses necessary to the use thereof have not been obtained.

(i) With respect to the Premises, Grantor represents and warrants: (i) there currently exist no leases, subleases, licenses, management agreements, concessions or other agreements, written or oral, granting to any party or parties the right of use, management or occupancy of any portion of the of the Premises other than those of which Grantee is a party; (ii) there are no outstanding options or rights

*[Handwritten signature]*

of first refusal to purchase the Premises or any portion thereof or interest therein; and (iii) there are no parties (other than Grantee and its licensees or lessees) in possession of the Premises.

Grantor hereby agrees to indemnify, defend and hold harmless Grantee and its officers, directors, shareholders, agents and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein or in any agreement executed in connection herewith.

10. Right of First Refusal. If during the term of this Agreement, the Grantor shall have received a bona fide, arm's length offer to purchase the Premises, or any property of which the Premises is a part (including any appurtenant easement), from any third party (the "Transferee"), the Grantor shall serve a notice (the "Transfer Notice") upon the Grantee. The Transfer Notice shall set forth the exact terms of the offer so received, together with a complete copy of such offer, and shall state the desire of the Grantor to sell the Premises (or such other property which may include the Premises or any appurtenant easement) on such terms and conditions. Thereafter, the Grantee shall have the right and option to purchase the Premises (or such other property of which the Premises is a part) at the price and upon the terms and conditions specified in the offer (the "Offer"). If the Grantee desires to exercise its option it shall give notice (the "Counternotice") to that effect to the Grantor within 30 days after receipt of the Transfer Notice. The closing of the purchase and sale of the Premises (or such other property of which the Premises is a part) pursuant to this option shall occur at the time set forth in the Offer, provided that Grantee shall not be required to close before the 30th day following the date of the Counternotice. The Grantee's failure to give a timely Counternotice (or its notice of refusal to purchase) shall be deemed a waiver of its right to exercise its right of first refusal to accept the Offer; and Grantor may sell the Premises, or portion thereof, to such Transferee, provided however, that such Transferee, and any subsequent owner of the Premises, shall take the Premises, or portion thereof, subject to the terms and conditions of Section 9 of that certain Purchase and Sale Agreement by and between Grantor and Grantee. A refusal of the Offer by Grantee shall not be deemed a waiver of its right of first refusal with respect to any modification to the Offer. In the event that the offer to purchase is modified from the terms of the Offer delivered to Grantee, then such modified Offer shall again trigger the Transfer Notice obligations and right of first refusal options set forth in this Section 10.

11. Non-Disturbance. During the term of this Agreement, Grantor will not grant any other easement, ground lease, lease, license or other similar interest upon or within any property including or adjacent to the Premises, or any other easement, ground lease, lease or license to any party if such easement or ground lease would in any way effect or interfere with Grantee's use of the Premises. Grantee or its customers is currently utilizing the Premises for the purpose of transmitting and receiving telecommunication signals, including but not limited to wireless telecommunications signals, from the Premises. Grantor and Grantee recognize that Grantee's use of the easement rights set forth in this Agreement would be frustrated if the telecommunications signals were partially or totally blocked, if an obstruction were built that would cause interference with such transmission, or if access and/or utilities to and from the Premises were partially and/or completely inhibited. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing, and shall promptly undertake any remedial action necessary to do so. Grantee shall have the express right to seek an injunction to prevent any of the activity prohibited by this Section 11.

12. Access and Utilities. To the extent not otherwise addressed herein, (or to the extent any access and utility easement specifically referenced herein, including but not limited to the Access and Utility Easement or the Exclusive Easement area, if applicable, cannot, does not, or will not fully accommodate the access and utility needs of the Exclusive Easement area at any time), Grantor hereby grants and conveys unto Grantee, its tenants, licensees, employees, agents, contractors, successors, assigns, assignees, and sublessees, full, complete, uninterrupted and unconditional access to and from the Exclusive Easement area, seven days a week, 24 hours a day, over and across any adjacent property

*[Handwritten signature]*

now or hereafter owned by Grantor, for, without limitation, ingress and egress to and from the Exclusive Easement area, as well as the construction, installation, location, maintenance, relocation and repair of overhead and/or underground utility connections, including electric, telephone, gas, water, sewer, and any other utility connection. This easement, and the rights granted herein, shall be assignable by Grantee to any public or private utility company to further effect this provision. Grantor agrees to maintain all access roadways from the nearest public right of way to the Exclusive Easement area in a manner sufficient to allow for pedestrian and vehicular access to the Exclusive Easement area at all times. In the event that it is determined by Grantee that any utilities that currently serve the Exclusive Easement area are not encompassed within the description of the Access and Utility Easement set forth herein, then Grantor and Grantee agree to amend the description of the Access and Utility Easement set forth herein to include the description of such areas. In the event that it becomes necessary to relocate any of the utility lines that serve the Exclusive Easement area, Grantor hereby consents to the reasonable relocation of such utility lines upon the Premises, and hereby agrees to reasonably cooperate with Grantee to create a revised legal description for Access and Utility Easement that will reflect such relocation.

13. Mortgagees' Continuation Rights and Notice and Cure. Grantor consents to the granting by Grantee of a lien and security interest in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to the Premises described herein, and furthermore consents to the exercise by Grantee's mortgagee ("Grantee's Mortgagee") of its rights of foreclosure with respect to its lien and security interest. Provided that Grantee gives Grantor written notice of any such mortgagee, Grantor agrees to recognize Grantee's Mortgagee as Grantee hereunder upon any such exercise by Grantee's mortgagee of its rights of foreclosure.

Grantor hereby agrees to give Grantee and Grantee's Mortgagee written notice of any breach or default of the terms of this Agreement within fifteen (15) days after the occurrence thereof at such address as is specified by Grantee in its notice to Grantor of the existence of such Grantee's Mortgagee. Grantor further agrees that no default under this Agreement shall be deemed to have occurred unless such notice to Grantee's Mortgagee is also given and that, in the event of any such breach or default under the terms of this Agreement, Grantee and Grantee's Mortgagee shall have the right for a period of 90 days after receipt of written notice from Grantor to cure or correct any such default, and Grantor agrees to accept such payment or performance on the part of the Grantee's Mortgagee as though the same had been made or performed by the Grantee. Grantor agrees that it shall have no right to terminate this Agreement, or any portion thereof, upon breach or default of the terms of this Agreement, but shall only have the right to make a claim for monetary damages against the Grantee, and then not without so affording Grantee's Mortgagee the foregoing notice and periods to cure any default or breach under this Agreement.

Grantor hereby (i) agrees to subordinate any lien or security interest which it may have in the collateral securing all indebtedness at any time owed by Grantee to Grantee's Mortgagee (the "Collateral") which arises by law or pursuant to this Agreement to the lien and security interest of Grantee's Mortgagee in the Collateral, and (ii) furthermore agrees that upon an event of default under the loan documents between Grantee and Grantee's Mortgagee or this Agreement, Grantee's Mortgagee shall be fully entitled to exercise its rights against the Collateral prior to the exercise by the Grantor of any rights which it may have therein, including but not limited to entry upon the Premises and removal of the Collateral, free and clear of the Grantor's lien and security interest.

Grantor acknowledges that nothing contained herein shall be deemed or construed to obligate the Grantee's Mortgagee to take any action hereunder, or to perform or discharge any obligation, duty or liability of Grantee under this Agreement.

14. Notices. All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery

service (and shall be effective when received, when refused or when the same cannot be delivered) to the appropriate party at the address set forth below (or at such other address designated in writing pursuant to the terms hereof):

To Grantee: CNC2 Associates, LLC  
100 Regency Forest Drive, Suite 400  
Cary, North Carolina 27511  
Attention: Property Management

To Grantor: Generator Exchange, Inc.  
1331 West 3300 South  
West Valley City, Utah 84119  
Attn: Ron Carter

15. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

16. Recording. This Agreement shall be recorded at either Grantor's or Grantee's option.

17. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth where the Premises are located.

18. Captions and Headings. The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement.

19. Cumulative Remedies. Each and every one of the rights, benefits and remedies provided to Grantor or Grantee by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantee.

20. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

21. Severability. If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the grant of the Easements shall convert to a ground lease between Grantor, as lessor, and Grantee, as lessee, (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth in Section 6 hereof, and containing other terms and conditions acceptable to both

parties; provided that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the Exclusive Easement area or to permit sublessees or licensees to utilize the Access and Utility Easement; nor shall Grantor be entitled to any additional consideration in connection with such subleases and licenses; and provided that that the delivery of the Purchase Price under this Agreement shall constitute the prepayment of rent under such ground lease for an extended term of 99 years, or as long as permitted by applicable law.

22. Attorney's Fees. If there is any legal action or proceeding between Grantor or Grantee arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

23. Entire Understanding and Amendment. This Agreement constitutes the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement and signed by each of the parties hereto.

24. Zoning. Grantor hereby covenants and agrees that any existing improvements located upon or within the Premises and the Easements are properly situated and/or positioned pursuant to all applicable zoning rules and regulations, restrictive covenants, and/or other setback requirements. To the extent such improvements do not meet such requirements, or to the extent such improvements may otherwise have to be relocated, Grantor hereby consents to the reasonable relocation of such improvements to accommodate such requirements. Grantor hereby agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement area and the Access and Utility Easement that will accommodate the requirements for any relocated tower, including its access and utility needs. Grantor hereby covenants and agrees that neither Grantor nor an affiliate of Grantor shall at any time file an opposition to a zoning or land use application of Grantee or in any way publicly oppose Grantee at a zoning hearing or other land use proceedings in connection with the Premises and the Easements; and that Grantor shall cooperate with Grantee in making application for obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easements.

25. Rule Against Perpetuities. If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof or would limit the time during which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such interest in property shall be effective only from the date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the state in which the Premises is located who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

26. Assignment of Ground Lease. The parties hereby recognize and agree that the Premises is currently subject to that certain lease, dated August 24, 2000 originally by and between Generator Exchange, Inc. and Nextel West Corp., a Delaware corporation d/b/a Nextel Communications, as amended from time to time (collectively, the "Lease"), which Lease is memorialized in a document recorded at Book 8988, Page 7557, Salt Lake County Records. Grantor hereby acknowledges that there currently exists no default under the Lease, and no conditions that, with the passage of time, would

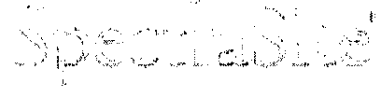


constitute defaults under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee, all of its rights, title and interests under the Lease arising or accruing on or after the date of this Agreement, and Grantee hereby accepts, assumes and agrees to be bound by all the terms and conditions which are the responsibility of the landlord under the Lease. Grantor hereby agrees to indemnify and agrees to hold Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising on or before the date of this Agreement.

27. Further Acts; Attorney-In-Fact. Grantor shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may reasonably require to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor attorney-in-fact coupled with an interest to prepare, execute and applications on behalf of Grantor with federal, state and local governmental authorities which applications relate to Grantee's intended use of the Easements including but not limited to land use and zoning applications. Grantor further grants to Grantee the right to assign this right to any entity that is the successor to Grantee's interest under this Agreement.

28. Agreement Not to Compete. Grantor hereby agrees that he/she/it shall not cause or permit the use of any property that is now or hereafter owned or controlled by Grantor and which is within ½ mile of the outer boundary of the Exclusive Easement area, as a wireless communications tower facility.

**SIGNATURE PAGES FOLLOW**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

**GRANTOR:**  
**GENERATOR EXCHANGE, INC.**, a Utah corporation

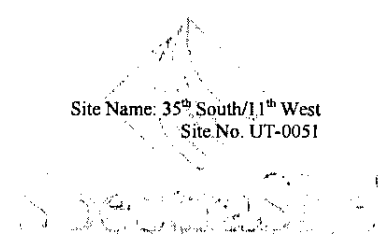
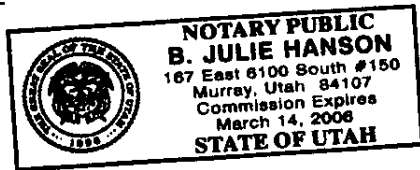
By: [Signature] (Seal)  
Print Name: Scott R Carter  
Its: \_\_\_\_\_  
Date: 7-9-04

State of Utah  
County of Salt Lake

This instrument was acknowledged before me by Scott R Carter (name), who is the Secretary (title) of Generator Exchange, Inc., a Utah corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 9th day of July, 2004  
Signature [Signature]  
My commission expires: 3-14-06

NOTARY SEAL



IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

**GRANTEE:**

CNC2 ASSOCIATES, LLC,  
a Delaware limited liability company

By: [Signature]  
Glen F. Spivak

Its: Vice President - Business Development

Date: July 8, 2004

State of North Carolina  
County of Wake

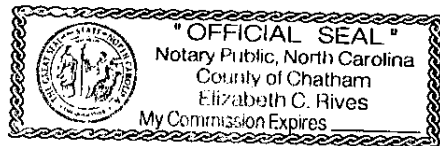
This instrument was acknowledged before me by Glen F. Spivak, who is the Vice President - Business Development, a Duly Authorized Individual, of CNC2 Associates, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal, this 8<sup>th</sup> day of July, 2004.

Signature [Signature]  
Elizabeth C. Rives

My commission expires: 10-18-2005

NOTARY SEAL



[Faint Signature]

Site No.: UT-0051  
Parcel No.: 15-27-480-010-0000

Site Name: 35<sup>th</sup> South/11<sup>th</sup> West  
Address: 1331 West 3300 South, West Valley City,  
Utah

**ATTACHMENT "A"**

(to Easement Agreement)

**Premises**

A.P.N.: 15-27-480-010-0000

THE FOLLOWING DESCRIBED TRACT OF LAND SITUATED IN SALT LAKE COUNTY, UTAH

BEGINNING WEST 84.16 FEET, MORE OR LESS, AND NORTH 00°50'00" WEST 460.40 FEET FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 32.50 FEET; THENCE NORTH 01°01'30" WEST 249.71 FEET, MORE OR LESS; THENCE SOUTH 88°58'04" WEST 166.78 FEET; THENCE NORTH 00°48'45" WEST 111.76 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT, 66.08 FEET, MORE OR LESS; THENCE SOUTH 05°50'00" EAST 383.67 FEET, MORE OR LESS; THENCE EAST 167.52 FEET; THENCE NORTH 00°50'00" WEST 36.65 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM QUIT-CLAIM DEEDS AS RECORDED IN THE SALT LAKE RECORDER'S OFFICE:  
BK 8510-PG 1841; BK 5121-PG 1389; BK 4425-PG 1240.

Site No.: UT-0051  
Parcel No.: 15-27-480-010-0000

Site Name: 35<sup>th</sup> South/11<sup>th</sup> West  
Address: 1331 West 3300 South, West Valley City,  
Utah

**ATTACHMENT "B"**

(to Easement Agreement)

**Exclusive Easement**

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 00°08'45" EAST, ALONG SECTION LINE, 454.37 FEET AND WEST 91.15 FEET FROM A SALT LAKE COUNTY STREET MONUMENT (POINT OF COMMENCEMENT) AT THE INTERSECTION OF THE CENTERLINES OF 3500 SOUTH AND 1300 WEST STREETS, SAID POINT ALSO BEING SOUTH 00°08'45" EAST ALONG SECTION LINE, 2179.84 FEET AND WEST 91.15 FEET FROM THE EAST QUARTER CORNER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°00'00" WEST 40.00 FEET; THENCE SOUTH 90°00'00" WEST 40.00 FEET; THENCE NORTH 00°00'00" EAST 40.00 FEET; THENCE NORTH 90°00'00" EAST 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 0.037 ACRES, MORE OR LESS, (AS DESCRIBED)

Site No.: UT-0051  
Parcel No.: 15-27-480-010-0000

Site Name: 35<sup>th</sup> South/11<sup>th</sup> West  
Address: 1331 West 3300 South, West Valley City,  
Utah

**ATTACHMENT "C"**

(to Easement Agreement)

**Access and Utility Easement**

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT SOUTH 00°08'45" EAST, ALONG SECTION LINE, 454.37 FEET AND SOUTH 90°00'00" WEST 131.15 FEET AND SOUTH 00°00'00" WEST 20.00 FEET FROM A SALT LAKE COUNTY STREET MONUMENT (POINT OF COMMENCEMENT) AT THE INTERSECTION OF THE CENTERLINES OF 3500 SOUTH AND 1300 WEST STREETS, SAID POINT ALSO BEING SOUTH 00°08'45" EAST, ALONG SECTION LINE, 2179.84 FEET AND NORTH 90°00'00" EAST 131.15 FEET AND SOUTH 00°00'00" WEST 20.00 FEET FROM THE EAST QUARTER CORNER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 90°00'00" WEST 35.93 FEET; THENCE NORTH 48°09'11" WEST 71.11 FEET; THENCE NORTH 12° 37' 48" WEST 96.39 FEET; THENCE NORTH 00°00'00" EAST 247.76 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF 3500 SOUTH STREET AND TERMINATING.

CONTAINS: 0.124 ACRES, MORE OR LESS, (AS DESCRIBED)

Site No.: UT-0051  
Parcel No.: 15-27-480-010-0000

Site Name: 35<sup>th</sup> South/11<sup>th</sup> West  
Address: 1331 West 3300 South, West Valley City,  
Utah

**ATTACHMENT "D"**

(to Easement Agreement)

**Permitted Encumbrances**

Canal Right of Way in favor of Brighton & Northpoint Irrigation Company, dated January 13, 1970, Recorded in Book 2821, Page 255.

Notice of Adoption of Redevelopment Plan entitled "Jordan River Neighborhood Plan" dated December 17, 1999 and recorded December 5, 2000 in Book 8406, Page 1858.

Deed of Trust to secure \$410,414.65 dated September 23, 1998 in favor of Brighton Bank, recorded September 24, 1998 in Book 8103, Page 2599.

Memorandum of Lease Agreement between Generator Exchange, Inc. and Nextel West Corp., recorded 9/20/2000 in Book 8988, Page 7557.