

Ent 393094 Bk 1088 Pg 1194-1229  
Date: 21-AUG-2013 1:10:42PM  
Fee: \$81.00 Check Filed By: JP  
ELIZABETH PALMIER, Recorder  
WASATCH COUNTY CORPORATION  
For: SECURITY TITLE & ABSTRACT CO

Staco Order #36422

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**EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT**

PINS:

STATE OF: UTAH  
COUNTY OF: WASATCH

Document Date: \_\_\_\_\_

**GRANTORS:** STEVEN AND CONNIE AULT, HUSBAND AND WIFE  
Address: 752 S 500 E  
Orem, UT 84097-6360

Address: ROCKY MOUNTAIN HOLDING TRUST  
752 S 500 E  
Orem, UT 84097-6360

**GRANTEE:** LANDMARK INFRASTRUCTURE HOLDING COMPANY  
LLC  
Address: P.O. Box 3429  
El Segundo, CA 90245

Legal Description of Easement: Attached as Exhibits C, D and E.

**Prepared by:**  
Landmark Dividend LLC  
1700 E Walnut Ave, Suite 400  
El Segundo, CA 90245  
TC132474

**Return after recording to:**  
Fidelity National Title Group  
Attn: Melissa Cater  
7130 Glen Forest Drive #300  
Richmond, VA 23226  
FTC Order No: 17293146

DWC - 2443

TC132474-AT&T/Ault

**EASEMENT AND ASSIGNMENT OF LEASE AGREEMENT**

This Easement and Assignment of Lease Agreement (this "Agreement") dated 8/16/13, 2013 (the "**Effective Date**") is by and between STEVEN AND CONNIE AULT, husband and wife ("**Grantor**"), JANA GUNDERSON AS TRUSTEE OF THE ROCKY MOUNTAIN HOLDING TRUST dated \_\_\_\_\_ ("**Trust Grantor**") and LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC, a Delaware limited liability company ("**Grantee**"); and

WHEREAS Grantor owns certain real property located within: Section 19, Township 5 S, Range 4 E, County of Wasatch UT 84043 ("**Property**"); and more particularly described in Exhibit A attached hereto; and

WHEREAS pursuant to that certain Agreement dated October 13, 1988, by and among Henefer City of Summit County, Utah, the Utah Department of Transportation, Grantor and The Connie Ault Marital and Family Trust, a copy of which is attached hereto as Exhibit B (the "**Bridge Easement Agreement**"), Grantor has certain easement rights (the "**Bridge Easement**") over that certain real property described in the Bridge Easement Agreement (the "**Bridge Easement Area**"); and

WHEREAS Grantor intends to grant to Grantee an exclusive easement (the "**Telecom Easement**") in, to, under and over that certain portion of the Property described in Exhibit C attached hereto (the "**Telecom Easement Area**") for the purposes described herein, and a non-exclusive easement (the "**Access Easement**") in, to, under and over those certain portions of the Property described in Exhibit D attached hereto (the "**Access Easement Area**") 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**");

WHEREAS Trust Grantor intends to grant to Grantee a non-exclusive easement (the "**Trust Easement**") for ingress and egress to the Access Easement Area over that certain real property described in Exhibit E attached hereto (the "**Trust Easement Area**"); and

WHEREAS Grantor desires to sell, assign, set over, convey and transfer the existing telecommunications lease(s) or license(s) ("**Lease(s)**") more particularly described in Exhibit F to Grantee.

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 exclusive purposes of (a) leasing space within the Telecom Easement Area to telecommunications tenant(s), (b) permitting uses associated with the exercise rights of telecommunications tenants under such leases and (c) exercising its rights under the Lease(s). Grantee's right to enter such telecommunications leases is subject to the terms and conditions of that certain Purchase and Sale of Telecom Easement and Assignment Agreement dated as of August \_\_, 2013.

2. **TERM.** Commencing on \_\_\_\_\_ (the "**Commencement Date**"), the Term of this Agreement shall be ninety-nine (99) years.

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 or provides written notice to Grantor of the intent to vacate the Easement, the Easement shall be deemed abandoned and this Agreement shall automatically terminate. Trust Grantor may not terminate this Agreement; provided however, that in the event that Grantee voluntarily ceases to use the Trust Easement for a continuous period of five (5) years or provides written notice to Trust Grantor of the intent to vacate the Trust Easement, the Trust Easement shall be deemed abandon and this Agreement shall automatically terminate.

4. **ASSIGNMENT OF LEASE(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 Lease(s). Grantor shall retain and continue to faithfully perform and discharge any and all of Grantor's obligations as lessor under the Lease(s) and Grantee assumes no obligations thereunder.

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. Grantor further assigns to Grantee a right to participate in Grantor's easement rights in the Bridge Easement as granted to Grantor under the Bridge Easement Agreement. Trust Grantor hereby grants to Grantee the Trust Easement in, to and across the Trust Easement Area adequate to allow ingress and egress to the Access Easement Area. Grantee hereby agrees and acknowledges that its right to use the Access Easement, Bridge Easement and Trust Easement is subject to the following requirements:

a. Subject to the Lease(s), Grantee, its lessees, licensees, employees, invitees or agents, shall give Grantor and Trust Grantor notice at least 24 hours prior to accessing the Access Easement Area and Trust Easement Area, and Grantee shall include an express requirement of prior notice in any future telecommunications leases.

b. Subject to the Lease(s), Grantee acknowledges and agrees that (i) the weight limit on the bridge that is part of the Access Easement Area is 6,000 pounds, (ii) Grantee's shall not access the Access Easement Area using vehicles in excess of such weight limit and (iii) Grantee shall be responsible for any damage caused by the violation of this restriction.

c. Subject to the Lease(s), Grantee's use of the Access Easement Area is limited to the existing roads subject to the natural expansion of such roads in the ordinary course of use; provided, however, any expansion shall not be unduly burdensome on the Grantor's use of the Property, as determined by the Grantor in its sole discretion.

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 Lease(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 Lease(s), or any portion of the Property subject to the Easement, except (i) under the terms of the Lease(s) and (ii) as expressly disclosed to Grantee in writing. Except for the Lease(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 Lease(s).

f. Grantor shall not allow or permit a breach of default to occur under the Lease(s) 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. Subject to the requirements set forth in Section 5 above, 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 Leases, 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 by Grantee or such future telecommunications tenant(s) of Grantee, unless otherwise expressly agreed by Grantor, 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 caused by a release of a Hazardous Substance by Grantee or such future telecommunications tenant(s) of Grantee, unless expressly agreed by Grantor, 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 (or such party's successors, assigns, agents, tenants or representatives). 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: 752 S 500 E  
Orem, UT 84097-6360

As to Trust Grantor: 752 S 500 E  
Orem, UT 84097-6360  
Attn: Jana Gunderson

As to Grantee: c/o Landmark Dividend LLC  
2141 Rosecrans Ave, Suite 2100  
P.O. Box 3429  
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. Notwithstanding anything herein to the contrary, 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.

**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.

**[REST OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**



GRANTOR:

ROCKY MOUNTAIN HOLDING TRUST,

By: Jana Gunderson, trustee

Name: Jana Gunderson

Its: Trustee

STATE OF Utah )  
 ) ss.  
COUNTY OF Utah )

On 8-16-, 2013, before me, Randall L. Childs, a Notary Public in and for said County and State, personally appeared Jana Gunderson, Trustee, 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 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 Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

Randall L. Childs  
Notary Public  
My Commission Expires: 7-28-2016

[SEAL]



GRANTEE:

LANDMARK INFRASTRUCTURE HOLDING COMPANY LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Daniel E. Rebeor  
Title: Authorized Signatory **EVP of Operations**

Date: AUG 15 2013

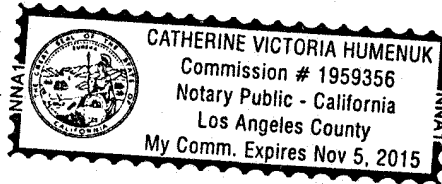
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On August 15, 2013, before me Catherine Victoria Humenuk, a Notary Public in and for said County and State, personally appeared Daniel E. Rebeor, 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 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.

Catherine Victoria Humenuk  
Notary Public  
My Commission Expires: 11-5-15



[SEAL]



EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The Southwest Quarter of the Northwest Quarter of Section 19, Township 5 South, Range 4 East, Sale Lake Base and Meridian.

EXHIBIT B

BRIDGE EASEMENT AGREEMENT

[See Attached Agreement]

**AGREEMENT**

AGREEMENT, made this 13th day of Oct., 1988, by and among HENEFER CITY (hereinafter "City"), of Summit County, Utah; the UTAH DEPARTMENT OF TRANSPORTATION, (hereinafter "UDOT"), of 4501 South 2700 West, Salt Lake City, Utah 84119; and STEVEN H. AULT, CONNIE H. AULT and THE CONNIE H. AULT MARITAL AND FAMILY TRUST (hereinafter "Aults"), of 341 North 1100 East, American Fork, Utah 84003.

THIS AGREEMENT provides for the relocation and preservation of the historic Henefer Bridge in the manner herein provided.

IN CONSIDERATION of the benefits to be received, of the payments to be made, and the covenants and agreements herein contained, the parties hereto agree among each other, their successors and assigns, as follows:

**PART ONE**

**TRANSFER OF HENEFER BRIDGE**

It has been determined that the Henefer Bridge, located across the Weber River on Center Street in the City of Henefer, Summit County, Utah, is eligible for the National Register of Historic Places.

It has become necessary to remove said Bridge from the above-described location.

Subject to the provisions enumerated in this Agreement, and in particular in consideration of Aults' promise to maintain the Henefer Bridge in perpetuity, as described in Part Three of this Agreement, and more particularly described in the Easement attached hereto as Exhibit "B", the City transfers ownership of Henefer Bridge to Aults by way of a Certificate of Transfer dated the 13<sup>th</sup> day of October, 1988, which is incorporated into, and made part of this Agreement by reference, and is attached hereto as Exhibit "A".

## PART TWO

### REMOVAL OF HENEFER BRIDGE

Aults agree to remove Henefer Bridge from its current location on the Weber River and relocate said Bridge on the real property described as follows:

Beginning at a point S.16°53'59"W. 336.45 feet and S.70°45'39"E. 198.08 feet from the North Quarter Corner of Section 24, T. 5 S., R. 3 E., Salt Lake Base and Meridian (said point being the northeasterly corner of a 28-foot wide easement across the Provo River to be used for the relocation of an historic bridge); thence S. 14°47'19"E. 82.00 feet; thence S. 75°12'41"W. 28.00 feet; thence N.14°47'19"W. 82.00 feet; thence N.75°12'41"E. 28.00 feet to point of beginning. Area 0.053 acres.

Basis of bearing is an Aerial Control Survey by UDOT based upon the Utah State Plane Coordinate System - N.1°54'51.5"W. between points ALT. #10 and ALT. #11.

[hereinafter "Property"]. The UDOT, owner of said Property,

has created an Easement over said Property in favor of Aults which is more fully described in Part Three of this Agreement.

In accordance with Section 123(f) of the Surface Transportation Relocation Assistance Act, Pub.L. No. 100-17, § 123(f), 101 Stat. 132, 163-64 (1987) (codified as amended at 23 U.S.C.A. § 144 (1988)) the UDOT agrees to pay TWELVE THOUSAND FOUR HUNDRED DOLLARS (\$12,400) to Aults, which amount represents the Engineer's estimated expense that UDOT would incur for demolition of the Henefer Bridge.

The said Bridge is to be removed by Aults in accordance with the terms and conditions set out in the Certificate of Transfer dated the 13<sup>th</sup> day of October, 1988, incorporated herein by reference, and attached hereto as Exhibit "A".

Aults agree that they will provide, at their own expense, photographic documentation acceptable to UDOT of the condition and setting of Henefer Bridge immediately following its installation on the Property and prior to the payment by UDOT of \$12,400 to Aults.

Payment shall be made by UDOT to Aults after the Bridge has been installed in accordance with the conditions attached to the Easement granted by UDOT to Aults, attached hereto as Exhibit "B", and incorporated herein by reference.

**PART THREE**

**EASEMENT FOR THE RELOCATION OF HENEFER BRIDGE**

In consideration of Aults' agreement to remove Henefer Bridge and to maintain said Bridge in perpetuity, and for other good and valuable consideration, receipt of which is hereby acknowledged, UDOT does hereby grant to Aults an Easement over Property described in Part 2 of this Agreement, and more particularly described in the Easement attached hereto as Exhibit "B" and incorporated herein by reference.

This Easement shall terminate if Henefer Bridge is not relocated on the property on or before July 1, 1989 or if any of the terms or conditions of the Easement, as described in Exhibit "B", are violated.

**PART FOUR**

**CONSIDERATION**

It is agreed and understood among the parties that the consideration, as more fully described in Parts One, Two, and Three of this Agreement, shall include City's transfer of Henefer Bridge to Aults and UDOT's creation of an Easement over the Property in return for Aults' undertaking to maintain Henefer Bridge in perpetuity once the Bridge is relocated on the Property. The parties acknowledge that Aults' undertaking shall be consideration for both the transfer of the Bridge and the creation of the Easement.

**PART FIVE**

**REMEDIES**

In the event that the Henefer Bridge is not removed from its current location by July 1, 1989, this Agreement shall become null and void.

Aults agree that if they should sell, assign, or otherwise transfer ownership of Henefer Bridge after it is relocated on the Property, they shall notify the UDOT, in writing, prior to such transfer. Additionally, Aults shall inform any person or entity to whom ownership of the Bridge may be transferred of this Agreement and of the conditions attached to the Easement, and shall require that such person or entity execute an Agreement to comply with the conditions attached to the Easement upon the transfer of the Bridge.

In the event that Aults, their successors or assigns, are found to have violated this Agreement, the Easement over the Property shall terminate and Aults shall reimburse the UDOT and City for any cost or expense, including all court costs and attorney's fees incurred in connection with the enforcement of their rights. The UDOT and City may jointly or severally assign their enforcement rights to any third party, at any time, and without approval of Aults.

The exercise by the UDOT or City of one remedy hereunder shall not have the effect of waiving or limiting any

other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or remedies at any other time.

This Agreement shall be interpreted and governed by the laws of the State of Utah.

**PART SIX**

**CONTRACT DOCUMENTS**

The contract documents which comprise the entire Agreement among the City, UDOT, and Aults, consist of the following:

- a. This Agreement (Pages 1 to 9, inclusive).
- b. Certificate of Transfer by and between City, Transferor, and Aults, Transferees, which is attached hereto as Exhibit "A".
- c. Easement by and between UDOT, Grantor, and Aults, Grantees, which is attached hereto as Exhibit "B".

**PART SEVEN**

**EFFECT OF AGREEMENT**

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and successors of the respective parties.

IN WITNESS WHEREOF, the parties have executed this



Agreement the day and date first written above.

HENEFER CITY

By: Richard Butler  
RICHARD BUTLER  
Mayor, Henefer City

ATTEST:

By: Charla Anderson  
Title: Office Assistant

UTAH DEPARTMENT OF TRANSPORTATION

By: E. Studdley  
Title: Executive Director

ATTEST:

By: Steven H. Ault  
Title: Commissioner

Steven H. Ault  
STEVEN H. AULT

Connie H. Ault  
CONNIE H. AULT

STATE OF UTAH

COUNTY OF Salt Lake )  
SS.

I, Steven H. Ault a Notary Public in and  
for the State of Utah, do hereby certify Steven H. Ault  
Connie H. Ault, whose name(s) \_\_\_\_\_

subscribed to the foregoing Agreement, personally appeared before me and acknowledged that they executed the same.

Subscribed and sworn to before me this 13<sup>th</sup> day of October, 1988.

[Signature]  
NOTARY PUBLIC  
Residing at South Lake City, Utah

My Commission Expires:

9-10-91

STATE OF UTAH )  
COUNTY OF Summit ) ss.

I, Barbara B. Mueller, a Notary Public in and for the State of Utah, do hereby certify Richard Dutton, whose name(s) \_\_\_\_\_

subscribed to the foregoing Agreement, personally appeared before me and acknowledged that he executed the same.

Subscribed and sworn to before me this 13<sup>th</sup> day of Oct., 1988.

[Signature]  
NOTARY PUBLIC  
Residing at Coalville, Utah

My Commission Expires:

3-29-92

STATE OF UTAH

COUNTY OF Salt Lake

ss.

I, David W. Anderson, a Notary Public in and

for the State of Utah, do hereby certify D. W. Lindley  
\_\_\_\_\_, whose name(s) \_\_\_\_\_

subscribed to the foregoing Agreement, personally appeared before  
me and acknowledged that he executed the same.

Subscribed and sworn to before me this 13th day of  
October, 1988.

David W. Anderson  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah

My Commission Expires:  
9-10-91

EXHIBIT "A"

**CERTIFICATE OF TRANSFER**

HENEFER CITY, Transferor, in consideration of Transferees' promise to maintain the Henefer Bridge in perpetuity, and other valuable consideration, receipt of which is hereby acknowledged, does hereby transfer and convey its right, title, and interest in and to the metal bridge structure known and described as the Henefer Bridge, to STEVEN H. and CONNIE H. AULT, Transferees, subject to the following conditions:

1. The Transferees agree to relocate and install Henefer Bridge on or before July 1, 1989, on real property described as follows:

Beginning at a point S.16°53'59"W. 336.45 feet and S.70°45'39"E. 198.08 feet from the North Quarter Corner of Section 24, T. 5 S., R. 3 E., Salt Lake Base and Meridian (said point being the northeasterly corner of a 28-foot wide easement across the Provo River to be used for the relocation of an historic bridge); thence S. 14°47'19"E. 82.00 feet; thence S. 75°12'41"W. 28.00 feet; thence N.14°47'19"W. 82.00 feet; thence N.75°12'41"E. 28.00 feet to point of beginning. Area 0.053 acres.

Basis of bearing is an Aerial Control Survey by UDOT based upon the Utah State Plane Coordinate System - N.1°54'51.5"W. between points ALT. #10 and ALT. #11.

2. The said Transferees shall be responsible to remove and transport the bridge structure at their expense and in compliance with the safety and historical requirements of the State of Utah, the United States Government, and Henefer City, including the obtaining and maintenance of liability insurance, if required, by any of the said governmental entities, designating said governmental entities as insurers.

3. Said Transferees agree to hold the State of Utah and its political subdivisions, Henefer City, and the United States Government, and in particular the United States Federal Highway Administration, free and harmless from any and all claims from injuries or damages arising in the course of or as a result of the preparation for removal and transportation, the actual removal and transportation of, and the placement and use of the said bridge structure and to indemnify the State of Utah and its

political subdivisions, Henefer City, the United States Government, and the United States Federal Highway Administration, for any claims or expenses, including reasonable attorney's fees, incurred by any of said governmental entities as the result of or in defense of any claims for such injury or damages.

4. The said Transferees agree and acknowledge that neither the State of Utah, Henefer City nor the United States Government or any of their agencies or representatives in any way warrant the condition, structure, or usability of the bridge structure.

5. The said Transferees agree to use and maintain bridge structure as more fully described in the Easement attached to the Agreement as Exhibit "B".

THEREFORE, with the consent of the Henefer City Board and applicable law, this Certificate is duly executed the Mayor of Henefer City and is accepted by Transferees this day of Oct, 1988.

HENEFER CITY

By: Richard S. Butler  
Richard Butler, Mayor

STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss.

On the 13<sup>th</sup> day of Oct, 1988, personally appeared before me Richard Butler, who being by me duly sworn, did say that he executed the foregoing Certificate of Transfer in his capacity as Mayor of the City of Henefer.

Anna A. Butler  
NOTARY PUBLIC  
Residing at Wendell Utah

My Commission Expires:

2-29-92

ACCEPTANCE AND AGREEMENT

The Transferees hereby accept the described Henefer City Bridge upon the terms and conditions set forth in this

Certificate of Transfer and agree to comply with and be bound by those terms and conditions.

Steven H. Ault  
STEVEN H. AULT

Connie H. Ault  
CONNIE H. AULT

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

On the 13th day of Oct., 1988, personally appeared before me STEVEN H. AULT AND CONNIE H. AULT, who being by me duly sworn, did say that they executed the foregoing Certificate of Transfer.

David Anderson  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah

My Commission Expires:

9-10-91

EXHIBIT "B"

**EASEMENT**

GRANT and AGREEMENT, made this 13<sup>th</sup> day of Oct., by and between the UTAH DEPARTMENT OF TRANSPORTATION, GRANTOR, of 4501 South 2700 West, Salt Lake City, Utah 84119, and STEVEN H. AULT, CONNIE H. AULT and THE CONNIE H. AULT MARITAL AND FAMILY TRUST, GRANTEES, of 341 North 1100 East, American Fork, Utah 84003.

WHEREAS, it has become necessary to relocate the historic Henefer Bridge located across the Weber River on Center Street in the City of Henefer, Summit County, Utah; and

WHEREAS, City of Henefer transfers ownership of Henefer Bridge to GRANTEES in a Certificate of Transfer attached to the Agreement as Exhibit "A"; and

WHEREAS, GRANTEES desire ingress and egress over the Provo River to and from their property located at the Southwest Quarter of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 24, Township 5 South, Range 3 East in Utah County, Utah, [hereinafter "Access Property"];

NOW, THEREFORE, in consideration of GRANTEES maintaining the Henefer Bridge in perpetuity, as described in the terms and conditions set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, GRANTOR grants to GRANTEES, subject to said terms and conditions, an Easement over property delineated on the plan annexed hereto as Exhibit 1, and described as follows:

Beginning at a point S.16°53'59"W. 336.45 feet and S.70°45'39"E. 198.08 feet from the North Quarter Corner of Section 24, T. 5 S., R. 3 E., Salt Lake Base and Meridian (said point being the northeasterly corner of a 28-foot wide easement across the Provo River to be used for the relocation of an historic bridge); thence S. 14°47'19"E. 82.00 feet; thence S. 75°12'41"W. 28.00 feet; thence N.14°47'19"W. 82.00 feet; thence N.75°12'41"E. 28.00 feet to point of beginning. Area 0.053 acres.

Basis of bearing is an Aerial Control Survey by UDOT based upon the Utah State Plane Coordinate System - N.1°54'51.5"W. between points ALT. #10 and ALT. #11.

[hereinafter "Property"].

**TERMS AND CONDITIONS**

1. GRANTEES hereby irrevocably covenant to GRANTOR that they will maintain and preserve the Henefer Bridge according to the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (as amended from time to time), and attached hereto as Exhibit 2, in perpetuity.
2. In order to document the exterior condition and setting of the Henefer Bridge and to make more certain the full extent of GRANTEES' obligations and restrictions placed on the use of the Property, GRANTEES shall, at their own expense, supply to the GRANTOR, within 60 days following the relocation and the installation of Henefer Bridge on the Property, a set of Color photographs, acceptable to the GRANTOR, depicting the Henefer Bridge in its setting on the Property. At such time as the photographs are delivered by the GRANTEES to the GRANTOR, it shall be stipulated by and between the parties that as of the date of the photographs the condition and setting of Henefer Bridge is as depicted therein.
3. Without the express written permission of the GRANTOR, signed by a duly authorized representative thereof, no construction, alteration, remodeling, or any other thing shall be undertaken or permitted to be undertaken on the Property which would affect the appearance of the Henefer Bridge, as depicted in the photographs, which are to be supplied to GRANTOR by GRANTEES, as described in Paragraph 2 above.
4. In the event that the Henefer Bridge is completely destroyed by an Act of God, the GRANTEE shall not be responsible for replacing same.
5. No signs, billboards, or advertisement shall be displayed or placed on the Property; provided, however, the GRANTEE may, with the prior written approval from and in the sole discretion of the GRANTOR, erect such signs as are compatible with these covenants and appropriate to identify the Henefer Bridge.
6. No dumping of ashes, trash, rubbish, or any other unsightly or offensive materials shall be permitted on the Property.
7. GRANTEES represent to the GRANTOR that GRANTEES have an established crossing over the existing Heber Creeper tracks between Stations 726+93 and 728+00 as established by use for a period of time exceeding twenty (20) years as evidenced by an Affidavit which is attached.



8.

(a) GRANTEES hereby agree to indemnify and save harmless the State of Utah, the GRANTOR, and its officers, agents and employees from and against any and all loss, damages, injury, liability, and claims therefor, including claims for personal injury or death, damages to personal property and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of this agreement by the GRANTEES.

(b) GRANTEES further agree that they will indemnify and save harmless the GRANTOR against all claims, demands, actions or causes of action arising or growing out of any loss or damage to property or injury to or death of persons which may be due in any manner to the installation, use, maintenance or state of repair of the Henefer Bridge after it has been relocated on the Property.

9. GRANTEES shall be responsible for the payment of all charges which may become a lien on the Property, including, but not limited to, general taxes, special taxes, special assessments, and water charges.

10. In the event of a violation of any covenant, stipulation, or restriction herein, and in addition to any remedies now or hereafter provided by law,

(a) the GRANTOR may terminate the Easement on the Property; or

(b) the GRANTOR may, following reasonable notice to GRANTEES, institute suit(s) to enjoin such violation by ex parte, temporary, preliminary, and/or permanent injunction, including prohibitory and/or mandatory injunctive relief, and to require the restoration of the Property, including the Henefer Bridge, to the condition and appearance required under this covenant, or

(c) a representative of the GRANTOR may enter upon the Property, correct such violation, and hold the GRANTEES, their successors and assigns, responsible for the cost thereof, and such cost, until repaid, shall constitute a lien on the

Access Property. GRANTOR shall also have available all legal and equitable remedies to enforce GRANTEE'S obligations hereunder, and in the event GRANTEE'S are found to have violated any of their obligations, GRANTEE'S shall reimburse GRANTOR for any costs or expenses incurred in connection therewith, including all court costs and attorney's fees. The exercise by GRANTOR of one remedy hereunder shall not have the effect of waiving or limiting any other remedy, and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedies of the use of such remedy at any other time. GRANTOR may assign its enforcement rights to any third party, at any time, and without permission of GRANTEE'S.

11. The terms and conditions of this Easement shall be binding upon the GRANTEE'S and their successors and assigns to the Access Property. GRANTEE'S shall give GRANTOR written notice of any change of ownership in the Access Property within thirty (30) days of such change.

12. GRANTEE'S agree that GRANTOR may, at its discretion, and without the approval of the GRANTEE'S, convey and assign all its rights and responsibilities under this instrument to a third party.

13. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, return receipt requested, or hand-delivered, to the address first written. Each party may change its address set forth herein by a notice to such effect to the other party.

14. The following provisions in this Paragraph (14) shall govern the effectiveness, interpretation, and duration of this instrument:

a. The Historic Preservation Act of 1975, Utah Code Annotated, § 63-18a-1, et seq., which, inter alia, exempts preservation easements from the rule against perpetuities and the rule restricting unreasonable restraints on alienation, shall govern this instrument.

b. This instrument shall extend to and be binding upon GRANTEES and all persons or entities hereafter claiming under or through GRANTEES, and the word GRANTEES when used herein shall include all such persons or entities whether or not such persons or entities have signed this instrument or then have an interest in the Access Property. Anything contained herein to the contrary, notwithstanding a person or entity shall have no obligations pursuant to this instrument where such person or entity has ceased to have any interest (present, partial, contingent, collateral, or future) in the Access Property by reason of a bona fide transfer for full value. Any right, title, or interest herein of GRANTOR under this instrument also shall be deemed to inure to each successor and assign of the GRANTOR and each such following successor and assign thereof, and the word GRANTOR when used herein shall include all such persons or entities.

c. Nothing contained in this instrument conveys, nor shall be interpreted to convey, any right to enter onto the Property by the public.

d. GRANTOR and GRANTEES are free to jointly amend the terms of this instrument in writing following notice and written concurrence by the Advisory Council on Historic Preservation, and such amendment shall become effective upon its recording in the land records of \_\_\_\_\_ County, Utah, in the office of the Clerk and Recorder.

e. Nothing contained herein shall be interpreted to authorize or permit the GRANTEES to violate any ordinance or regulation relating to building materials, construction methods, or use. In the event of any conflict between such ordinance or regulation and the terms hereof, GRANTOR shall promptly notify GRANTEES of such conflict and shall cooperate with GRANTEES and \_\_\_\_\_ County and other governmental authorities to accommodate the purposes of both this instrument and such ordinance or regulation.

IN WITNESS WHEREOF, the parties hereto have executed this Easement on the date above written.

UTAH DEPARTMENT OF TRANSPORTATION  
Grantor

By: [Signature]

[Signature]  
STEVEN H. AULT

[Signature]  
CONNIE H. AULT

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

On the 14th day of Oct, 1988, personally appeared before me [Signature], who being by me duly sworn, did say that he executed the foregoing Easement in his capacity as [Signature] of the Utah Department of Transportation.

[Signature]  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah

My Commission Expires:  
9-10-91

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

On the 15th day of Oct, 1988, personally appeared before me STEVEN H. AULT AND CONNIE H. AULT, who being by me duly sworn, did say that they executed the foregoing Easement.

[Signature]  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah

My Commission Expires:  
9-10-91

AFFIDAVIT

STATE OF UTAH )  
 : ss.  
COUNTY OF UTAH )

Ray Robinson, after being first duly sworn, deposes and says:

1. I was the owner of real property located in Bear Canyon, Provo and Wasatch counties, totaling approximately 1000 acres.
2. I was the owner of the real property for approximately 40 years.
3. I am familiar with the railroad crossing at the river ford.
4. I used this crossing through the years as access to my land.

Further affiant sayeth not.

DATED this 14 day of October, 1988.

Ray Robinson  
RAY ROBINSON

SUBSCRIBED and sworn to before me this 14 day of October, 1988.

Lurae Auit  
NOTARY PUBLIC

My Commission Expires:

9-10-91

Residing at:

510 M. 1100 E.  
American Fork, Utah

EXHIBIT C

TELECOM EASEMENT AREA DESCRIPTION

Beginning at a point which is S01°01'03"E 1995.51 feet along the section line and east 408.27 feet from the northwest corner of Section 19, Township 5 South, Range 4 East, SLB&M; thence N43°00'00"W 35.00 feet along the outside of a chain link fence, thence N48°00'00"E 23.00 feet along the outside of a chain link fence, thence S43°00'00" 35.00 feet along the outside of a chain link fence, thence S48°00'00"W 23.00 feet along a chain link fence to the point of beginning.

Together with a nonexclusive easement across an existing dirt roadway being approximately 12 feet in width leading from the highway to the tower site.

See also attached survey.

**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 D

ACCESS EASEMENT AREA DESCRIPTION

That portion of the roadway which crosses the Steven and Connie Ault property:

All of the roadway lying within Lot 2, Section 19, Township 5 South, Range 4 East, SLB&M

Being approximately 0.4 miles.

See also attached survey.

**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.**

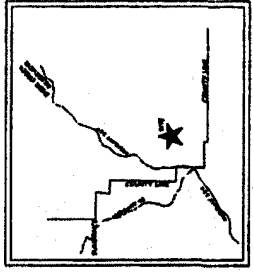


PROJECT NO. 10-100 SHEET NO. 100 DRAWING NO. 100 DATE 10/10/10 PROJECTED DATE 10/10/10	SECTION 14 TOWNSHIP 5 SOUTH RANGE 3 EAST COUNTY OF BLAINE, WYOMING	LANDMARK DIVIDEND 10000 S. 10000 E.	SURVEYOR'S NAME SURVEYING FIRM ADDRESS CITY, STATE, ZIP	SHEET NO. 1 OF 1
				PROJECTED DATE

**SURVEYOR'S CERTIFICATE**  
 I, **MARK HILLS**, being duly sworn, do hereby certify that the foregoing is a true and correct copy of the original survey and plat as recorded in the public records of Blaine County, Wyoming, and that I have personally examined the same and find them to be correct and true to the original survey and plat as recorded in the public records of Blaine County, Wyoming.

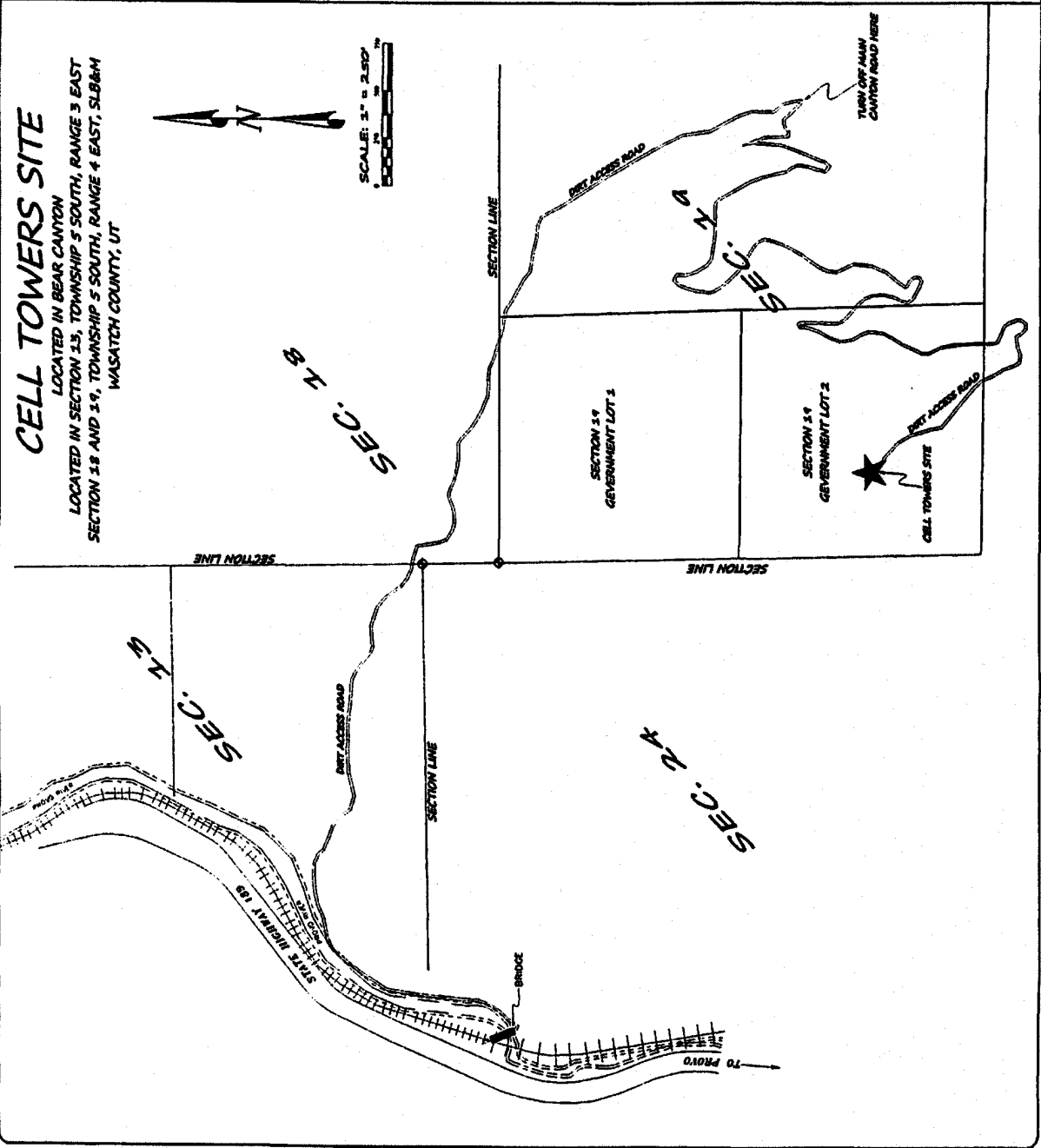
**ROADWAY DESCRIPTION**  
 THAT PORTION OF THE ROADWAY WHICH CROSSES THE STREAM AND CHANGES DIRECTION FROM NORTHWEST TO SOUTHWEST WITHIN LOT 1, SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 EAST, COUNTY OF BLAINE, WYOMING, IS APPROXIMATELY 25 FEET WIDE.

**SURVEYOR'S NOTES**  
 THE PURPOSE OF THIS PLAT IS TO SHOW THE LOCATION OF AN ACCESS ROAD TO SEVERAL CELL TOWER SITES.  
 THE CELL TOWER SITES ARE THE PROPERTY OF A&E, WILSON, METZEL, SPRETT AND T-MOBILE.  
 THE ROADWAY IS A DIRT TRAIL-TRACE ROAD. IT IS A GRADE APPROXIMATELY 10 FEET WIDE, WITH STEEP SLOPES AND SHARP BENDS. IT IS RECOMMENDED THAT FURTHER SURVEYING BE DONE TO DETERMINE THE EXACT LOCATION OF THE ROADWAY.  
 THE ROADWAY IS APPROXIMATELY 25 FEET WIDE IN LENGTH FROM THE BRIDGE TO THE CELL TOWER SITES.  
 THE CELL TOWER SITES ARE LOCATED WITHIN GOVERNMENT LOT 1 OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 3 EAST, COUNTY OF BLAINE, WYOMING.  
 THE ACCESS ROAD, AS SHOWN ON THE PLAT, IS APPROXIMATELY 25 FEET WIDE.  
 THE FIELD WORK FOR THIS PLAT WAS PERFORMED BY ASSISTANT OF SURVEY.



**LEGEND**

- PROPERTY BOUNDARY
- PUBLIC ROAD
- PRIVATE ROAD
- DIRT ACCESS ROAD
- STREAM
- BRIDGE
- CELL TOWER SITE



**CELL TOWERS SITE**  
 LOCATED IN BEAR CANYON  
 LOCATED IN SECTION 15, TOWNSHIP 5 SOUTH, RANGE 3 EAST  
 SECTION 14 AND 15, TOWNSHIP 5 SOUTH, RANGE 3 EAST, SLB&M  
 WASATCH COUNTY, UT

EXHIBIT E

TRUST EASEMENT AREA DESCRIPTION

That portion of the roadway which crosses the Trust property:

All of the roadway lying within Section 13, Township 5 South, Range 3 East, SLB&M and that portion lying within sections 18 and 19 of Township 5 South, Range 4 East, SLB&M, excepting that portion within Lot 2, Section 19, Township 5 South, Range 4 East, SLB&M.

Being approximately 2.3 miles.

See also attached survey.

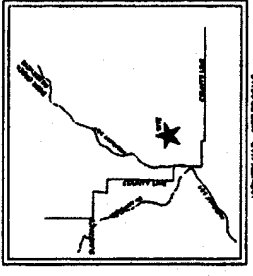
**Grantor acknowledges and agrees that Grantee may survey the Telecom Easement Area, at Grantee's expense, and provide Grantor with a copy of such survey for Grantor's review and approval, which approval shall not be unreasonably denied, delayed or conditioned. Upon receipt of Grantor's approval, Grantee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

<b>PLANNING DIVISION</b> LANDMARK DIVIDEND 1000 WEST 12TH AVENUE, SUITE 100 DENVER, COLORADO 80202 PHONE 724-4111 FAX 724-4112	MAP NUMBER: 1-1-1348 APPROXIMATE DATE OF SURVEY: 10/20/05 SURVEYED FOR USE: PROJECT ADDRESS:	DATE SURVEYED: 10/20/05 DRAWN BY: CAJ CHECKED BY: JLD SCALE: AS SHOWN PROJECT ADDRESS: WASHATCH COUNTY	1 OF 2 SHEET NO.
	<b>SURVEYING</b> <b>PEAK HILLS</b>		

**SURVEYOR'S CERTIFICATE**  
 I, JOHN S. BROWN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HAVE CONDUCTED AN ADVERSE TITLE INVESTIGATION OF THE PROPERTY DESCRIBED HEREON, AND THAT I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN.

**ROADWAY DESCRIPTION**  
 THAT PORTION OF THE ROADWAY WHICH CROSSES THE SECTION AND CORNER AND THE POINT OF BEGINNING OF THE ROADWAY IS LOCATED IN THE CORNER AND CORNER OF SECTION 19, TOWNSHIP 36S, RANGE 4E, SLB&M. THE ROADWAY IS 20 FEET WIDE AT ALL POINTS AND SHALL BE MAINTAINED AS SUCH BY THE ADJOINING OWNERS.

**SURVEYOR'S NOTES**  
 THE PURPOSE OF THIS PLAN IS TO SHOW THE LOCATION OF AN ACCESS ROAD TO SECTION 19, TOWNSHIP 36S, RANGE 4E, SLB&M. THE ROADWAY IS 20 FEET WIDE AT ALL POINTS AND SHALL BE MAINTAINED AS SUCH BY THE ADJOINING OWNERS. THE ACCESS ROAD, AS SHOWN IN THE LEGEND, IS 20 FEET WIDE AT ALL POINTS AND SHALL BE MAINTAINED AS SUCH BY THE ADJOINING OWNERS.



- LEGEND**
- SECTION CORNER
  - SECTION 19, TOWNSHIP 36S, RANGE 4E, SLB&M
  - SECTION 19, TOWNSHIP 36S, RANGE 4E, SLB&M
  - CELL TOWERS SITE
  - 20' WIDE ROAD
  - 20' WIDE ROAD
  - 20' WIDE ROAD

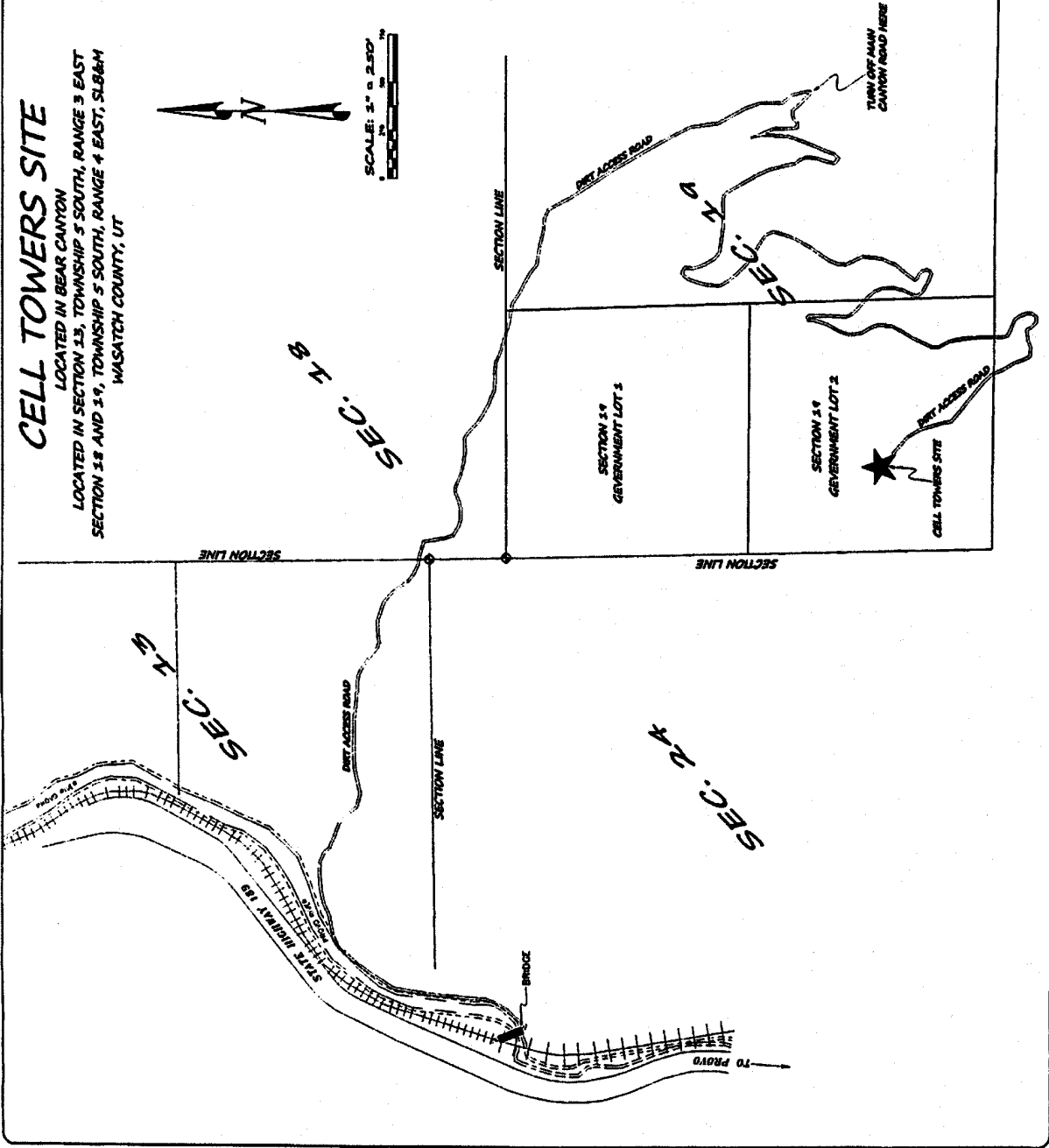


EXHIBIT F

LEASE DESCRIPTION

(TC132474)

That certain Lease Agreement dated November 16, 2009, by and between Steven and Connie Ault, husband and wife ("Lessor"), whose address is 752 S 500 E, Orem, UT, 84097-6360, and AT&T ("Lessee"), whose address is 575 Morosgo Dr NE Ste 13-F West, Atlanta GA 30324-3300, for the property located at Section 19, Township 5 S, Range 4 E, County of Wasatch UT 84043, together with all amendments, modifications and/or assignments.