13359813 8/13/2020 12:04:00 PM \$40.00 Book - 10998 Pg - 955-970 RASHELLE HOBBS Recorder, Salt Lake County, UT SOLIDIFI TITLE & CLOSING LLC BY: eCASH, DEPUTY - EF 16 P.

# RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

Grantor: Randall G. Peters, a single man

Grantee: Global Signal Acquisitions IV LLC, a Delaware limited

liability company

Site Address: 1020 S. 700 W., Salt Lake City, Utah 84104

Site County: Salt Lake

Assessor's Tax Parcel ID #: 15-11-428-030-0000

Prior Recorded Document(s) April 8, 1997 in Entry 6614736

in Salt Lake County: April 12, 2002 in Entry 8204184, Bk 8587, Pg 1322-1326

1

May 21, 2010 in Entry 10956660, Bk 9827, Pg 2468-2476

Site ID: Peters (880541)

This Grant of Easement conveys a right of first refusal.

### GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the "Easement") is made effective this 11th day of August , 2020 ("Effective Date"), by and between RANDALL G. PETERS, a single man ("Grantor") and GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company ("GSA IV").

- 1. <u>Description of Grantor's Property</u>. Grantor is the owner of that certain land and premises in the County of Salt Lake, State of Utah, the description of said property is attached hereto as <u>Exhibit "A"</u> (hereinafter "Grantor's Property").
- Description of Easement. For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto GSA IV, its successors and assigns, for a fifteen (15) year term, an exclusive easement for the use of a 37.38 feet by 32.78 feet portion of Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown on Exhibit "B" and described by metes and bounds in Exhibit "C-1" attached hereto. Grantor also grants to GSA IV, its successors and assigns, as part of this Easement, a non-exclusive right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a twelve (12) foot wide right-ofway extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, fiber, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown on Exhibit "B" and described by metes and bounds in Exhibit "C-2" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). Also, Grantor hereby grants to GSA IV, its successors and assigns a nonexclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in GSA IV's discretion (the "Maintenance Easement"), for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below) including storing and staging of equipment and materials on a temporary basis during periods of construction. The Maintenance Easement shall be utilized in a manner to minimize disruption to GSA IV, and GSA IV shall restore the Maintenance Easement to its original condition following its use by GSA IV.
- 3. Easement Area. The Easement Area shall be used for (i) constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, fencing, cabinets, meter boards, buildings, antennas, cables, fiber, and equipment and (ii) uses incidental thereto, including without limitation, testing of any kind, and equipment to accommodate new technologies or future innovations for GSA IV's use and the use of its lessees, licensees, invitees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that GSA IV's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by GSA IV on the Easement Area which are consistent with the Permitted Use. If requested by GSA IV, Grantor will execute, at GSA IV's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by GSA IV in GSA IV's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by GSA IV. In furtherance of the foregoing, Grantor hereby appoints GSA

IV as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

- 4. <u>Easement Term.</u> This Easement and GSA IV's rights and privileges hereunder shall be for a period of fifteen (15) years commencing upon the Effective Date and terminating on the fifteenth (15<sup>th</sup>) anniversary thereof, unless GSA IV earlier terminates this Easement as provided for herein.
- 5. GSA IV's Right to Terminate. GSA IV shall have the unilateral right to terminate this Easement for any reason upon providing written notice of such termination to Grantor. Upon termination of this Easement, GSA IV shall, within a reasonable time, remove its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

### 6. <u>Hazardous Materials</u>.

- a) GSA IV shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, GSA IV shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on the Easement Area if caused by GSA IV or persons acting under GSA IV. GSA IV shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning GSA IV's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.
- b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold GSA IV harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on Grantor's Property unless caused by GSA IV or persons acting under GSA IV. Grantor shall execute such affidavits, representations and the like from time to time as GSA IV may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.
- c) For purposes of this Easement, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of

- 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.
- 1. Insurance. At all times, GSA IV, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction over the operation of GSA IV's business upon the Easement Area. At a minimum, said insurance shall include Commercial General Liability coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and shall name Grantor as an additional insured on the policy. The required limits recited herein may be met by primary and excess or umbrella policies covering other locations. GSA IV shall provide Grantor with a copy of the certificate of insurance evidencing this insurance coverage following Grantor's written request, but not more than once per calendar year.
- 8. <u>Removal of Obstructions</u>. GSA IV has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to GSA IV's use of the Easement Area.
- Assignment of Lease Agreement. The parties hereby acknowledge that certain PCS Site Agreement dated May 10, 1996 by and between STC Five LLC, as successor lessee to Sprint Spectrum L.P., a Delaware limited partnership, and Grantor, as successor lessor, a memorandum of which was recorded in the official records of Salt Lake County, Utah ("Official Records") on April 8, 1997 at Entry No. 6614736 ("Original Lease"), as amended by the following: (i) that certain Amendment to PCS Site Agreement dated March 26, 2002, a memorandum of which was recorded in Official Records on April 12, 2002 at Entry No. 8204184 in Book 8587, Pages 1322-1326; (ii) that certain erroneously named First Amendment to PCS Site Agreement dated May 5, 2003; (iii) and that certain Third Amendment to PCS Site Agreement dated November 19, 2009, a memorandum of which was recorded on May 21, 2010 at Entry No. 10956660 in Book 9827, Pages 2468-2476 in the Official Records (hereinafter the Original Lease and subsequent amendments are collectively referred to as the "Lease Agreement"). GSA IV acknowledges that the rents under the Lease Agreement were assigned to Wireless Capital Partners, LLC, a Delaware limited liability company, pursuant to that certain Purchase and Sale of Lease and Successor Lease dated January 3, 2006, a memorandum of which was recorded on January 20, 2006 at Entry No. 9615595 in Book 9245, Page 7875 in the Official Records (the "WCP Agreement") for the period between January 3, 2006 through May 10, 2021 (the "Assigned Period"). Subsequently, Wireless Capital Partners, LLC assigned all of its right, title and interest in the Lease Agreement to MW Cell REIT 1 LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Assignment recorded on June 4, 2007 at Entry 10121013 in Book 9473, Pages 4497-4502 in the Official Records, Grantor hereby assigns to GSA IV all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by

GSA IV, but at all times subject to and limited by the terms and conditions of this Easement, excluding, however, any right assigned to Wireless Capital Partners, LLC, or its successors, under the WCP Agreement. Grantor further assigns to GSA IV all of Grantor's right, title and interest in the WCP Agreement. GSA IV hereby indemnifies and agrees to hold Grantor harmless of and from any and all claims, actions and damages (including court costs and reasonable attorneys' fees) arising after the date of this Easement and brought against or suffered by Grantor by reason of any default, or breach by GSA IV, of the obligations imposed upon GSA IV as the successor to Grantor under the Lease Agreement by virtue of this Easement. Grantor hereby indemnifies and agrees to hold GSA IV harmless of and from any and all claims, actions and damages (including court costs and reasonable attorneys' fees) brought against or suffered by GSA IV by reason of any default, or breach by Grantor of the obligations imposed under the Lease Agreement arising from actions or occurrences that occurred on or before the date of this Easement.

- Area, whether separate or as part of a larger parcel of property, GSA IV shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If GSA IV fails to meet such bona fide offer within thirty (30) days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and GSA IV's rights hereunder. If GSA IV fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and GSA IV's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.
- 11. Real Estate Taxes. Grantor shall pay all real estate taxes on Grantor's Property; provided GSA IV agrees to reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the presence of wireless communications facilities within the Easement Area. Grantor agrees to provide GSA IV any documentation evidencing the increase and how such increase is attributable to GSA IV's use. GSA IV reserves the right to challenge any such assessment, and Grantor agrees to cooperate with GSA IV in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, GSA IV may, at its option, pay such real estate taxes (the "Delinquent Taxes") and GSA IV shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of 12% per annum (calculated from the date GSA IV pays the Delinquent Taxes until Grantor repays such sums due to GSA IV) and shall have a lien against Grantor's Property with respect thereto. Notwithstanding any language in this section to the contrary, GSA IV shall not be obligated to reimburse the Grantor for any applicable taxes unless Grantor requests such reimbursement within one (1) year after the date such taxes became due.
- 12. <u>Waiver of Subrogation</u>. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

# 13. Enforcement.

- a) In the event Grantor fails to cure any violation of the terms of this Easement within thirty (30) days after written notice from GSA IV, GSA IV shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in GSA IV's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by GSA IV as a result of such violation (including, without limitation, GSA IV's reasonable attorneys' fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.
- b) In the event GSA IV fails to cure any violation of the terms of this Easement within thirty (30) days after written notice from Grantor, Grantor shall have the right to injunctive relief, to require specific performance of this Easement, and to pursue an action for damages (including, without limitation, Grantor's reasonable attorneys' fees and all reasonable costs and expenses incurred by Grantor as a result of such violations). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof. Notwithstanding anything to the contrary in this Easement, in no event may Grantor terminate this Easement as a result of GSA IV's failure to cure any violation of the terms contained herein; however, such violation remaining uncured beyond any applicable cure period shall entitle Grantor to any monetary damages allowed by law.
- 14. <u>Limitation on Damages</u>. In no event shall either party be liable to the other for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement.
- 15. Hold Harmless. GSA IV hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by GSA IV of any representation, warranty, or covenant of GSA IV contained herein or (ii) any negligent act or omission of GSA IV, excepting however such damages as may be due to or caused by the acts of Grantor or its agents. Grantor hereby indemnifies, holds harmless, and agrees to defend GSA IV against all damages asserted against or incurred by GSA IV by reason of, or resulting from: (i) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of GSA IV or its agents.
- 16. Grantor's Covenant of Title. Grantor covenants: (a) Grantor has the right and authority to grant this Easement; (b) that subject to the terms and conditions of this Easement, GSA IV shall have quiet possession, use and enjoyment of the Easement Area; and (c) that Grantor shall execute such further assurances thereof as may be required.
- 17. <u>Non-Interference</u>. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area

pursuant to this Easement or the Lease Agreement or (ii) any condition on Grantor's Property which interferes with GSA IV's Permitted Use. Each of the covenants made by Grantor in this Section is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner.

- 18. <u>Eminent Domain</u>. If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to GSA IV.
- 19. Grantor's Property. Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property in any manner that will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects GSA IV's ability to utilize Grantor's Property for its Permitted Use.
- 20. <u>Applicable Law.</u> This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Easement shall in the State where the Easement is located.
- 21. Notices. All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

If to Grantor:

Randall G. Peters 1020 S. 700 W.

Salt Lake City, UT 84104

If to GSA IV:

Global Signal Acquisitions IV LLC Attn: Legal – Real Estate Dept. 2000 Corporate Drive Canonsburg, PA 15317

22. Assignment. The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. GSA IV has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, GSA IV has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any such sale or assignment of this Easement by GSA IV shall relieve GSA IV from any further liability or obligation accruing hereunder on or after the date of such sale or assignment.

- 23. Mortgages. Upon Grantor's prior written request, GSA IV agrees to subordinate this Easement to any mortgage, deed of trust, pledge or other security interest in Grantor's Property given by Grantor (each a "Mortgage") which, from time to time, may encumber all or a portion of Grantor's Property, including the Easement Area; provided, however, that GSA IV's obligation to subordinate this Easement is conditioned upon any such Mortgage holder providing GSA IV with a commercially reasonable non-disturbance agreement in a form reasonably satisfactory to GSA IV which, in substance, agrees that its occupancy of the Easement Area, including any rights of access and/or utilities related thereto, for the use and purposes herein described and all rights granted to GSA IV hereunder will not be disturbed and will remain in full force and effect throughout the term of this Easement.
- 24. <u>Construction of Easement</u>. Grantor and GSA IV acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party. The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

### 25. Miscellaneous.

- a) Recording. Grantor acknowledges that GSA IV intends to record this Easement.
- b) Entire Agreement. Grantor and GSA IV agree that this Easement contains all of the agreements, promises and understandings between Grantor and GSA IV.
- c) Successors and Assigns. The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of GSA IV and its successors and assigns.
- d) Partial Invalidity. If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

[Signature pages follow]

intending to be legally bound hereby, have			
first written above.	executed this Grant of	Lascincia de ti	ic day and year
	<b>GRANTOR:</b>		
		6	
	By:	and	
	RANDAL	L\G. PETEKS /	
		\ \ \ (	
STATE OF Utah	)		
COUNTY OF Salt Lake	)ss. )	V	

On this 7 day of Angust 2020, before me, the subscriber, a Notary Public in and for said State and County, personally appeared RANDALL G. PETERS, known or identified to me to be the person whose name is subscribed to the foregoing Grant of Easement and Assignment of Lease, and in due form of law acknowledged that he/she signed this instrument as his/her free and voluntary act for the uses and purposes mentioned in this instrument.

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

Notary Seal	
CHRIS LOWE Notary Public, State of Utah Commission #691013 My Commission Expires September 16, 2020	(Signature of Notary)
	( - B
	My Commission Expires: 9/14/20

**GSA IV** GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company

Print Name: Melanie Webb Senior Transaction Manager STATE OF <u>lexas</u> COUNTY OF Harris On this 21 day of 504 2020, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Melanic Webb, the St. Isanjach on Warager of GLOBAL SIGNAL ACQUISITIONS IV LLC, known or identified to me to be the person whose name is subscribed to the foregoing Grant of Easement and Assignment of Lease, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

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

Notary Seal	
CAROLYN KIMERY Notary Public, State of Texas	
Comm. Expires 03-10-2024 Notary ID 132396806	(Signature of

My Commission Expires: 3/10/2024

# EXHIBIT "A" TO GRANT OF EASEMENT

# [Description of Grantor's Property]

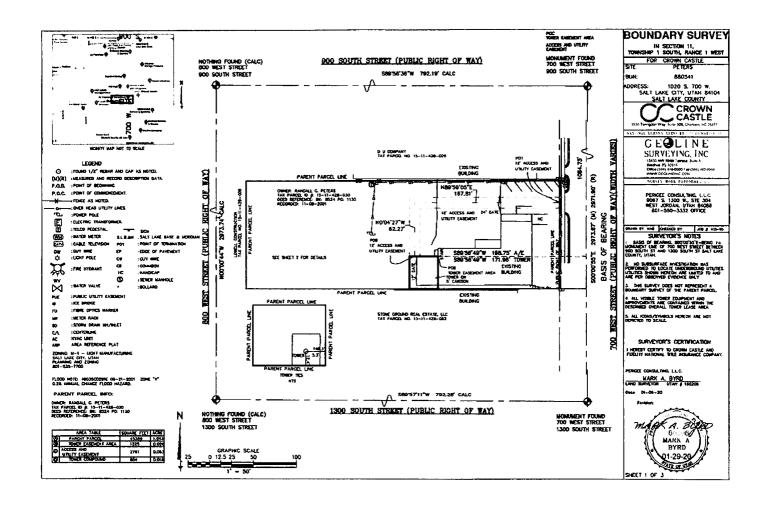
The land referred to herein below is situated in the County of Salt Lake, City of Salt Lake City, State of Utah and is described as follows:

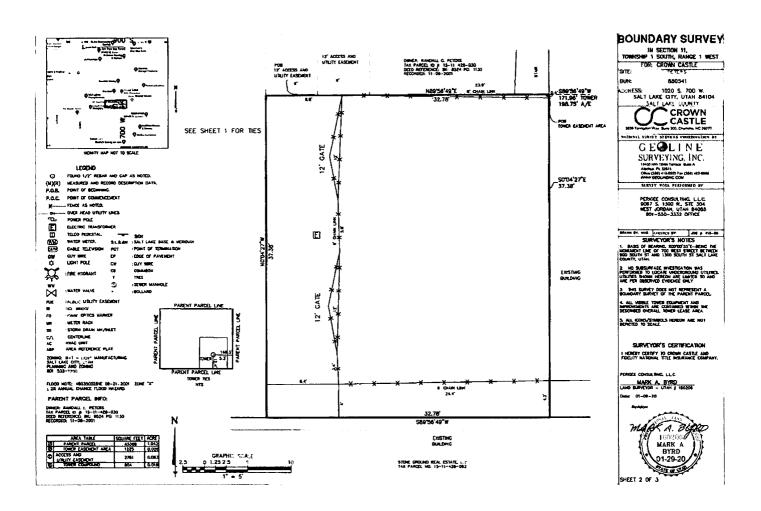
Commencing 115 feet North from the Southeast Corner of Lot 15, Block 8, 5 Acre Plat "B", Big Field Survey; North 125 feet; West 363 feet; South 125 feet; East 363 feet to the beginning.

Contains 1.04 acres.

# EXHIBIT "B" TO GRANT OF EASEMENT

[Site sketch including access road to property]





# EXHIBIT "C-1" TO GRANT OF EASEMENT

#### [Description of Easement Area]

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND ALSO BEING A PORTION OF LOT 15, BLOCK 8, FIVE ACRE PLAT B, SALT LAKE CITY SURVEY, SALT LAKE CITY, SALT LAKE COUNTY, UTAH, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT LOCATED AT 900 SOUTH AND 700 WEST STREETS; THENCE SOUTH 00°00'55" EAST, ALONG THE MONUMENT LINE OF 700 WEST STREET, 1064.73 FEET; THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°56'49" WEST, 171.96 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°04'27" EAST, 37.38 FEET TO THE SOUTHERLY LINE OF THE PARENT PARCEL; THENCE SOUTH 89°56'49" WEST, ALONG SAID SOUTHERLY LINE OF SAID PARENT PARCEL, 32.78 FEET; THENCE NORTH 00°04'27" WEST, 37.38 FEET; THENCE NORTH 89°56'49" EAST, 32.78 FEET TO THE POINT OF BEGINNING.

TOWER EASEMENT AREA CONTAINS 1225 SQUARE FEET OR 0.028 ACRES MORE OR LESS.

# EXHIBIT "C-2" TO GRANT OF EASEMENT

# [Description of Access Easement]

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND ALSO BEING A PORTION OF LOT 15, BLOCK 8, FIVE ACRE PLAT B, SALT LAKE CITY SURVEY, SALT LAKE CITY, SALT LAKE COUNTY, UTAH, AND BEING THE CENTERLINE OF A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT BEING 6 FEET EITHER SIDE OF THE FOLLOWING DESCRIPTION:

COMMENCING AT THE MONUMENT LOCATED AT 900 SOUTH AND 700 WEST STREETS; THENCE SOUTH 00°00'55" EAST, ALONG THE MONUMENT LINE OF 700 WEST STREET, 1064.73 FEET; THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°56'49" WEST, 198.75 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF THE TOWER EASEMENT AREA; THENCE NORTH 00°04'27" WEST, 62.27 FEET; THENCE NORTH 89°59'05" EAST, 167.81 FEET TO A POINT ON THE WESTERLY LINE OF 700 WEST STREET, SAID POINT ALSO BEING THE POINT OF TERMINATION.

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE WESTERLY LINE OF 700 SOUTH STREET AND THE NORTHERLY SIDE OF THE TOWER EASEMENT AREA.

12' ACCESS AND UTILITY EASEMENT AREA CONTAINS 2761 SQUARE FEET OR 0.063ACRES MORE OR LESS.