

After Recording Return To:

Legacy Equity Fund II, LLC
1962 E Stag Hill Circle
Draper, UT 84020

Parcel #14-094-0024

CELL TOWER EASEMENT AGREEMENT

This Cell Tower Easement Agreement (this "Agreement") is made as of this 10TH day of December, 2021, by and between Legacy Equity Fund II, LLC, a Utah limited liability company ("Grantor") and Q & H LLC, a Utah limited liability company ("Grantee").

RECITALS

A. Grantor is the owner of certain real property in Davis County, Utah described on Exhibit A attached hereto and commonly located at 680 N. Main Street, Clearfield, Utah 84015, Tax Parcel #14-094-0024 (the "Grantor Parcel").

B. The Grantor Parcel is currently encumbered by that certain Option and Land Lease Agreement by and between Grantee, as successor in interest to Stein Eriksen Family Partnership, LLLP, as Lessor, and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (together with its successors and assigns, "VAW"), as Lessee dated October 9, 2015 (the "Lease").

C. Pursuant to the Lease, VAW has leased a portion of the Grantor Parcel described on Exhibit B attached hereto containing approximately 1,560 square feet (the "Leased Premises") and has reserved to it certain rights of way (the "Right of Way") over the Grantor Parcel along a twelve foot (12') wide right-of-way extending from the nearest public right-of-way, Main Street, to the Leased Premises for purposes of accessing the Leased Premises as described on Exhibit C. As used herein, the Leased Premises and the Right of Way are sometimes collectively referred to as the "Premises".

D. VAW currently owns and operates a cell tower, together with all appurtenant telecommunication facilities on the Leased Premises (collectively, the "Cell Tower").

E. Grantee has requested a cell tower easement on the Premises for the purposes of Grantee retaining sufficient interest to the Grantor Parcel to remain as the "Lessor" under the Lease.

F. Grantor and Grantee are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the grant of easement and the payment by Grantee to Grantor of good and valuable consideration, the terms, covenants and conditions

hereof, and other good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee an exclusive easement over and across the Premises solely for the purpose of permitting Grantee and its agents, employees, contractors, licensees, tenants (including VAW, its successors and assigns and their agents, employees, contractors and licensees) (together the "Benefitted Parties") to (i) lease install, use, operate, maintain, repair and replace the Cell Tower and any future improvements, alterations or structures; and (ii) use the Right of Way for the purposes set forth in the Lease. Grantor further grants to Grantee an exclusive easement and interest to lease the Premises to VAW, its successors and assigns pursuant to the terms of the Lease for the Term of the Lease, including all extension rights of VAW or Grantee. This Agreement shall terminate upon the later to occur of (i) twenty-four (24) months after the expiration of the Term of the Lease, as may be extended; or (ii) the expiration of the term of any replacement lease entered into by Grantee for use of the Cell Tower, as such term may be extended. Grantee shall have the exclusive right to negotiate such replacement lease.

2. Expansion Rights; Amendments. Grantor acknowledges VAW's rights to expand the Leased Premises for the continued installation, operation and maintenance of the Cell Tower pursuant to the third paragraph of Section 1 of the Lease, which paragraph requires that Grantee approve the location of the "Additional Leased Area" (as defined in the Lease). Upon notice from Grantee to Grantor that VAW desires to exercise its rights to expand the Leased Premises under the Lease, Grantee shall seek the approval of Grantor of the location of the Additional Leased Area. Once Grantor, Grantee and VAW have agreed upon the location of the Additional Leased Area, Grantor and Grantee shall promptly enter into an amendment to this Agreement setting forth the new description of the Leased Premises. Grantee shall remit all rentals arising from the Expansion Area in the amount set forth in the Lease to Grantor. Except as set forth in this Section 2, Grantee may enter into amendments to the Lease without the consent of Grantor.

3. Repair Obligations. Grantee shall take commercially reasonable efforts to cause VAW to comply with the terms of the Lease with respect to repair and maintenance of the Premises.

4. Effect of Lease. The Lease shall be an encumbrance on the Grantor Parcel and Grantor's rights in the Grantor Parcel shall at all times be subject and subordinate to the Lease and this easements granted under this Agreement. Grantor shall not construct or alter the Grantor Property in a manner that interferes with or constitutes a default under the Lease. Grantee shall be entitled to all rental income and payments owing to the "Lessor" under the Lease and shall have no obligation to contribute any revenue to Grantor.

5. Miscellaneous Provisions.

2.1 Agreement to Run with Land; Termination. This Agreement shall run with the land as to all property benefited and burdened thereby, including any partition or division of such property. The rights, covenants, and obligations contained in this Agreement shall bind, burden, and benefit Grantor, Grantee, and their respective successors, assigns, lessees,

mortgagees, and beneficiaries under any deeds of trust. Upon expiration or earlier termination of the Lease, the Parties may enter into an instrument terminating this Agreement.

2.2 Attorneys' Fees. In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, including any action in U.S. Bankruptcy Court, the prevailing or non-defaulting party shall be entitled to recover such amount as the court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other amounts provided by law.

2.3 Notices. Any notice which a party desires to give to the other pursuant to this Agreement shall be in writing and shall be effective upon the earlier to occur of actual delivery or refusal of a party to accept delivery thereof, and shall be delivered by: (a) personal delivery; (b) United States certified or registered mail, postage prepaid, return receipt requested; or (c) nationally-recognized overnight courier service.

2.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one Agreement.

2.5 No Public Dedication. The easements, rights and privileges provided for in this Agreement shall be for the private use of the persons and entities herein described. Such easements, rights and privileges are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public.

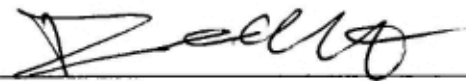
2.6 Indemnification. Grantor shall indemnify Grantee for any breach of the Lease that is not cured within applicable notice and cure periods set forth in the Lease.

2.7 Further Assurances. At any time upon reasonable request, the parties will execute all documents or instruments and will perform all lawful acts reasonably necessary or appropriate to secure the parties rights hereunder and to carry out the intent of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

GRANTOR:

Legacy Equity Fund II, LLC, a Utah limited liability company

By:  _____

David C. Werts, Manager

GRANTEE:

Q & H, LLC, a Utah limited liability company

By: _____

Jacob Abbott, Manager

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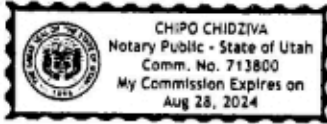
NOTARY

STATE OF UTAH

)ss.

County of Salt Lake

This instrument was acknowledged before me on December 10, 2021 by David C. Werts, Manager of Legacy Equity Fund II, LLC, a Utah limited liability company.



Chipo Chidziva
Notary Public for Utah
My Commission Expires: 8/28/24

STATE OF UTAH

)ss.

County of _____

This instrument was acknowledged before me on _____, 2021, by Jacob Abbott, Manager of Q & H, LLC, a Utah limited liability company.

Notary Public for _____
My Commission Expires: _____

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Notary Public for _____
My Commission Expires: _____

STATE OF UTAH

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County of Salt Lake

This instrument was acknowledged before me on Dec. 10, 2021, by Jacob Abbott, Manager of Q & H, LLC, a Utah limited liability company.

A C D

Notary Public for SLC, UT
My Commission Expires: 7/7/2022

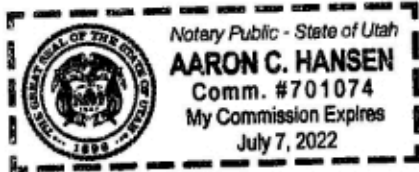


EXHIBIT A

Grantor's Property

BEGINNING ON THE EAST LINE OF U.S. HIGHWAY NO. 91, AT A POINT 491.8 FEET SOUTH AND 50 FEET EAST FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 231.8 FEET, MORE OR LESS, ALONG SAID HIGHWAY TO THE NORTHERLY LINE OF RIGHT OF WAY OF HILL FIELD INTERCHANGE ON INTERSTATE HIGHWAY 15; THENCE ALONG SAID RIGHT OF WAY LINE SOUTHEASTERLY 58 FEET, MORE OR LESS; THENCE NORTH 83°45' EAST 172 FEET, MORE OR LESS, TO THE WESTERLY RIGHT OF WAY LINE OF DAVIS AND WEBER COUNTIES CANAL; THENCE NORTHWESTERLY ALONG SAID CANAL RIGHT OF WAY (28 FEET WEST OF THE CENTERLINE THEREOF) TO A POINT DUE EAST OF THE POINT OF BEGINNING; THENCE WEST 118 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 14-094-0024

EXHIBIT B

Leased Premises

VERIZON WIRELESS LEASE SITE DESCRIPTION:

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH $00^{\circ}01'34''$ WEST 703.87 FEET ALONG SECTION LINE AND EAST 158.10 FEET FROM THE WEST QUARTER CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH $83^{\circ}45'00''$ EAST 65.00 FEET; THENCE SOUTH $06^{\circ}15'00''$ EAST 24.00 FEET; THENCE SOUTH $83^{\circ}45'00''$ WEST 65.00 FEET; THENCE NORTH $06^{\circ}15'00''$ WEST 24.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1560 SQ. FT. OR 0.036 ACRES, MORE OR LESS, (AS DESCRIBED).

EXHIBIT C

Rights of Way

VERIZON WIRELESS ACCESS AND UTILITY EASEMENT DESCRIPTION:

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

BEGINNING AT A POINT LOCATED SOUTH 00°01'34" WEST 690.83 FEET ALONG SECTION LINE AND EAST 222.05 FEET FROM THE WEST QUARTER CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 83°45'00" WEST 101.65 FEET, PARALLEL TO AND 6 FEET PERPENDICULARLY DISTANT FROM THE VZW LEASE SITE; THENCE SOUTH 86°50'45" WEST 71.12 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF MAIN STREET (US-91) AND TERMINATING.

CONTAINS: 0.048 ACRES, MORE OR LESS, (AS DESCRIBED).

VERIZON WIRELESS / ROCKY MOUNTAIN POWER UTILITY EASEMENT DESCRIPTION:
A 10 FOOT WIDE UTILITY EASEMENT FOR THE PURPOSE OF INSTALLING UNDERGROUND UTILITIES, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT AN EXISTING POWER POLE, SAID POINT BEING LOCATED SOUTH 00°01'34" WEST 657.97 FEET ALONG SECTION LINE AND EAST 148.48 FEET FROM THE WEST QUARTER CORNER OF SECTION 36, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 16°02'26" EAST 47.36 FEET, MORE OR LESS, TO THE NORTH LINE OF THE VERIZON WIRELESS LEASE AREA AND TERMINATING.

CONTAINS: 0.011 ACRES, MORE OR LESS, (AS DESCRIBED).