

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**



W2598379

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

E# 2598379 PG 1 OF 11
ERNEST D. ROWLEY, WEBER COUNTY RECORDER
28-Sep-12 0457 PM FEE \$31.00 DEP SY
REC FOR: INWEST TITLE SERVICES - LAYTON
ELECTRONICALLY RECORDED

~~191276~~ 191276 SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

OPTION AGREEMENT

Optionor: Keith B. Rounkles and Belinda B. Rounkles, husband and wife, as joint tenants with full rights of survivorship, and not as tenants in common

Optionee: Crown Castle Towers 09 LLC, a Delaware limited liability company

Site Address: 750 Ogden Canyon Road, Ogden City, Utah 84401

Site County: Weber

Assessor's Tax Parcel ID #: ~~20-133-0001~~ 20-133-0001

Site ID: Sal Hermitage (5800296)

IE

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

This document has been recorded electronically.
Please see the attached copy to view the County
Recorder's stamp as it now appears in the public record.
Date: 9-28-12 Entry: 2598379
Submitted by: Inwest Title Services, Inc.

~~1922~~ 191276 SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

OPTION AGREEMENT

Optionor: Keith B. Rounkles and Belinda B. Rounkles, husband and
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Optionee: Crown Castle Towers 09 LLC, a Delaware limited liability
company

Site Address: 750 Ogden Canyon Road, Ogden City, Utah 84401

Site County: Weber

Assessor's Tax Parcel ID #: ~~20020001~~ 20-133-0001

Site ID: Sal Hermitage (5800296)

OPTION AGREEMENT

THIS OPTION AGREEMENT (the "Agreement") is made this 24th day of September, 2012, by and between **KEITH B. ROUNKLES AND BELINDA B. ROUNKLES**, husband and wife, as joint tenants with full rights of survivorship, and not as tenants in common ("Optionor") and **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company ("Optionee").

WHEREAS, Optionor is the owner of that certain real property more particularly described on Exhibit "A" attached hereto ("Optionor's Property");

WHEREAS, Optionor and Optionee are parties to that certain Grant of Easement and Assignment of Lease of approximate date herewith, whereby Optionor granted and conveyed to Optionee a perpetual easement ("Easement") over and across a portion of Optionor's Property more particularly described on Exhibit "B" attached hereto ("Easement Area");

WHEREAS, the parties wish to enter into this Agreement granting Optionee the exclusive right to expand the Easement Area.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Option.** Optionee shall have the irrevocable option ("Option") to purchase a perpetual easement over a maximum of four hundred forty one and 9/10 (441.9) square feet of real property adjacent to the Easement Area at a location to be determined by the parties ("Additional Easement Area") on the same terms and conditions set forth in the Easement. Optionee may conduct any reasonable due diligence activities on the Additional Easement Area at any time after full execution of this Agreement. If Optionee elects to exercise the Option, after full execution of the Additional Easement Area Documents (as defined below), Optionee

shall pay a purchase price per square foot for the Additional Easement Area equal to the purchase price per square foot that Optionee paid to Optionor for the Easement Area pursuant to the Easement. Optionee may exercise the Option by providing written notice to Optionor at any time; provided, however, that following Optionee's delivery of notice to Optionor, Optionee may at any time prior to full execution of the Additional Easement Area Documents withdraw its election to exercise this Option if Optionee discovers or obtains any information of any nature regarding the Additional Easement Area which Optionee determines to be unfavorable in its sole discretion. Within 30 days after Optionee's exercise of the Option, Optionor agrees to execute and deliver any additional easement, amendment to the Easement, and other documents necessary to grant and record Optionee's interest in the Additional Easement Area ("Additional Easement Area Documents"). In addition, within 30 days after Optionee's exercise of the Option, Optionor shall obtain and deliver any documentation necessary to remove, subordinate or satisfy free the Additional Easement Area from any mortgages, deeds of trust, liens or encumbrances affecting the Additional Easement Area to Optionee's satisfaction.

2. **Consideration for Grant of Option.** The consideration paid by Optionee to Optionor for the grant of this option is One Thousand and 00/100 Dollars (\$1,000.00) ("Option Fee").

3. **Term of the Option.** The term of this exclusive grant of option shall commence on the date first written above and shall continue until the earlier of (i) Optionee exercising the option described herein; or (ii) termination of the Easement (the "Option Period").

4. **Termination and Expiration of Option.**

(A) **Right to Terminate Option.** Optionee shall have the right to terminate this Agreement at any time prior to the expiration of the Option Period, or any extension thereof, by sending written notice of termination to Optionor.

(B) **Expiration of Option Term.** If, upon expiration of the Option Period Optionee has not exercised the Option, this Agreement shall terminate. Upon termination for any reason, neither party shall have any further rights or duties hereunder. Optionor shall retain any fees previously paid.

5. **Optionor's Cooperation.** During the Option Period Optionor shall: (i) cooperate with Optionee in its efforts to perform its due diligence investigation and to obtain any approvals, including the successful conclusion of all appeals or the termination of any appeal periods; (ii) take no action that would affect the Additional Easement Area in a manner that would be adverse to the use thereof by Optionee; and (iii) permit Optionee and its employees, agents, contractors, engineers and surveyors free ingress and egress to and from the Additional Easement Area and Optionor's Property to perform the due diligence investigation.

6. **Indemnity.** Optionee agrees to indemnify, save harmless, and defend Optionor, its successors and assigns, from and against any and all claims, actions, damages, liability and expense in connection with personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Optionor's Property which results from a breach of this Agreement by Optionee. Optionee will not be liable for, and will not be required to indemnify, save harmless, or defend Optionor, its successors and assigns, from and against any claims arising from or attributable to the negligent or intentional act or omission of Optionor, or noncompliance with applicable laws, including federal and state environmental laws by Optionor, its

predecessors, successors or assigns. In no event will Optionee be liable for any punitive, consequential or special damage or damages in the nature of loss of business or loss profits.

7. **Notices.** Any notice, communication, request or reply (hereinafter severally and collectively, "Notice") regarding this Agreement shall be in writing and shall be given by: (a) established express delivery service which maintains delivery records; (b) hand delivery; or (c) certified or registered mail, postage prepaid, return receipt requested. Notice is 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. Notice shall be sent to the parties at the following addresses:

Optionor: Keith and Belinda Rounkles
750 Ogden Canyon Road
Ogden, Utah 84401

Optionee: Crown Castle Towers 09 LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317
Fax: (724) 416 – 4229

8. **Recording.** Optionee shall have the right to record this Agreement with the appropriate recording officer.

9. **Entire Agreement.** Optionor and Optionee agree that this Agreement contains all of the agreements, promises and understandings between Optionor and Optionee. No oral agreements, promises or understandings shall be binding upon either Optionor or Optionee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.

10. **Captions.** The captions preceding the sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

11. **Construction of Document.** Optionor and Optionee acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter.

12. **Applicable Law.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of, and venue shall lie in, the state where the property that is subject to this Agreement is located.


13. **Partial Invalidity.** If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

14. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

[Signature pages follow]

IN WITNESS WHEREOF, Optionee and Optionor, having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year first written above.

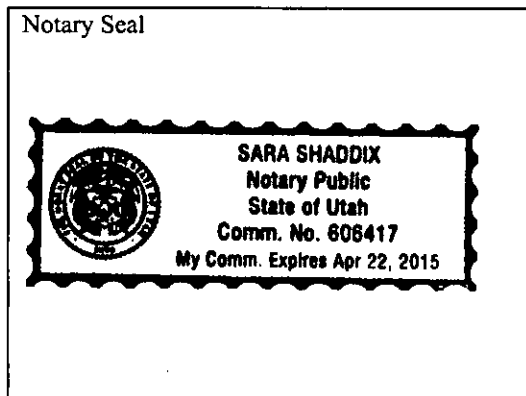
OPTIONOR:


By: 
KEITH ROUNKLES

STATE OF Utah)
COUNTY OF Weber)ss.

On this 24 day of September 2012, before me, the subscriber, a Notary Public in and for said State and County, personally appeared KEITH ROUNKLES, known or identified to me to be the person whose name is subscribed to the foregoing instrument, 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.




(Signature of Notary)
My Commission Expires: 4/22/15

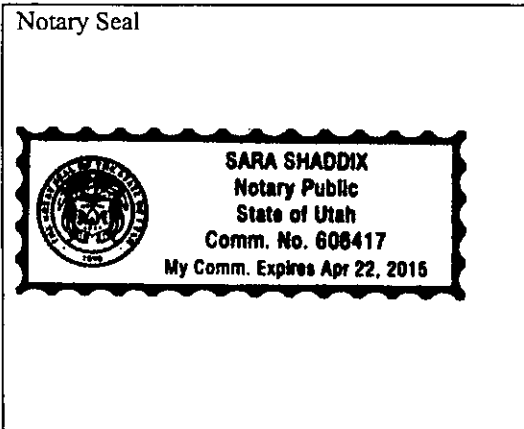
OPTIONOR:

By: *Belinda Roundles*
BELINDA ROUNKLES

STATE OF *Utah*)
COUNTY OF *Weber*)ss.
)

On this *24* day of *September* 2012, before me, the subscriber, a Notary Public in and for said State and County, personally appeared BELINDA ROUNKLES, known or identified to me to be the person whose name is subscribed to the foregoing instrument, 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.



Sara Shaddix
(Signature of Notary)

My Commission Expires: *4/22/15*

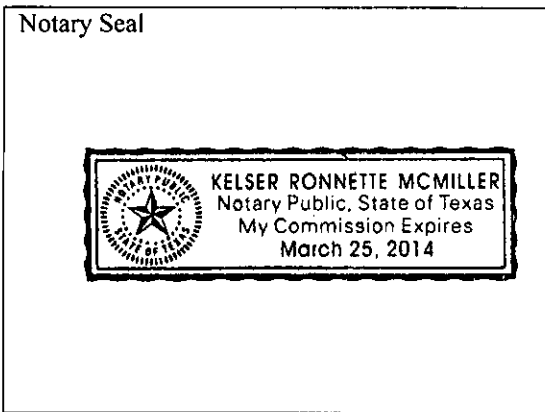
OPTIONEEE
CROWN CASTLE TOWERS 09 LLC, a
Delaware limited liability company

By: *Tracy Van Swol*
Print Name: Tracy Van Swol
Title: Real Estate Transaction Manager

STATE OF TEXAS)
)ss.
COUNTY OF HARRIS)

On this 24 day of SEPTEMBER 2012, before me, the subscriber, a Notary Public in and for said State and County, personally appeared TRACY VAN SWOL, the RET MGR. of CROWN CASTLE TOWERS 09 LLC, known or identified to me to be the person whose name is subscribed to the foregoing instrument, 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.



Kel M. Mc
(Signature of Notary)
My Commission Expires: 3-25-14

Exhibit "A"
[Description of the Optionor's Property]

All of Lot 1R, SLEEPY HOLLOW SUBDIVISION, according to the Official Plat thereof on file and of record in the Office of the Recorder of Weber County, Utah.

Exhibit "B"

[Description of Easement Area]

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 00°10'20" EAST 1412.69 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 18 AND SOUTH 84°31'26" WEST 1027.75 FEET AND SOUTH 84°31'26" WEST 195.00 FEET AND NORTH 89°43'01" WEST 104.50 FEET AND SOUTH 0°16'59" WEST 97.25 FEET AND SOUTH 89°43'01" EAST 61.86 FEET AND NORTH 00°00'00" EAST, 14.44 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 18, AND RUNNING THENCE NORTH 87°31'52" WEST, 12.15 FEET; THENCE SOUTH 89°50'35" WEST, 28.77 FEET; THENCE SOUTH 00°09'25" EAST, 0.57 FEET; THENCE SOUTH 87°44'06" WEST, 5.54 FEET; THENCE NORTH 00°00'00" EAST, 22.30 FEET; THENCE NORTH 89°34'37" EAST, 46.45 FEET; THENCE SOUTH 00°00'00" EAST, 22.30 FEET TO THE POINT OF BEGINNING. CONTAINS: 1012 SQ. FT. OR 0.023 ACRES, MORE OR LESS, (AS DESCRIBED).

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E# 2598378 PG 1 OF 21
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28-Sep-12 0457 PM FEE \$53.00 DEP SY
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Prepared by:
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Tempe, Arizona 85281

191276

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GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

Grantor: Keith B. Rounkles and Belinda B. Rounkles, husband and wife, as joint tenants with full rights of survivorship, and not as tenants in common

Grantee: Crown Castle Towers 09 LLC, a Delaware limited liability company

Site Address: 540 Ogden Canyon Road, Ogden City, Utah 84401

Site County: Weber

Assessor's Tax Parcel ID #: 201330001

Prior Recorded Document(s) in Weber County: June 25, 2010 at Instrument No. 2478903

Site ID: Sal Hermitage (5800296)

**This Grant of Easement conveys a right of first refusal.
The legal description of the property conveyed herein can be found on Exhibit C.**

5800296/E

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1. Description of Grantor's Property. Grantor is the owner of that certain land and premises in Ogden City, County of Weber, State of Utah, by Quit Claim Deed recorded on November 5, 1981, at Instrument No. 846787 in Book 1392 at Page 1068, in the Public Records of Weber County, Utah, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. Description of Easement. For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Grantee, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as a 1,012 square foot parcel within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C-1" attached hereto. The Grantor also grants to Grantee, its successors and assigns, as part of this Easement, the following rights and interests: (i) a non-exclusive, perpetual 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 foot wide right-of-way extending from the nearest public right-of-way (the "Access Easement"); and (ii) the right to install, replace and maintain utility wires, poles, cables, conduits and pipes along a ten foot wide right-of-way (the "Utility Easement"). The Access and Utility Easements are more particularly shown on the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibits "C-2" and "C-3" respectively (hereinafter the term "Easement Area" shall be deemed to also include the Access and Utility Easements unless stated to the contrary). In the event any public utility is unable or unwilling to use the above-described Utility Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to Grantee, either to Grantee or directly to the public utility at no cost and in a location acceptable to either Grantee or the public utility (the "Revised Utility Easement"). For any such Revised Utility Easement to be effective, such easement shall be recorded among the Public Records of Weber County, Utah. Also, Grantor hereby grants to Grantee, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in Grantee's discretion, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and Grantee shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement.

3. Easement Area. The Easement Area shall be used for constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment, and uses

incidental thereto for Grantee's use and the use of its lessees, licensees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that Grantee'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 Grantee on the Easement Area. If requested by Grantee, Grantor will execute, at Grantee'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 Grantee in Grantee's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Grantee. In furtherance of the foregoing, Grantor hereby appoints Grantee 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. **Perpetual Easement.** This Easement and Grantee's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

5. **Purchase Price, Down Payment and Installment Payments.** The purchase price for the rights and interest granted to Grantee pursuant to this Easement is One Hundred Eight Five Thousand and 00/100 Dollars (\$185,000.00) ("Purchase Price"). Upon full execution of this Easement by both parties Grantee shall pay a down payment on the Purchase Price in the amount set forth in Exhibit "D" attached hereto (the "Down Payment"). Thereafter, Grantee shall pay the remainder of the Purchase Price in monthly installment payments (each an "Installment Payment"). The due dates, amounts, number of Installment Payments are set forth in the payment schedule in Exhibit "D". Grantee shall have the right to pay off the remaining balance of the Purchase Price (the "Payoff Amount") at any time in accordance with the payment schedule in Exhibit "D", and upon payment of the Payoff Amount, no further Installment Payments shall be due to Grantor. Grantor and Grantee agree that all rights granted to Grantee in this Easement shall be fully vested in Grantee upon full execution of this Easement by both parties even though the Purchase Price will be paid in installments.

6. **Hazardous Materials.**

a) Grantee 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, Grantee 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) from the presence or release of any Hazardous Materials on the Easement Area if caused by Grantee or persons acting under Grantee. Grantee shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning Grantee'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 Grantee 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) from the presence or release of any Hazardous Materials on Grantor's Property unless caused by Grantee or persons acting under Grantee. Grantor shall execute such affidavits, representations and the like from time to time as Grantee 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 Material" 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.

7. **Insurance.** At all times, Grantee, 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 in connection with the operation of Grantee's business upon the Easement Area.

8. **Security of Grantee's Communications Facilities.** Grantee may construct a chain link or comparable fence around the perimeter of Grantee's communications facilities.

9. **Removal of Obstructions.** Grantee has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Grantee's use of the Easement Area. Grantee shall be responsible for disposing of any materials related to the removal of obstructions.

10. **Assignment of Lease Agreement.** The parties hereby acknowledge that certain Land Lease Agreement dated May 21, 2010 by and between Tower Development Corporation, as successor lessee to Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, and Grantor, as lessor ("Lease Agreement"), a memorandum of which was recorded on June 25, 2010 at Entry No. 2478903 in the Office of the Weber County Recorder, Utah. Grantor hereby assigns to

Grantee 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 Grantee.

11. Right of First Refusal. If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, Grantee 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 Grantee fails to meet such bona fide offer within thirty 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 Grantee's rights hereunder. If Grantee fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and Grantee'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.

12. Real Estate Taxes. Grantor shall pay all real estate taxes on Grantor's Property; provided Grantee agrees to pay or 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 Grantee any documentation evidencing the increase and how such increase is attributable to Grantee's use. Grantee reserves the right to challenge any such assessment, and Grantor agrees to cooperate with Grantee 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, Grantee may, at its option, pay such real estate taxes (the "Delinquent Taxes") and Grantee 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 Grantee pays the Delinquent Taxes until Grantor repays such sums due to Grantee) and shall have a lien against Grantor's Property with respect thereto.

13. Waiver of Subrogation. 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.

14. Enforcement. In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) days after written notice from Grantee, Grantee 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 Grantee's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by Grantee as a result of such violation (including, without limitation, Grantee'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.

15. Limitation on Damages. In no event shall Grantee be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

16. Recording. Grantor acknowledges that Grantee intends to record this Easement with the appropriate recording officer upon execution of this Easement. Grantor agrees that Grantee may remove Exhibit D to this Easement prior to recording. At Grantee's option, instead of recording this Easement, Grantor and Grantee will execute a memorandum of this Easement to be recorded with the appropriate recording officer.

17. Hold Harmless. Grantor hereby indemnifies, holds harmless, and agrees to defend Grantee against all damages asserted against or incurred by Grantee 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 Grantee or its agents. Grantee 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 Grantee of any representation, warranty, or covenant of Grantee contained herein or (ii) any negligent act or omission of Grantee, excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

18. Grantor's Covenant of Title. Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Easement, Grantee shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to Grantee's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

19. Non-Interference. From and after the date hereof and continuing until this Easement is terminated (if ever), Grantee and its lessees, licensees and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. 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 Grantee'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 of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

20. **Eminent Domain.** 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 the Grantee.

21. **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 if any such subdivision 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 Grantee's ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit Grantee from using the Easement Area for the uses intended by Grantee.

22. **Entire Agreement.** Grantor and Grantee agree that this Easement contains all of the agreements, promises and understandings between Grantor and Grantee. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

23. **Construction of Document.** Grantor and Grantee 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.

24. **Applicable Law.** This Grant of Easement and Rights-of-Way 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 Agreement shall be Weber County, Utah.

25. **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:

Keith and Belinda Rounkles
750 Ogden Canyon Road
Ogden, Utah 84401

If to Grantee:

Crown Castle Towers 09 LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal Department – Real Estate
2000 Corporate Drive
Canonsburg, PA 15317

26. **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. Grantee 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, Grantee has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon Grantee sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve Grantee from any further liability or obligation accruing hereunder on or after the date of the assignment.

27. **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.

28. **Mortgages.** This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and Grantee's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to Grantee a non-disturbance agreement for each such mortgage, in recordable form.

29. **Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of Grantee and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and Grantee's rights hereunder.

30. **Construction of Easement.** 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. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

31. Default.

(a) Notice of Default; Cure Period. In the event that there is a default by Grantor or Grantee (the "Defaulting Party") with respect to any of the provisions of this Easement or Grantor's or Grantee's obligations under this Easement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have sixty (60) days in which to cure any default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effectuate any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(b) Consequences of Grantee's Default. In the event that Grantor maintains any action or effectuates any remedies for default against Grantee, resulting in Grantee's dispossession or removal, (i) the Installment Payments shall be paid up to the date of such dispossession or removal and (ii) Grantor shall be entitled to recover from Grantee, in lieu of any other damages, as liquidated, final damages, a sum equal to the next six months Installment Payments; however, Grantee shall be relieved of any obligation to pay the remaining balance of the Purchase Price and Grantee shall not owe any Installment Payments (or interest) due after the date of dispossession or removal. In no event shall Grantee be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

(c) Consequences of Grantor's Default. In the event that Grantor is in default beyond the applicable periods set forth above, Grantee may, at its option, (i) terminate this Easement and be relieved of paying the remaining balance of the Purchase Price and performing all other obligations under this Easement, (ii) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or (iii) perform the obligation(s) of Grantor specified in the default notice, in which case any expenditures reasonably made by Grantee in so doing shall be deemed paid for the account of Grantor, and Grantor agrees to reimburse Grantee for said expenditures upon demand or Grantee may elect to offset from the Installments Payments any amount reasonably expended by Grantee as a result of such default.

32. IRS Form W-9. Grantor agrees to provide Grantee with a completed IRS Form W-9 or its equivalent (the "W-9 Form") upon execution of this Easement and at such other times as may be reasonably requested by Grantee. Grantor's failure to provide the W-9 Form within thirty (30) days after Grantee's request shall be considered a default and Grantee may take any action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from the Installment Payments. In the event the Grantor's Property is transferred, the successor in interest to Grantor's rights under this Easement (the "Successor Grantor") shall have a duty to provide Grantee with a deed evidencing the transfer of the Grantor's Property, a completed W-9 Form signed by the Successor Grantor, and other related

paperwork requested by Grantee (the "Transfer Documents") in order to effectuate a transfer in the payment of Installment Payments from Grantor to the Successor Grantor. Grantee shall have no obligation to pay Installment Payments to the Successor Grantor until Grantee receives the Transfer Documents.

33. Grantee's Right To Terminate. In the event that the Lease Agreement expires or terminates for any reason, Grantee shall have the unilateral right, but not the obligation, to terminate this Easement. Upon termination of this Easement, (i) Grantor may retain the Down Payment, the Prorated Interest, and any Installment Payments paid to Grantor prior to such termination, (ii) Grantee shall be relieved of any obligation to pay the remaining balance of the Purchase Price, and Grantee shall not owe any Installment Payments (or interest) due after the date of termination, and (iii) the parties shall have no further obligations to each other; provided, however, that Grantee shall, within a reasonable time, remove all of 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. Said termination shall be effective upon Grantee providing written notice of termination to Grantor.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor and Grantee, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement and Assignment of Lease as of the day and year first written above.

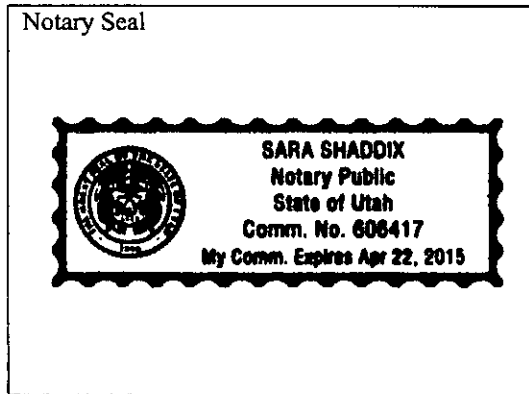
GRANTOR

By: *Keith B. Rounkles*
KEITH B. ROUNKLES

STATE OF Utah)
COUNTY OF Weber)ss.
)

On this 24 day of September 2012, before me, the subscriber, a Notary Public in and for said State and County, personally appeared KEITH B. ROUNKLES, 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.



Sara Shaddix
(Signature of Notary)

My Commission Expires: 7/22/15

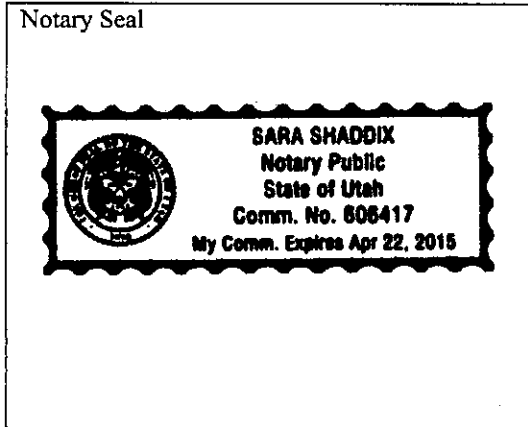
GRANTOR:

By: *Belinda B. Rounkles*
BELINDA B. ROUNKLES

STATE OF Utah)
COUNTY OF Weber)ss.
)

On this 24 day of September 2012, before me, the subscriber, a Notary Public in and for said State and County, personally appeared BELINDA B. ROUNKLES, 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.



Sara Shaddix
(Signature of Notary)
My Commission Expires: 4/22/15

GRANTEE
CROWN CASTLE TOWERS 09 LLC, a
Delaware limited liability company

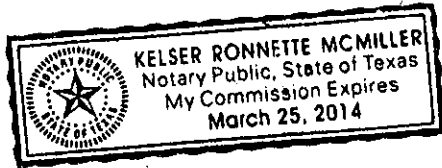
By: *Tracy Van Swol*
Print Name: Tracy Van Swol
Title: Real Estate Transaction Manager

STATE OF TEXAS)
)ss.
COUNTY OF HARRIS)

On this 24 day of SEPTEMBER 2012, before me, the subscriber, a Notary Public in and for said State and County, personally appeared TRACY VAN SWOL, the PET MGR of CROWN CASTLE TOWERS 09 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



Kelsa R. McMiller
(Signature of Notary)

My Commission Expires: 3-25-14

EXHIBIT "A"
TO GRANT OF EASEMENT

[Description of Grantor's Property]

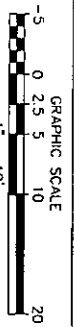
All of Lot 1R, SLEEPY HOLLOW SUBDIVISION, according to the Official Plat thereof on file and of record in the Office of the Recorder of Weber County, Utah.

Site Name: Sal Hermitage
BUN: 5800296

EXHIBIT "B"
TO GRANT OF EASEMENT

[Site sketch including access road to property]

Site Name: Sal Hermitage
BUN: 5800296



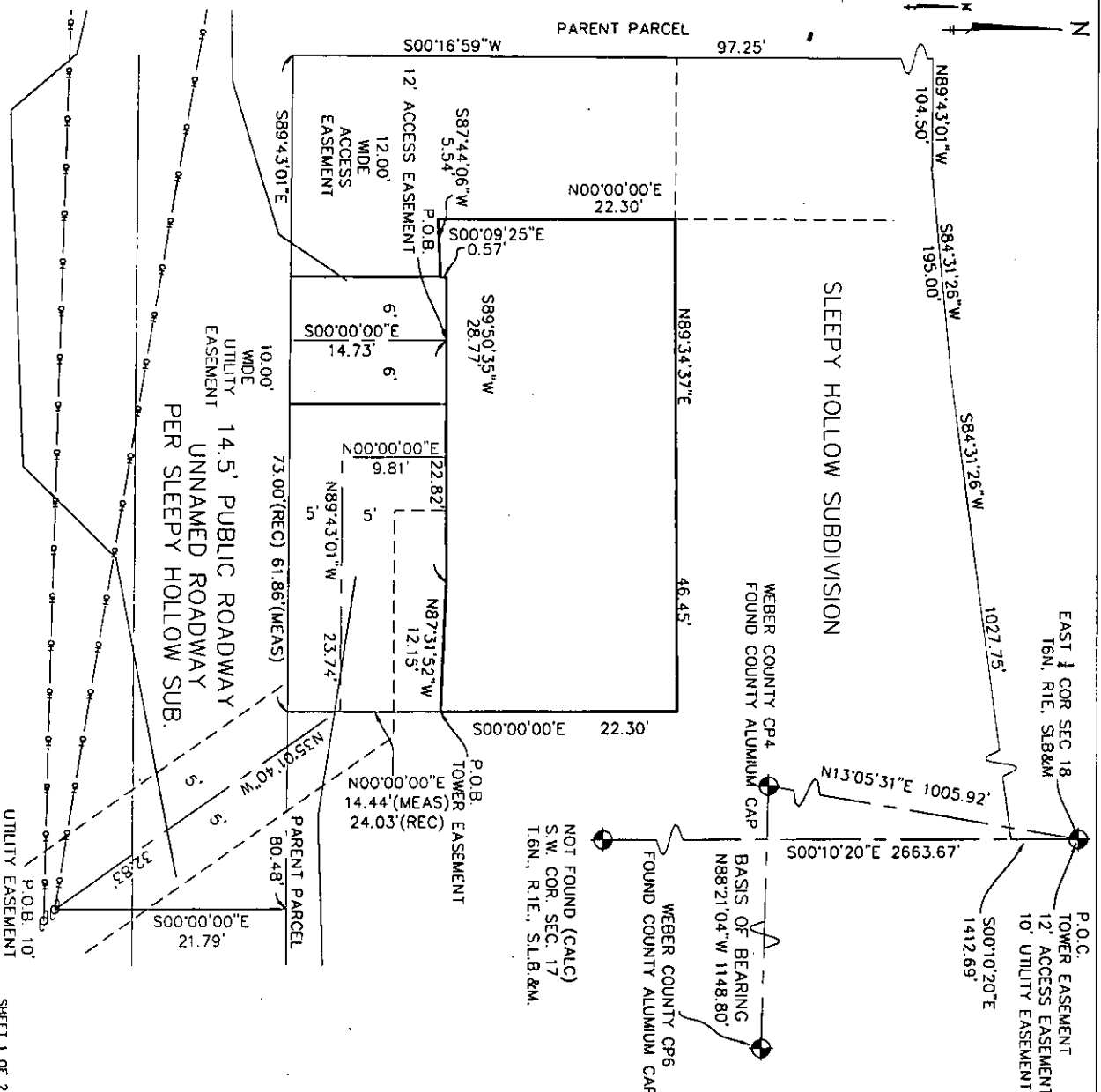
IDENTIFY MAP NOT TO SCALE
THURGOOD ENTERPRISES
TAX PARCEL ID # 14-053-0105

LEGEND

- FOUND 1/2" REBAR AND CAP AS NOTED.
- () RECORD DESCRIPTION DATA.
- P.O.B. POINT OF BEGINNING.
- P.O.C. POINT OF COMMENCEMENT.
- FENCE AS NOTED.
- OVER HEAD UTILITY LINES.
- WOOD UTILITY POLE.
- ⊕ ELECTRIC TRANSFORMER.
- ⊕ TELECOM PEDSTAL.
- ⊕ WATER METER.
- ⊕ CABLE TELEVISION.
- TRAP TOWNSHIP REFERENCE PLAT

ZONING: FOREST RESIDENTIAL ZONE FR-1
WEBER COUNTY PLANNING AND ZONING
FLOOD NOTE: 4903700238E 12-16-09 ZONE "X" &
4E
OWNER: KEITH B. & BELINDA B. BOURQUELES
TAX PARCEL ID # 20-133-0001
TAX PARCEL ID # 20-133-0001
RECORDED: 11/05/01, BOOK 1392, PAGE 1068

AREA TAG	SOULING FEET TAG
1	1.00
2	1.00
3	1.00
4	1.00
5	1.00
6	1.00
7	1.00
8	1.00
9	1.00
10	1.00
11	1.00
12	1.00
13	1.00
14	1.00
15	1.00
16	1.00
17	1.00
18	1.00
19	1.00
20	1.00



SHEET 1 OF 2

BOUNDARY SURVEY

IN SECTION 18,
TOWNSHIP 6 NORTH, RANGE 1 EAST
FOR: CHRYN CASTLE

SITE: SAIL HERMITAGE
BUN: 5600206
ADDRESS: 546 OGDEN CANYON RD.
OGDEN, UTAH 84401
WEBER COUNTY

3330 Sandpoint Way, Suite 300, Chandler, NC 28717
NATIONAL SURVEY SERVICES COORDINATION BY:
CELINE SURVEYING, INC.
10000 Highway 101, Suite 100
Asheville, NC 28815
Phone: (828) 418-6200 Fax: (828) 462-8888
www.celineinc.com
SURVEY WORK PERFORMED BY:

BYRD AND ASSOCIATES, L.L.C.
3100 STATE STREET
BOYDVILLE, UTAH 84602
801-292-0400 OFFICE
801-292-8216 FAX

- REMARKS OR: DATE RECORDED BY: JOB # 001-36
- SURVEYOR'S NOTES**
1. BASIS OF BEARING, N88°21'04"W, BEING THE ADJACENT ONE BEYOND WEBER COUNTY CP4 AND WEBER COUNTY CP6.
 2. NO SUBSURFACE INVESTIGATION WAS CONDUCTED TO LOCATE UNDERGROUND UTILITY LINES. ALL UTILITIES SHOWN ON THIS SURVEY ARE PER OBSERVED EVIDENCE ONLY.
 3. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.
 4. ALL VISIBLE TOWER EQUIPMENT AND THE IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO CHRYN CASTLE AND STEVEN TITEL CURRENTLY OWNERS.

BYRD AND ASSOCIATES, L.L.C.
MARK A. BYRD
LAND SURVEYOR - UTAH # 180206
Date: 08-16-2012
Revised:



EXHIBIT "C-1"
TO GRANT OF EASEMENT

[Description of Easement Area]

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 00°10'20" EAST 1412.69 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 18 AND SOUTH 84°31'26" WEST 1027.75 FEET AND SOUTH 84°31'26" WEST 195.00 FEET AND NORTH 89°43'01" WEST 104.50 FEET AND SOUTH 0°16'59" WEST 97.25 FEET AND SOUTH 89°43'01" EAST 61.86 FEET AND NORTH 00°00'00" EAST, 14.44 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 18, AND RUNNING THENCE NORTH 87°31'52" WEST, 12.15 FEET; THENCE SOUTH 89°50'35" WEST, 28.77 FEET; THENCE SOUTH 00°09'25" EAST, 0.57 FEET; THENCE SOUTH 87°44'06" WEST, 5.54 FEET; THENCE NORTH 00°00'00" EAST, 22.30 FEET; THENCE NORTH 89°34'37" EAST, 46.45 FEET; THENCE SOUTH 00°00'00" EAST, 22.30 FEET TO THE POINT OF BEGINNING.
CONTAINS: 1012 SQ. FT. OR 0.023 ACRES, MORE OR LESS, (AS DESCRIBED).

Site Name: Sal Hermitage
BUN: 5800296

EXHIBIT "C-2"
TO GRANT OF EASEMENT

[Description of Access Easement Area]

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

BEGINNING AT A POINT LOCATED SOUTH 00°10'20" EAST 1412.69 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 18 AND SOUTH 84°31'26" WEST 1027.75 FEET AND SOUTH 84°31'26" WEST 195.00 FEET AND NORTH 89°43'01" WEST 104.50 FEET AND SOUTH 00°16'59" WEST 97.25 FEET AND SOUTH 89°43'01" EAST 61.86 FEET AND NORTH 00°00'00" EAST, 14.44 FEET AND NORTH 87°31'52" WEST, 12.15 FEET AND SOUTH 89°50'35" WEST, 22.82 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 18, AND RUNNING THENCE SOUTH 00°00'00" EAST, 14.73 FEET, MORE OR LESS, TO THE SOUTH LINE OF LOT 1 OF THE SLEEPY HOLLOW SUBDIVISION AND TERMINATING.

CONTAINS: 177 SQ. FT. MORE OR LESS, (AS DESCRIBED).

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE NORTHERLY RIGHT OF WAY LINE OF UNNAMED ROADWAY AND THE SOUTHERLY LINE OF THE TOWER EASEMENT.

EXHIBIT "C-3"
TO GRANT OF EASEMENT

[Description of Utility Easement Area]

A 10.00 FOOT WIDE UTILITY EASEMENT 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A UTILITY POLE, SAID POINT BEING SOUTH 00°10'20" EAST 1412.69 FEET ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 18 AND SOUTH 84°31'26" WEST 1027.75 FEET AND SOUTH 84°31'26" WEST 195.00 FEET AND NORTH 89°43'01" WEST 104.50 FEET AND SOUTH 0°16'59" WEST 97.25 FEET AND SOUTH 89°43'01" EAST 80.48' FEET AND SOUTH 00°00'00" EAST, 21.79 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 18, AND RUNNING THENCE NORTH 35°01'40" WEST 32.83 FEET; THENCE NORTH 89°43'01" WEST 23.74 FEET; THENCE NORTH 00°00'00" EAST, 9.81 FEET TO THE SOUTH LINE OF THE TOWER LEASE AREA AND THE POINT OF TERMINUS.

CONTAINS 338 SQ. FT. MORE OR LESS (AS DESCRIBED)

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE NORTHERLY RIGHT OF WAY LINE OF UNNAMED ROADWAY AND THE SOUTHERLY LINE OF THE TOWER EASEMENT.

EXHIBIT "D"
TO GRANT OF EASEMENT

[Payment Schedule]

Site Name: Sal Hermitage
BUN: 5800296

