



James Baker
The Lyle Company
3140 Gold Camp Drive #30
Rancho Cordova, CA 95670
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Crown Castle
1220 Augusta Drive #500
Houston, TX 77057

**An Authorized Vendor of
Crown Castle**

May 31, 2016

Willard City Corporation
Attn: Teri Fellenz
80 W 50 S
Willard, UT 84340
(270) 724-2418

RE: Business Unit # 829092
Site Name: Willard Water

Dear Teri:

This letter agreement ("**Letter Agreement**") sets forth the terms of an agreement related to the acquisition of a one hundred (100) year term easement ("**Transaction**") by Crown Castle Towers 09 LLC, a Delaware limited liability company ("**Grantee**") from Willard City Corporation ("**Grantor**"), over, under and across a 2,500 square foot parcel of real estate identified by Grantee as the above Business Unit located in Willard City, Box Elder County, Utah, together with access and utilities easements ("**Property**").

For and in consideration of Fifty Dollars (\$50.00) to be paid by Grantee to Grantor within thirty (30) days after full execution of this Letter Agreement, the parties agree as follows:

1. For and in consideration of a purchase price of **One Hundred Fifty Eight Thousand Seven Hundred Sixty and No/100 Dollars (\$158,760.00)** ("**Purchase Price**"), Grantor will enter into a Grant of Easement and Assignment of Lease with Grantee substantially in the form attached as **Exhibit A** ("**Agreement**"), pursuant to which Grantee will acquire an easement over, under and across the Property for a term of one hundred (100) years. Grantee shall make a down payment on the Purchase Price at closing in the amount of **Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00)** ("**Down Payment**"). Thereafter, Grantee shall pay the Purchase Price in one hundred eighty (180) consecutive monthly installments of **One Thousand One Hundred and**

No/100 Dollars (\$1,100.00) (each an **"Installment Payment"**), which includes interest on the balance of the Purchase Price at a rate of three and three quarters percent (3.75%) per year. At closing, in addition to the Down Payment, Grantee shall pay to Grantor, in advance, interest that will accrue prior to the first Installment Payment excluding any interest that will be included in the first Installment Payment. The first Installment Payment shall be due on the first day of the third month following closing, and each subsequent Installment Payment shall be due on the first day of each successive month thereafter. Section 5 of the Agreement will be modified to provide that Grantee may not pay off the remaining balance of the Purchase Price without Grantor's consent. An estimated payment schedule is attached as Exhibit A. An actual payment schedule (**"Actual Payment Schedule"**) will be attached as an exhibit to the Agreement. In case of any conflict or inconsistency between Exhibit A to this Letter Agreement and the Actual Payment Schedule, the Actual Payment Schedule shall control.

2. Currently Grantor and T-Mobile West Tower LLC, a Delaware limited liability company, are parties to a lease for all or a portion of the Property (**"Lease"**). As further consideration of the Purchase Price, Grantor will assign to Grantee its interest in the Lease. The defined term "Transaction" as used in this Letter Agreement shall include the assignment of Grantor's interest in the Lease. If applicable, at the closing of the Transaction, the Purchase Price shall be reduced by an amount equal to the portion of any rent or other payments previously paid to Grantor pursuant to the Lease for any period of time after the closing of the Transaction.
3. Consummation of the Transaction will be subject to:
 - a. approval of this Letter Agreement by Grantee's property committee;
 - b. the execution and delivery by Grantor of all forms required by applicable taxing authorities, and any documents required by Grantee's title insurer evidencing the authority of the party executing such documents on Grantor's behalf;
 - c. performance by Grantee of environmental screening of the Property's soil conditions with results satisfactory to Grantee and its lender;
 - d. receipt by Grantee of a survey in form and substance satisfactory to Grantee ("Survey");
 - e. Grantee's receipt of a title commitment with respect to the Property, to be obtained, stating that Grantor has good, indefeasible and marketable fee simple title to the Property, free and clear of all liens and encumbrances except such matters as may be acceptable to Grantee; and
 - f. Grantee's receipt of an executed consent, nondisturbance and attornment agreement (or similar document) from Grantor's lender related to the Agreement in a form satisfactory to Grantee in its sole discretion.
4. Upon satisfaction of the contingencies described in Section 3 of this Letter Agreement to Grantee's sole satisfaction, the parties shall execute the Agreement.

5. From the date of this Letter Agreement until the Agreement is fully executed, Grantor shall not directly or indirectly solicit, initiate or encourage submission of proposals or offers relating to any disposition or encumbrance of the Property in whole or in part.
6. Irrespective of whether the Transaction is consummated, Grantee and Grantor each will pay its own out-of-pocket expenses.
7. Notwithstanding anything to the contrary contained herein, Grantee has the complete right to terminate this Letter Agreement prior to closing without damages.
8. Grantor shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.
9. Grantor agrees that the information contained in this Letter Agreement and other information conveyed by Grantee to Grantor concerning the Transaction, whether written or oral, constitutes confidential information that will not be disclosed without the prior written consent of Grantee.
10. Grantor acknowledges that the Grantee does not provide tax advice, and that the Grantor shall be responsible for any income tax liability incurred by Grantor as a result of the Transaction. Grantor understands that it should consult its own tax and/or accounting professional regarding tax-related questions.
11. The Agreement shall include a legal description of the Property to be inserted by Grantee upon Grantee's receipt of the Survey.
12. Grantor represents and warrants that:
 - a. Grantor is duly authorized and has the full power, right and authority to enter into this Letter Agreement, and subject to the following item 12.b, to perform Grantor's obligations herein;
 - b. Grantor understands that if the Property is subject to a mortgage, deed of trust or is otherwise used as collateral for a loan, then the consent of Grantor's lender to the Transaction is probably required. Grantor understands that if such consent is required then failure to obtain such consent could place Grantor in default of such loan and subject the Property to foreclosure by such lender. Grantor hereby holds harmless Grantee from any cost, damage or liability which Grantor may incur as a result of closing this Transaction without such consent. Grantor agrees to sign a Letter of Authorization in the form attached as **Exhibit B** to allow Grantee to discuss and negotiate with Grantor's lender to obtain a consent, nondisturbance and attornment agreement related to the Agreement;
 - c. Grantor has no knowledge of any pending or threatened condemnation proceedings or other similar proceedings relating to the Property;

- d. Grantor has no knowledge of any special or general assessment levied, pending or threatened against the Property;
 - e. There is no litigation or proceedings pending, or to Grantor's knowledge threatened, against or relating to the Property in whole or in part;
 - f. Grantor agrees that Grantee may, but shall not be obligated to, extend any time periods set forth herein in order to (a) determine whether these representations and warranties are true and correct and (b) permit Grantor to perform any corrective actions necessary to make such representations and warranties true and correct as of the closing; and,
 - g. From the date of this Letter Agreement through the date that Grantor executes the Agreement, Grantor shall use its best efforts to ensure that the foregoing representations and warranties shall remain true and correct and Grantor shall promptly notify Grantee if any representation or warranty is or possibly may not be true or correct. Grantor's representations, warranties and covenants shall survive the closing.
13. Grantor agrees that Grantee has the right, in its sole discretion, to assign its rights and interest in this Letter Agreement to any person or entity without the consent of the Grantor.
14. Grantee shall have the right and option (the "**Option**"), exercisable at any time, and from time to time, following the full execution of the Agreement, to amend the Agreement for no additional consideration except as provided herein, to include up to a maximum of 780 (39' x 20') square feet of real property adjacent to the Easement Area (the "**Additional Easement Area**"). Grantee may conduct any reasonable due diligence activities on the Additional Easement Area at any time after full execution of the Agreement. Grantee may exercise the Option by providing written notice to Grantor at any time and from time to time; provided, however, that following Grantee's delivery of notice to Grantor, Grantee may at any time prior to full execution of the Additional Easement Area Documents (as defined herein) withdraw its election to exercise the Option if Grantee discovers or obtains any information of any nature regarding the Additional Easement Area which Grantee determines to be unfavorable in its sole discretion. Within thirty (30) days after Grantee's exercise of the Option, Grantor agrees to execute and deliver an amendment to the Agreement, a memorandum of amendment (each of which may include a metes and bounds description of the property), and any other documents necessary to grant and record Grantee's interest in the Additional Easement Area ("**Additional Easement Area Documents**"). Upon delivery of the Additional Easement Area Documents Grantee shall pay to Grantor an amount equal to the product of (i) the number of square feet of Additional Easement Area set forth in Grantee notice of exercise of the Option and (ii) a fraction, the numerator of which is the Purchase Price and the denominator of which is the total square feet of the Easement Area immediately prior to the exercise of the Option. In addition, within thirty (30) days after Grantee's exercise of the Option, Grantor shall obtain and deliver any documentation necessary to remove, subordinate or satisfy any mortgages,

deeds of trust, liens or encumbrances affecting the Additional Easement Area to Grantee's satisfaction.

15. Grantor and Grantee agree that the Agreement will be in substantially the form attached as **Exhibit C**.
16. Section 33 of the Agreement shall be modified with language substantially as follows: In the event that the Lease expires or terminates for any reason, Grantee shall have the unilateral right, but not the obligation, to terminate the Agreement. Upon termination of the Agreement, Grantee shall pay the remaining balance of the Purchase Price in accordance with the terms set forth in the Agreement and 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 exclusive 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.
17. If Grantee abandons the Easement Area, and it remains abandoned for a period in excess of five (5) years, Grantor may terminate the Agreement only after first providing written notice to Grantee and giving Grantee the opportunity to reclaim the Easement Area within thirty (30) days of receipt of said written notice. In the event Grantee fails to reclaim the Easement Area within the thirty (30) day period, Grantor may thereafter terminate the Agreement by providing written notice of termination to Grantee. Upon termination of the Agreement, the Agreement shall become null and void and all of the parties shall have no further obligations to each other. Upon termination of the Agreement, Grantee shall, within one hundred twenty (120) days from the date of such termination, remove its building(s), tower and all above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

(Signatures on following page)

If this Letter Agreement accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to the undersigned the enclosed copy of this letter.

Grantor:
Willard City Corporation

Grantor:
Willard City Corporation

By: _____
Name: Kenneth Braegger
Title: Mayor
Date: _____

By: _____
Name: Teri Fellenz
Title: City Recorder
Date: _____

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

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A to Letter Agreement

Estimated Payment and Payoff Amount Schedule

One Hundred Eighty Consecutive Monthly Installment Payments	
Purchase Price	\$158,760.00
Down Payment (paid at closing)	\$7,500.00
Payoff Amount after Down Payment prior to first Installment Payment	\$151,260.00
Installment Payment	\$1,100.00
Interest Rate	3.75%

#	Principal	Interest	Payment Amount	Remaining Balance
Down	\$7,500.00		\$7,500.00	\$151,260.00
1	\$627.31	\$472.69	\$1,100.00	\$150,632.69
2	\$629.27	\$470.73	\$1,100.00	\$150,003.41
3	\$631.24	\$468.76	\$1,100.00	\$149,372.18
4	\$633.21	\$466.79	\$1,100.00	\$148,738.96
5	\$635.19	\$464.81	\$1,100.00	\$148,103.77
6	\$637.18	\$462.82	\$1,100.00	\$147,466.60
7	\$639.17	\$460.83	\$1,100.00	\$146,827.43
8	\$641.16	\$458.84	\$1,100.00	\$146,186.27
9	\$643.17	\$456.83	\$1,100.00	\$145,543.10
10	\$645.18	\$454.82	\$1,100.00	\$144,897.92
11	\$647.19	\$452.81	\$1,100.00	\$144,250.73
12	\$649.22	\$450.78	\$1,100.00	\$143,601.51
13	\$651.25	\$448.75	\$1,100.00	\$142,950.26
14	\$653.28	\$446.72	\$1,100.00	\$142,296.98
15	\$655.32	\$444.68	\$1,100.00	\$141,641.66
16	\$657.37	\$442.63	\$1,100.00	\$140,984.29
17	\$659.42	\$440.58	\$1,100.00	\$140,324.87
18	\$661.48	\$438.52	\$1,100.00	\$139,663.38
19	\$663.55	\$436.45	\$1,100.00	\$138,999.83
20	\$665.63	\$434.37	\$1,100.00	\$138,334.21
21	\$667.71	\$432.29	\$1,100.00	\$137,666.50
22	\$669.79	\$430.21	\$1,100.00	\$136,996.71
23	\$671.89	\$428.11	\$1,100.00	\$136,324.82
24	\$673.98	\$426.02	\$1,100.00	\$135,650.84
25	\$676.09	\$423.91	\$1,100.00	\$134,974.75
26	\$678.20	\$421.80	\$1,100.00	\$134,296.54
27	\$680.32	\$419.68	\$1,100.00	\$133,616.22
28	\$682.45	\$417.55	\$1,100.00	\$132,933.77
29	\$684.58	\$415.42	\$1,100.00	\$132,249.19
30	\$686.72	\$413.28	\$1,100.00	\$131,562.47
31	\$688.87	\$411.13	\$1,100.00	\$130,873.60
32	\$691.02	\$408.98	\$1,100.00	\$130,182.58
33	\$693.18	\$406.82	\$1,100.00	\$129,489.40
34	\$695.35	\$404.65	\$1,100.00	\$128,794.05
35	\$697.52	\$402.48	\$1,100.00	\$128,096.54
36	\$699.70	\$400.30	\$1,100.00	\$127,396.84
37	\$701.88	\$398.12	\$1,100.00	\$126,694.95
38	\$704.08	\$395.92	\$1,100.00	\$125,990.87
39	\$706.28	\$393.72	\$1,100.00	\$125,284.60
40	\$708.49	\$391.51	\$1,100.00	\$124,576.11
41	\$710.70	\$389.30	\$1,100.00	\$123,865.41
42	\$712.92	\$387.08	\$1,100.00	\$123,152.49
43	\$715.15	\$384.85	\$1,100.00	\$122,437.34
44	\$717.38	\$382.62	\$1,100.00	\$121,719.96
45	\$719.63	\$380.37	\$1,100.00	\$121,000.33

#	Principal	Interest	Payment Amount	Remaining Balance
46	\$721.87	\$378.13	\$1,100.00	\$120,278.46
47	\$724.13	\$375.87	\$1,100.00	\$119,554.33
48	\$726.39	\$373.61	\$1,100.00	\$118,827.94
49	\$728.66	\$371.34	\$1,100.00	\$118,099.27
50	\$730.94	\$369.06	\$1,100.00	\$117,368.33
51	\$733.22	\$366.78	\$1,100.00	\$116,635.11
52	\$735.52	\$364.48	\$1,100.00	\$115,899.59
53	\$737.81	\$362.19	\$1,100.00	\$115,161.78
54	\$740.12	\$359.88	\$1,100.00	\$114,421.66
55	\$742.43	\$357.57	\$1,100.00	\$113,679.23
56	\$744.75	\$355.25	\$1,100.00	\$112,934.48
57	\$747.08	\$352.92	\$1,100.00	\$112,187.40
58	\$749.41	\$350.59	\$1,100.00	\$111,437.98
59	\$751.76	\$348.24	\$1,100.00	\$110,686.23
60	\$754.11	\$345.89	\$1,100.00	\$109,932.12
61	\$756.46	\$343.54	\$1,100.00	\$109,175.66
62	\$758.83	\$341.17	\$1,100.00	\$108,416.83
63	\$761.20	\$338.80	\$1,100.00	\$107,655.64
64	\$763.58	\$336.42	\$1,100.00	\$106,892.06
65	\$765.96	\$334.04	\$1,100.00	\$106,126.10
66	\$768.36	\$331.64	\$1,100.00	\$105,357.74
67	\$770.76	\$329.24	\$1,100.00	\$104,586.98
68	\$773.17	\$326.83	\$1,100.00	\$103,813.82
69	\$775.58	\$324.42	\$1,100.00	\$103,038.24
70	\$778.01	\$321.99	\$1,100.00	\$102,260.23
71	\$780.44	\$319.56	\$1,100.00	\$101,479.79
72	\$782.88	\$317.12	\$1,100.00	\$100,696.92
73	\$785.32	\$314.68	\$1,100.00	\$99,911.60
74	\$787.78	\$312.22	\$1,100.00	\$99,123.82
75	\$790.24	\$309.76	\$1,100.00	\$98,333.58
76	\$792.71	\$307.29	\$1,100.00	\$97,540.87
77	\$795.18	\$304.82	\$1,100.00	\$96,745.69
78	\$797.67	\$302.33	\$1,100.00	\$95,948.02
79	\$800.16	\$299.84	\$1,100.00	\$95,147.86
80	\$802.66	\$297.34	\$1,100.00	\$94,345.19
81	\$805.17	\$294.83	\$1,100.00	\$93,540.02
82	\$807.69	\$292.31	\$1,100.00	\$92,732.34
83	\$810.21	\$289.79	\$1,100.00	\$91,922.12
84	\$812.74	\$287.26	\$1,100.00	\$91,109.38
85	\$815.28	\$284.72	\$1,100.00	\$90,294.10
86	\$817.83	\$282.17	\$1,100.00	\$89,476.27
87	\$820.39	\$279.61	\$1,100.00	\$88,655.88
88	\$822.95	\$277.05	\$1,100.00	\$87,832.93
89	\$825.52	\$274.48	\$1,100.00	\$87,007.41
90	\$828.10	\$271.90	\$1,100.00	\$86,179.31
91	\$830.69	\$269.31	\$1,100.00	\$85,348.62

Perpetual Easement – Installment

Exhibit A to Letter Agreement - Estimated Payment and Payoff Amount Schedule

Exhibit A to Letter Agreement

Estimated Payment and Payoff Amount Schedule

#	Principal	Interest	Payment Amount	Remaining Balance	#	Principal	Interest	Payment Amount	Remaining Balance
92	\$833.29	\$266.71	\$1,100.00	\$84,515.33	137	\$958.90	\$141.10	\$1,100.00	\$44,194.53
93	\$835.89	\$264.11	\$1,100.00	\$83,679.44	138	\$961.89	\$138.11	\$1,100.00	\$43,232.64
94	\$838.50	\$261.50	\$1,100.00	\$82,840.94	139	\$964.90	\$135.10	\$1,100.00	\$42,267.74
95	\$841.12	\$258.88	\$1,100.00	\$81,999.82	140	\$967.91	\$132.09	\$1,100.00	\$41,299.83
96	\$843.75	\$256.25	\$1,100.00	\$81,156.07	141	\$970.94	\$129.06	\$1,100.00	\$40,328.89
97	\$846.39	\$253.61	\$1,100.00	\$80,309.68	142	\$973.97	\$126.03	\$1,100.00	\$39,354.92
98	\$849.03	\$250.97	\$1,100.00	\$79,460.65	143	\$977.02	\$122.98	\$1,100.00	\$38,377.90
99	\$851.69	\$248.31	\$1,100.00	\$78,608.96	144	\$980.07	\$119.93	\$1,100.00	\$37,397.83
100	\$854.35	\$245.65	\$1,100.00	\$77,754.61	145	\$983.13	\$116.87	\$1,100.00	\$36,414.70
101	\$857.02	\$242.98	\$1,100.00	\$76,897.60	146	\$986.20	\$113.80	\$1,100.00	\$35,428.50
102	\$859.70	\$240.30	\$1,100.00	\$76,037.90	147	\$989.29	\$110.71	\$1,100.00	\$34,439.21
103	\$862.38	\$237.62	\$1,100.00	\$75,175.52	148	\$992.38	\$107.62	\$1,100.00	\$33,446.84
104	\$865.08	\$234.92	\$1,100.00	\$74,310.44	149	\$995.48	\$104.52	\$1,100.00	\$32,451.36
105	\$867.78	\$232.22	\$1,100.00	\$73,442.67	150	\$998.59	\$101.41	\$1,100.00	\$31,452.77
106	\$870.49	\$229.51	\$1,100.00	\$72,572.17	151	\$1,001.71	\$98.29	\$1,100.00	\$30,451.06
107	\$873.21	\$226.79	\$1,100.00	\$71,698.96	152	\$1,004.84	\$95.16	\$1,100.00	\$29,446.22
108	\$875.94	\$224.06	\$1,100.00	\$70,823.02	153	\$1,007.98	\$92.02	\$1,100.00	\$28,438.24
109	\$878.68	\$221.32	\$1,100.00	\$69,944.34	154	\$1,011.13	\$88.87	\$1,100.00	\$27,427.11
110	\$881.42	\$218.58	\$1,100.00	\$69,062.92	155	\$1,014.29	\$85.71	\$1,100.00	\$26,412.81
111	\$884.18	\$215.82	\$1,100.00	\$68,178.74	156	\$1,017.46	\$82.54	\$1,100.00	\$25,395.35
112	\$886.94	\$213.06	\$1,100.00	\$67,291.80	157	\$1,020.64	\$79.36	\$1,100.00	\$24,374.72
113	\$889.71	\$210.29	\$1,100.00	\$66,402.09	158	\$1,023.83	\$76.17	\$1,100.00	\$23,350.89
114	\$892.49	\$207.51	\$1,100.00	\$65,509.59	159	\$1,027.03	\$72.97	\$1,100.00	\$22,323.86
115	\$895.28	\$204.72	\$1,100.00	\$64,614.31	160	\$1,030.24	\$69.76	\$1,100.00	\$21,293.62
116	\$898.08	\$201.92	\$1,100.00	\$63,716.23	161	\$1,033.46	\$66.54	\$1,100.00	\$20,260.16
117	\$900.89	\$199.11	\$1,100.00	\$62,815.34	162	\$1,036.69	\$63.31	\$1,100.00	\$19,223.48
118	\$903.70	\$196.30	\$1,100.00	\$61,911.64	163	\$1,039.93	\$60.07	\$1,100.00	\$18,183.55
119	\$906.53	\$193.47	\$1,100.00	\$61,005.11	164	\$1,043.18	\$56.82	\$1,100.00	\$17,140.37
120	\$909.36	\$190.64	\$1,100.00	\$60,095.76	165	\$1,046.44	\$53.56	\$1,100.00	\$16,093.94
121	\$912.20	\$187.80	\$1,100.00	\$59,183.55	166	\$1,049.71	\$50.29	\$1,100.00	\$15,044.23
122	\$915.05	\$184.95	\$1,100.00	\$58,268.50	167	\$1,052.99	\$47.01	\$1,100.00	\$13,991.24
123	\$917.91	\$182.09	\$1,100.00	\$57,350.59	168	\$1,056.28	\$43.72	\$1,100.00	\$12,934.97
124	\$920.78	\$179.22	\$1,100.00	\$56,429.81	169	\$1,059.58	\$40.42	\$1,100.00	\$11,875.39
125	\$923.66	\$176.34	\$1,100.00	\$55,506.16	170	\$1,062.89	\$37.11	\$1,100.00	\$10,812.50
126	\$926.54	\$173.46	\$1,100.00	\$54,579.61	171	\$1,066.21	\$33.79	\$1,100.00	\$9,746.29
127	\$929.44	\$170.56	\$1,100.00	\$53,650.17	172	\$1,069.54	\$30.46	\$1,100.00	\$8,676.74
128	\$932.34	\$167.66	\$1,100.00	\$52,717.83	173	\$1,072.89	\$27.11	\$1,100.00	\$7,603.86
129	\$935.26	\$164.74	\$1,100.00	\$51,782.57	174	\$1,076.24	\$23.76	\$1,100.00	\$6,527.62
130	\$938.18	\$161.82	\$1,100.00	\$50,844.39	175	\$1,079.60	\$20.40	\$1,100.00	\$5,448.02
131	\$941.11	\$158.89	\$1,100.00	\$49,903.28	176	\$1,082.97	\$17.03	\$1,100.00	\$4,365.04
132	\$944.05	\$155.95	\$1,100.00	\$48,959.23	177	\$1,086.36	\$13.64	\$1,100.00	\$3,278.69
133	\$947.00	\$153.00	\$1,100.00	\$48,012.23	178	\$1,089.75	\$10.25	\$1,100.00	\$2,188.93
134	\$949.96	\$150.04	\$1,100.00	\$47,062.27	179	\$1,093.16	\$6.84	\$1,100.00	\$1,095.77
135	\$952.93	\$147.07	\$1,100.00	\$46,109.34	180	\$1,095.77	\$4.23	\$1,100.00	\$0.00
136	\$955.91	\$144.09	\$1,100.00	\$45,153.43	TOTAL	\$158,760.00	\$46,740.00	\$205,500.00	

Exhibit B to Letter Agreement

Letter of Authorization

Willard City Corporation, as owner(s) of a parcel of real estate located in Willard City, Box Elder County, Utah (“Property”) and as the borrower pursuant to any mortgages, deeds of trust, or similar security agreements in favor of:

Lender Name:

Account Number:

- 1.
- 2.
- 3.

(the “Lender(s)”) that encumber the Property, hereby authorize

- (i) Crown Castle Towers 09, LLC, a Delaware limited liability company, and its affiliates and the employees, agents or contractors thereof (collectively, “Crown”),

to discuss, negotiate, and otherwise communicate with Lender(s) to obtain a Consent, Nondisturbance and Attornment Agreement (or similar document) related to Crown’s proposed purchase of a perpetual easement over the Property including a proposed assignment of an existing lease on the Property.

Date: _____

Date: _____

Signature

Signature

Print Name

Print Name

Exhibit C to Letter Agreement

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

Empty space for recording information, separated by a vertical line.

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

Facilities:	BUSINESS UNIT NUMBER
Street Address:	FACILITIES ADDRESS
City:	FACILITIES MUNICIPAL LOCALE
County:	FACILITIES COUNTY LOCALE
State:	STATE

between

Crown Castle Towers 09 LLC,
a Delaware limited liability company ("Crown")

and

LANDOWNER'S NAME ("Grantor")

**GRANT OF EASEMENT AND
ASSIGNMENT OF LEASE**

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the "Easement") is made effective this ____ day of _____, 20__, by and between _____ [Insert Individual(s) or Company], [Insert Marital Status or Entity State and Entity Type, as applicable] ("Grantor") and Crown Castle Towers 09 LLC, a Delaware limited liability company ("Crown").

1. Description of Grantor's Property. Grantor is the owner of that certain land and premises in _____, County of _____, State of _____, by grant or conveyance described in the Public Records of _____ County, _____ at Official Records Book _____, Page _____, 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 sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Crown, 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 _____ feet by _____ feet 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" attached hereto. The Grantor also grants to Crown, its successors and assigns, as part of this Easement, an 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 thirty foot wide right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown in the Site Plan attached hereto as Exhibit "B" and described by metes and bounds in Exhibit "C" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). In the event Crown or any public

utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to Crown, to Crown or at Crown's request, directly to a public utility, at no cost and in a location acceptable to Crown (the "Additional Access Easement"). For any such Additional Access Easement to be effective, such easement shall be recorded among the Public Records of _____ County, State of _____. Also, Grantor hereby grants to Crown, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in Crown's discretion, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and Crown 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 (i) constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and (ii) uses incidental thereto, including without limitation, testing of any kind, for Crown'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 Crown'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 Crown on the Easement Area. If requested by Crown, Grantor will execute, at Crown'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 Crown in Crown's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Crown. In furtherance of the foregoing, Grantor hereby appoints Crown 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 Crown'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 Crown pursuant to this Easement is _____

Dollars (\$_____00) ("Purchase Price"). Upon full execution of this Easement by both parties, (i) Crown shall pay a down payment on the Purchase Price in the amount set forth in Exhibit D attached hereto (the "Down Payment") and (ii) Crown shall pay to Grantor, in advance, interest that will accrue prior to the first Installment Payment (as defined below) excluding any interest that will be included in the first Installment Payment (the "Prorated Interest"). The parties agree that the Prorated Interest shall be in the amount set forth on Exhibit D. Thereafter, Crown shall pay the remainder of the Purchase Price in monthly installment payments (each an "Installment Payment") which includes interest on the balance of the Purchase Price at the annual interest rate set forth in Exhibit D (the "Interest Rate"). The due dates, amounts, number of Installment Payments, and allocation of principal and interest of each Installment Payment are set forth in the payment schedule in Exhibit D. Crown 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 (or interest) shall be due to Grantor. Grantor and Crown agree that all rights granted to Crown in this Easement shall be fully vested in Crown upon full execution of this Easement by both parties even though the Purchase Price will be paid in installments.

6. Hazardous Materials.

(a) Crown 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, Crown 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 Crown or persons acting under Crown. Crown shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning Crown'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 Crown 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 Crown or persons acting under Crown. Grantor shall execute such affidavits, representations and the like from time to time as Crown 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.

7. Insurance. At all times, Crown, 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 Crown's business upon the Easement Area.

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

9. Removal of Obstructions. Crown has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Crown's use of the Easement Area. Crown 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 [insert name of lease agreement] dated _____, _____ by and between _____, as lessee, and Grantor, as lessor ("Lease Agreement"). Grantor hereby assigns to Crown 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 Crown.

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, Crown 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 Crown 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 Crown's rights hereunder. If

Crown fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and Crown'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 Crown 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 Crown any documentation evidencing the increase and how such increase is attributable to Crown's use. Crown reserves the right to challenge any such assessment, and Grantor agrees to cooperate with Crown 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, Crown may, at its option, pay such real estate taxes (the "Delinquent Taxes") and Crown 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 Crown pays the Delinquent Taxes until Grantor repays such sums due to Crown) 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 Crown, Crown 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 Crown's discretion to cure such violation and charge Grantor with all reasonable

costs and expenses incurred by Crown as a result of such violation (including, without limitation, Crown'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 Crown 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 Crown intends to record this Easement with the appropriate recording officer upon execution of this Easement. Grantor agrees that Crown may remove Exhibit D to this Easement prior to recording. At Crown's option, instead of recording this Easement, Grantor and Crown 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 Crown against all damages asserted against or incurred by Crown 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 Crown or its agents. Crown 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 Crown of any representation, warranty, or covenant of Crown contained herein or (ii) any negligent act or omission of Crown, 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, Crown 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 Crown'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), Crown 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 Crown's Permitted Use. Each of the covenants made by Grantor in this Section 19 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 Crown.

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 Crown'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 Crown from using the Easement Area for the uses intended by Crown.

Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

22. Entire Agreement. Grantor and Crown agree that this Easement contains all of the agreements, promises and understandings between Grantor and Crown. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Crown 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 Crown 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 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 be _____ County, State of _____.

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:

GRANTOR'S PRIMARY CONTACT
GRANTOR'S NOTICE ADDRESS
GRANTOR'S CITY, STATE and ZIP

Crown Castle Towers 09 LLC
c/o Crown Castle USA Inc.
General Counsel

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. Crown 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, Crown 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 Crown sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve Crown 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, deed of trust, pledge or other security interest in the 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 the holder of any such Mortgage shall recognize (i) the validity of this Easement in the event of foreclosure of any interest(s) in Grantor's Property and (ii) Crown's right to occupy the Property, including any rights of access and/or utilities related thereto. Simultaneously with the execution of this Easement, Grantor, at its sole cost and expense, shall obtain and furnish to Crown a non-disturbance agreement, in recordable form, reasonably acceptable to Crown for any pre-existing Mortgage(s) which may encumber all or a portion of Grantor's Property, including the Easement Area. Following the full execution of this Easement and prior to the recordation of this Easement, Grantor, at its sole cost and expense, shall obtain and furnish to Crown a non-disturbance agreement, in

recordable form, reasonably acceptable to Crown for any subsequent Mortgage(s) that may encumber all or a portion of the Grantor's Property, including the Easement Area.

29. Successors and Assigns. The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of Crown 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 Crown'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 Crown (the "Defaulting Party") with respect to any of the provisions of this Easement or Grantor's or Crown'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 Crown's Default. In the event that Grantor maintains any action or effectuates any remedies for default against Crown, resulting in Crown'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 Crown, in lieu of any other damages, as liquidated, final damages, a sum equal to the next six months Installment Payments; however, Crown shall be relieved of any obligation to pay the remaining balance of the Purchase Price and Crown shall not owe any Installment Payments (or interest) due after the date of dispossession or removal. In no event shall Crown 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, Crown 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 Crown in so doing shall be deemed paid for the account of Grantor, and Grantor agrees to reimburse Crown for said expenditures upon demand or Crown may elect to offset from the Installments Payments any amount reasonably expended by Crown as a result of such default.

32. IRS Form W-9. Grantor agrees to provide Crown 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 Crown. Grantor's failure to provide the W-9 Form within thirty (30) days after Crown's request shall be considered a default and Crown 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 Crown 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 Crown (the "Transfer Documents") in order to effectuate a transfer in the payment of Installment Payments from Grantor to the Successor Grantor. Crown shall have no obligation to pay Installment Payments to the Successor Grantor until Crown receives the Transfer Documents.

33. Crown's Right To Terminate. In the event that the Lease Agreement expires or terminates for any reason, Crown 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) Crown shall be relieved of any obligation to pay the remaining balance of the Purchase Price, and Crown 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 Crown 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** Crown providing written notice of termination to Grantor.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor and Crown, 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.

Witness:

Grantor:

[Type Individual or Entity Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Witness:

Grantor:

[Type Individual or Entity Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Witness:

Crown:

Crown Castle Towers 09 LLC,
a Delaware limited liability company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[Acknowledgements appear on the following page]

EXHIBIT A

GRANTOR'S PROPERTY

[insert page break]

EXHIBIT B

SITE PLAN

[insert page break]

EXHIBIT C

EASEMENT AREA AND ACCESS EASEMENT

[insert page break]

EXHIBIT D

PAYMENT SCHEDULE