When Recorded Mail To:

Central Telcom Services, LLC, Attn: Brett Johnson PO Box #7 Fairview, UT 84629 12365266 09/14/2016 02:24 PM \$21 . G.D Book - 10476 F0 - 133-137 GARRY W. CITT RECORDER SALT LEKE 1047 P 1614 CENTRAL FELFON SERVICE: PO BOW WY FAIRVIEW UTAH 84529 SY: LAP OFPUTY - WI 5 P.

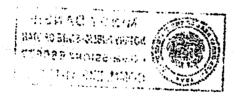
## **EASEMENT** (Fiber Communications)

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, 4 INDEPENDENCE, LLC, a Utah limited liability company, and MT. JORDAN LIMITED PARTNERSHIP, a Utah limited partnership (collectively "GRANTOR"), hereby grants, conveys and sets over unto Central Telcom Services, LLC ("GRANTEE"), its successors and assigns, a ten (10) foot wide, non-exclusive, perpetual easement, for the sole purposes of constructing, reconstructing, operating, replacing and maintaining fiber communications systems and facilities (including fiber optic lines and related equipment and facilities) (the "Fiber Easement"), insofar as the Fiber Easement lies within such property as may be owned by such respective GRANTOR, all of which property is located in Salt Lake County, State of Utah, which is more particularly described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein (the "Easement Property").

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, TOGETHER WITH a right of ingress and egress in said GRANTEE, its officers, employees, representatives, agents and assigns as is reasonably necessary to access the Easement Property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said fiber communications systems and facilities. Any disturbance to the Easement Property caused by GRANTEE or its contractors or agents during any period of construction, reconstruction, operation, repair, replacement or maintenance shall be promptly restored by GRANTEE or the contractor or agent performing the work, to as near its original condition as is reasonably possible. GRANTOR shall have the right to grant additional easements within the Easement Property, and to otherwise use the Easement Property in any manner, provided such other easements and/or use shall not unreasonably interfere with the easement rights granted to the GRANTEE hereunder. The Fiber Easement granted herein shall be used and enjoyed by GRANTEE in such a manner as not to unreasonably interfere with, obstruct or delay any other utilities, other easements, or rights of property owners, within and upon the Easement Property, which currently are or in the future may be installed or granted within such Easement Property.

This easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE. This easement may be signed in counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the GRANTOR has executed this easement effective as of the day of <u>September</u> , 2016.
GRANTOR:
4 INDEPENDENCE, LLC, a Utah limited MT. JORDAN LIMITED PARTNERSHIP, a Utah limited partnership
By: DAI Partners, LLC, a Utah limited liability company  By: Shipp Its: Manager  By: Shipp Its: Manager
STATE OF UTAH )
COUNTY OF SALT LAKE )
The foregoing instrument was acknowledged before me this 4 day of Stytember, 2016, by Matt Shipp, a Manager of DAI Partners, LLC, a Utah limited liability company, the manager of 4 Independence, LLC, a Utah limited liability company.  Notary Public
My Commission Expires: 11-19-2016
STATE OF UTAH ) : SS.  COUNTY OF SALT LAKE  MINDY DANSIE NOTARY PUBLIC-STATE OF UTAH COMMISSION# 660677 COMM. EXP. 11-19-2016
The foregoing instrument was acknowledged before me this 14 day of Syntember, 2016, by G. Lyn Kimball, as Managing General Partner of Mt. Jordan Limited Partnership, a
Utah limited partnership.  Notary Public  My Commission Expires:
My Commission Expires:



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## EASEMENT PROPERTY EXHIBIT A

## **10, MIDE FIBER EASEMENT**

PPRTICULARLY DESCRIBED AS FOLLOWS: TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN SALT LAKE COUNTY, UTAH, MORE TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN SALT LAKE COUNTY, UTAH, MORE

231°29'19"W 218.11 FEET); THENCE N53°56'26"W 10.00 FEET TO THE POINT OF BEGINNING. (RADIUS BEARS: N62°16'39"W) TO THE RIGHT 218.32 FEET THROUGH A CENTRAL ANGLE OF 8°31'57" (CHORD: THENCE N65°35'41"W 554.90 FEET; THENCE ALONG THE ARC OF A 1466.00 FOOT RADIUS NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 6°54'11" (CHORD: S20°57'13"W 43.83 FEET); THENCE S24°24'19"W 120.72 FEET; S17°30'08"W 134.85 FEET; THENCE ALONG THE ARC OF A 364.00 FOOT RADIUS CURVE TO THE RIGHT 43.85 FEET FEL 70.28 FEET THROUGH A CENTRAL ANGLE OF 5°50'10" (CHORD: S20°25'13"W 70.25 FEET); THENCE 92°00'55" (CHORD: 569°20'45"W 50.36 FEET); THENCE ALONG THE ARC OF A 690.00 FOOT RADIUS CURVE TO THE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE LEFT 56.21 FEET THROUGH A CENTRAL ANGLE OF THE RIGHT 66.31 FEET THROUGH A CENTRAL ANGLE OF 13°19'49" (CHORD: N71°18'42"W 66.16 FEET); THENCE 10.00 FEET; THENCE N77°58'34"W 375.89 FEET; THENCE ALONG THE ARC OF A 285.00 FOOT RADIUS CURVE TO WAGE OF 13°19'49" (CHORD: 571°18'42"E 63.84 FEET); THENCE 577°58'34"E 375.89 FEET; THENCE 512°01'24"W (2) COURSES: ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT 63.98 FEET THROUGH A CENTRAL 64.75 FEET) TO THE SOUTH LINE OF ROYAL MILE ROAD; THENCE ALONG SAID SOUTH LINE THE FOLLOWING TWO FOOT RADIUS CURVE TO THE RIGHT 72.27 FEET THROUGH A CENTRAL ANGLE OF 92°00'52" (CHORD: N69°20'45"E THROUGH A CENTRAL ANGLE OF 5°50'10" (CHORD: N20°25'13"E 71.27 FEET); THENCE ALONG THE ARC OF A 45.00 THEREOF; THENCE ALONG SAID LINE AND THE ARC OF A 700.00 FOOT RADIUS CURVE TO THE RIGHT 71.30 FEET 47.92 FEET); THENCE NI7°30'08"E 134.85 FEET TO THE EAST LINE OF SKYFALL DRIVE AND THE EXTENSION FOOT RADIUS CURVE TO THE LEFT 42.65 FEET THROUGH A CENTRAL ANGLE OF 6°54'11" (CHORD: N20°57'13"E FEET); THENCE S65°35'41"E 554.37 FEET; THENCE N24°24'19"E 110.72 FEET; THENCE ALONG THE ARC OF A 354.00 N53°44'38"E) TO THE LEFT 226.30 FEET THROUGH A CENTRAL ANGLE OF 8°54'18" (CHORD: N31°48'13"E 226.07 SAID EASTERLY LINE AND THE ARC OF A 1456.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: COBMER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG LOCATED 589°46'54"W ALONG THE SECTION LINE 270.38 FEET AND SOUTH 1565.87 FEET FROM THE NORTHEAST BEGINNING AT A POINT ON THE EASTERLY LINE OF PORTER ROCKWELL BLVD., SAID POINT BEING

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## EXHIBIT B DEPICTION OF EASEMENT PROPERTY

See attached.

