# Memorandum of Understanding

This Memorandum of Understanding (the Memorandum) is made on this June 5, 2018 by and between: Brett S. and Cindy L. Gurney, of 180 S Dairy Rd, Central Valley, Utah 84754, and; CentraCom, of 35 S State Street, Fairview, Utah 84629, and; Sevier County aka Sevier County Road Department of 689 W 2630 S, Richfield, Utah 84701

WHEREAS Centracom desired to place telecommunications facilities on the Gurney property aka Parcel 4-308-52 located at 180 S Dairy Rd;

WHEREAS Sevier County Roads approved an excavation permit to locate facilities on the Gurney property;

WHEREAS the telecommunications facilities were installed outside of an existing right of way, requiring a right of way to be issued for the newly installed telecommunications facilities.

#### Purpose

The purpose of this Memorandum is to provide the details and compensation provided in exchange for the right of way on the Gurney property.

# Obligations of the Parties to this MOU Agreement

## **Obligation of CentraCom:**

CentraCom will provide to the Gurney's without cost for a period of 3 (three) years:

- Highest residential Internet service available, and upgrades as they become available, also includes CentraWifi and CentraGuard products.
- Over the Top Video service <u>when</u> it is available to residential customers and for a period of three years.

At the end of the first 3 year term, there will be an automatic renewal for an additional 2 (two) years for all the services listed above with the costs now being billed at 50% of current rates.

CentraCom will also straighten the existing gate attachment and repair it as necessary for proper operation, CentraCom will also clean marking paint on the Gurney's driveway.

#### **Obligation of Sevier County:**

Sevier County Road Department will provide to the Gurney's on a one time basis and without cost to the Gurneys:

- 1-2 Loads of Gravel as deemed necessary to improve the entrance to their field.
- Upon execution of this Memorandum, Sevier County Road Department will provide the Gurney's a check for \$1000.

### Obligation of The Gurney's:

The Gurney's will provide to CentraCom without any further cost:

- · A right of way for telecommunications facility already installed.
- Authorization to access additional right of way on property to install telecommunications service to the home.

#### **Dispute Resolution**

By signing the MOU, all parties agree the dispute has been resolved, with no outstanding items, and hereby release the other parties from all liability, claims and demands.

## Non-Disclosure of Agreement

By signing the MOU, all parties agree to not disclose any compensation details of the MOU, including but not limited to, financial compensation, real property, or free or discounted service given by any parties to other parties to this MOU. Failure to comply to the non-disclosure portion of this agreement nullifies and voids this MOU, unless the disclosure is required by law.

## Signatories

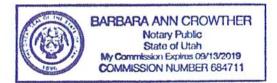
This Agreement shall be signed on behalf of the Gurney Property by Brett S. and Cindy L. Gurney, on behalf of CentraCom by Branch Cox, and on behalf of Sevier County by:

#### CERTIFICATE OF ACKNOWLEDGEMENT

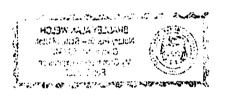
| State of Utah                   | )                                      |  |                          |
|---------------------------------|--|--|--------------------------|
|                                 | ) s.s.                                 |  |                          |
| County of Sevier                | )                                      |  |                          |
| on June 8,2018                  | before me, Bay                         | bara A . Crowther . an   | Notary Public in and for |
| said County and State, perso    | nally appeared Byetts. Eu              | men and Cine   | Los L. Gumes             |
|                                 | proved to me on the basis of satisfact |  |                          |
|                                 | rument and acknowledge to me that      | 그들은 이 이 사람들은 살이 되었다면 가장 그렇게 되었다면 그렇게 그렇게 그렇게 되었다면 그렇게 되었다면 그렇게 되었다면 그렇게 되었다면 그렇게 되었다면 그렇게 |                          |
| capacity(ies), and that by his, | /her/their signature(s) on the instrum | ent the person(s), or the entity upon  | behalf of which the      |

WITNESS my hand and official seal.

person(s) acted, executed the instrument.



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|--|--|--|--|--|
|  | CentraCom  |  |  |  |
|  | By Branch Cox / /  |  |  |  |
|  | Date: 6/12/18  |  |  |  |
| CERTIFICATE OF ACKNOWLEDGEMENT   |  |  |  |  |
|  | State of Utah )  |  |  |  |
|  | County of Sevier )   |  |  |  |
|  | On 6/12/18 before me, Branch Cox personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.      |  |  |  |
|  | WITNESS my hand and official seal.   |  |  |  |
| _  | BRADLEY ALAN WELCH Notary Public – State of Utah Comm. No. 698942 My Commission Express on   |  |  |  |
| Similar of the State of the Sta |  |  |  |  |
|  | Garth "Tooter" Ogden Sevier County Commissioner  |  |  |  |
|  | Date: 10-11-18   |  |  |  |
| CERTIFICATE OF ACKNOWLEDGEMENT   |  |  |  |  |
|  | State of Utah )  |  |  |  |
|  | County of Sevier ) s.s.  |  |  |  |
|  | on June 11, 3014 before me, Raylaya A Cirrullus, a Notary Public in and for said County and State, personally appeared for the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. |  |  |  |
|  | WITNESS my hand and official seal.   |  |  |  |
|  | Notary Public  |  |  |  |
|  | BARBARA ANN CROWTHER  Notary Public State of Utah My Commission Expires 09/13/2019 COMMISSION NUMBER 684711  |  |  |  |



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