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Book - 10476 Pg - 133-137
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CENTRAL TELCOM SERVICES
PO BOX #7
FAIRVIEW UTAH 84629
BY: LHP: DEPUTY - WI 5 P.

When Recorded Mail To:

Central Telcom Services, LLC,
Attn: Brett Johnson
PO Box #7
Fairview, UT 84629

**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, repairing, 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.

14th IN WITNESS WHEREOF, the GRANTOR has executed this easement effective as of the September, 2016.

GRANTOR:

4 INDEPENDENCE, LLC, a Utah limited liability company

MT. JORDAN LIMITED PARTNERSHIP, a Utah limited partnership

By: DAI Partners, LLC, a Utah limited liability company

By: G. Lyn Kimball
G. Lyn Kimball
Managing General Partner

By: _____
Name: Nate Shipp
Its: Manager

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 14 day of September, 2016, by Nate Shipp, a Manager of DAI Partners, LLC, a Utah limited liability company, the manager of 4 Independence, LLC, a Utah limited liability company.

Mindy Dansie
Notary Public

My Commission Expires: 11-19-2016



STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 14 day of September, 2016, by G. Lyn Kimball, as Managing General Partner of Mt. Jordan Limited Partnership, a Utah limited partnership.

Mindy Dansie
Notary Public

My Commission Expires: 11-19-2016



WINDY DANSHIE
COMMISSIONER GEORGIA
NORTH BRUNN STATE OF GA
19880909



WINDY DANSHIE
COMMISSIONER GEORGIA
NORTH BRUNN STATE OF GA
19880909



3313100051
3313100050
3314200036
3314200035 parcel

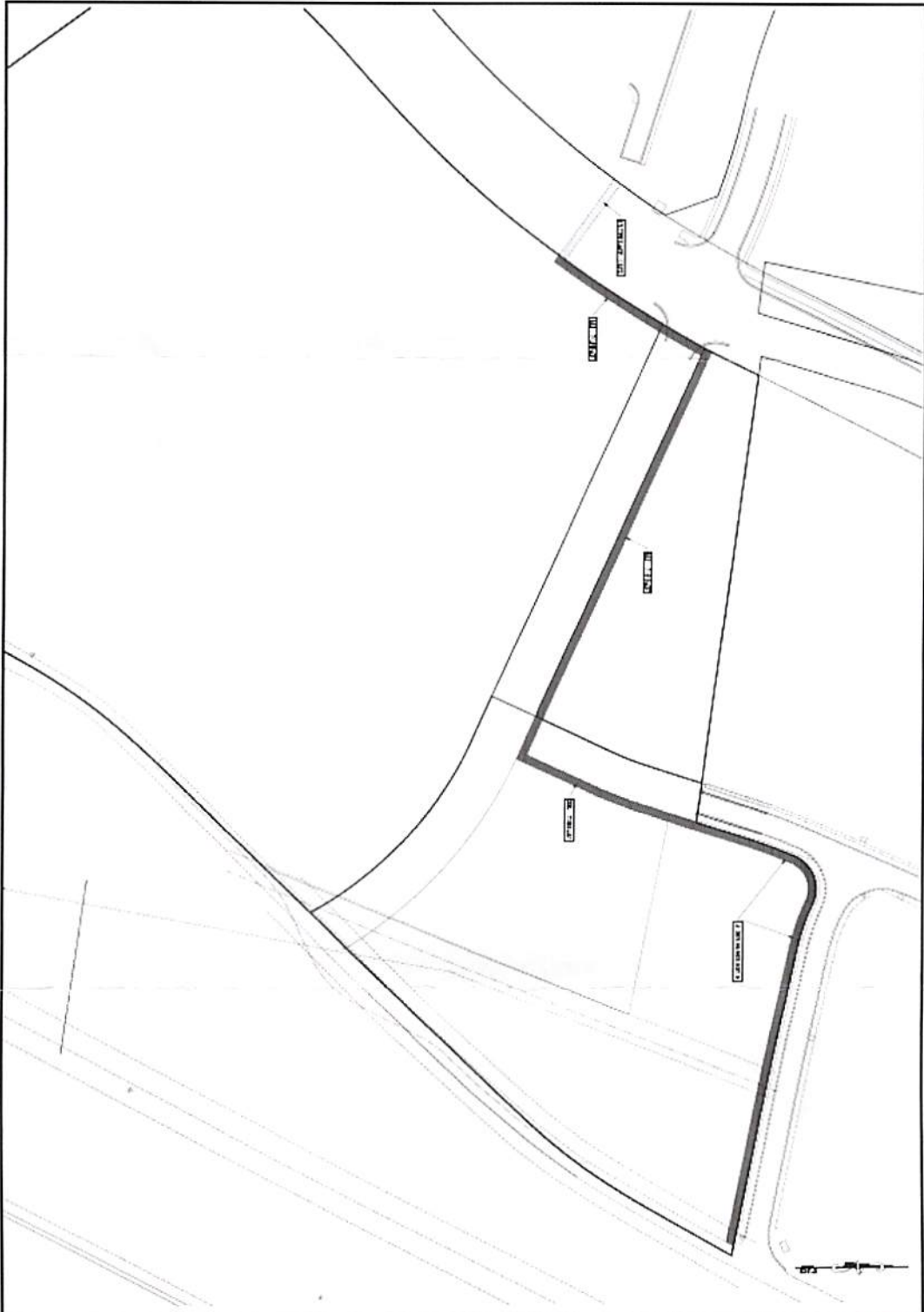
A PORTION OF THE NORTHWEST 1/4 OF SECTION 13 AND THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE EASTERLY LINE OF PORTER ROCKWELL BLVD., SAID POINT BEING LOCATED S89°46'54"W ALONG THE SECTION LINE 270.38 FEET AND SOUTH 1565.87 FEET FROM THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID EASTERLY LINE AND THE ARC OF A 1456.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: NS3°44'38"E) TO THE LEFT 226.30 FEET THROUGH A CENTRAL ANGLE OF 8°54'18" (CHORD: N31°48'13"E 226.07 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 FOOT RADIUS CURVE TO THE LEFT 42.65 FEET THROUGH A CENTRAL ANGLE OF 6°54'11" (CHORD: N20°57'13"E 42.62 FEET); THENCE N17°30'08"E 134.85 FEET TO THE EAST LINE OF SKYFALL DRIVE AND THE EXTENSION THEREOF; THENCE ALONG SAID LINE AND THE ARC OF A 700.00 FOOT RADIUS CURVE TO THE RIGHT 71.30 FEET THROUGH A CENTRAL ANGLE OF 5°50'10" (CHORD: N20°25'13"E 71.27 FEET); THENCE ALONG THE ARC OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT 72.27 FEET THROUGH A CENTRAL ANGLE OF 92°00'52" (CHORD: N69°20'45"E 64.75 FEET) TO THE SOUTH LINE OF ROYAL MILE ROAD; THENCE ALONG SAID SOUTH LINE THE FOLLOWING TWO (2) COURSES: ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT 63.98 FEET THROUGH A CENTRAL ANGLE OF 13°19'49" (CHORD: S71°18'42"E 63.84 FEET); THENCE S77°58'34"E 375.89 FEET; THENCE S12°01'24"W 10.00 FEET; THENCE N77°58'34"W 375.89 FEET; THENCE ALONG THE ARC OF A 285.00 FOOT RADIUS CURVE TO THE RIGHT 66.31 FEET THROUGH A CENTRAL ANGLE OF 13°19'49" (CHORD: N71°18'42"W 66.16 FEET); THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE LEFT 56.21 FEET THROUGH A CENTRAL ANGLE OF 92°00'55" (CHORD: S69°20'45"W 50.36 FEET); THENCE ALONG THE ARC OF A 690.00 FOOT RADIUS CURVE TO THE LEFT 70.28 FEET THROUGH A CENTRAL ANGLE OF 5°50'10" (CHORD: S20°25'13"W 70.25 FEET); THENCE S17°30'08"W 134.85 FEET; THENCE ALONG THE ARC OF A 364.00 FOOT RADIUS CURVE TO THE RIGHT 43.85 FEET THROUGH A CENTRAL ANGLE OF 6°54'11" (CHORD: S20°57'13"W 43.83 FEET); THENCE S24°24'19"W 120.72 FEET; THENCE N65°35'41"W 554.90 FEET; THENCE ALONG THE ARC OF A 1466.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N62°16'39"W) TO THE RIGHT 218.32 FEET THROUGH A CENTRAL ANGLE OF 8°31'57" (CHORD: S31°59'19"W 218.11 FEET); THENCE NS3°56'26"W 10.00 FEET TO THE POINT OF BEGINNING.


EXHIBIT A
EASEMENT PROPERTY

10' WIDE FIBER EASEMENT

**EXHIBIT B
DEPICTION OF EASEMENT PROPERTY**

See attached.



1	INDEPENDENCE - PONY EXPRESS CONNECTION BLUFFDALE, UTAH	 LBI ENGINEERS SURVEYORS PLANNERS
	DRAFT EASEMENT - FIBER	