

After recording please return to:
CenturyLink-NIS
Attn: Angela Barber
431 26th St., 2nd Floor
Ogden, UT 84401

Prepared by:
CenturyLink-NIS
Angela Barber
431 26th St., 2nd Floor
Ogden, UT 84401

08-052-0263
08-054-0112
1101700

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

COURTESY RECORDING
This document is being recorded solely as a courtesy
and an accommodation to the parties named herein.
Stewart Title hereby expressly
disclaims any responsibility or liability for the accuracy
or the content thereof.

The undersigned **Teton Investment Holding, LLC, a Utah limited liability company AND G.M.W. Development, Inc., a Utah corporation** (collectively, "Grantor"), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to **Qwest Corporation, a Colorado corporation d/b/a CenturyLink QC**, its successors, assigns, lessees, licensees, agents and affiliates ("Grantee"), having an address of 100 CenturyLink Drive, Monroe, Louisiana 71203, Attn: Construction Service, a perpetual, non-exclusive easement ("Easement") to construct, operate, maintain, repair, replace and remove a communication system that Grantee from time to time may require, consisting of but not limited to, cables, wires, conduits, manholes, handholes, splicing boxes, vaults, surface location markers, equipment cabinets and associated wooden or concrete pads and related facilities, including utility service if required to operate such system (collectively, the "Facilities") over, under and across the following property located in the County of Davis, State of Utah, which Grantor owns ("Easement Tract"):

SEE THE DESCRIPTION SET FORTH ON EXHIBIT A ATTACHED TO, AND BY THIS REFERENCE MADE A PART OF, THIS AGREEMENT

Grantor further grants and conveys to Grantee the following incidental rights:

- (1) The right of ingress and egress over and across Grantor's lands to and from the Easement Tract;
and

(2) The right to clear all trees, roots, brush and other obstructions that interfere with Grantee's use and enjoyment of the Easement Tract. Grantee shall restore or repair, at Grantee's expense, the Easement Tract to substantially the same condition it was in prior to exercise of its easement rights described herein, ordinary wear and tear excepted.

Grantor reserves the right to use and enjoy the Easement Tract so long as Grantor's use does not materially interfere with the rights granted in this Easement Agreement. Grantor may erect fencing, and install landscaping (including sprinkler and irrigation systems), and asphalt, including drive aisles or parking areas within the Easement Tract (the "Improvements"); provided Grantor shall: (i) protect Grantee's existing points of access (e.g., manholes, handholes); (ii) maintain a minimum of three feet of cover above Grantee Facilities at all times; and (iii) bear the cost of repair of Grantee's Facilities damaged by installing, maintaining or removing the Improvements.

Grantor warrants that Grantor is the owner of the Easement Tract and will defend title to the Easement Tract against all claims. Grantee will have no responsibility for environmental contamination unless caused by Grantee.

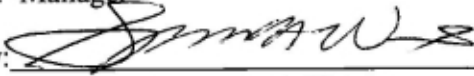
The rights, conditions and provisions of this Easement Agreement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

Executed by Grantor this JANUARY day of 21, 2020.

GRANTOR:

TETON INVESTMENT HOLDING, LLC,
a Utah limited liability company

By: Teton Land Company, LLC,
a Utah limited liability company
Its: Manager

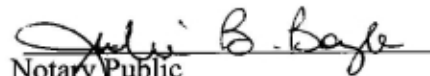
By: 
Printed Name: Spencer H. Wright
Title: Manager

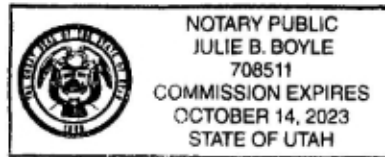
STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 22 day of January, 2020,
by Spencer H. Wright, as Manager of Teton Land Company, LLC, a Utah limited liability company,
Manager of Teton Investment Holding, LLC, a Utah limited liability company.

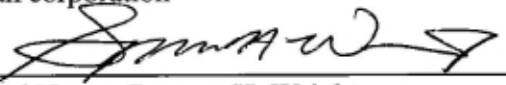
My commission expires: 10-14-2023

WITNESS my hand and official seal.


Notary Public
(SEAL)



GRANTOR:
G.M.W. DEVELOPMENT, INC.,
a Utah corporation


By: 
Printed Name: Spencer H. Wright
Title: General Manager

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 22 day of January, 2021, by Spencer H. Wright, as General Manager of G.M.W. Development, Inc., a Utah corporation.

My commission expires: 10-14-2023

WITNESS my hand and official seal.


Notary Public
(SEAL)

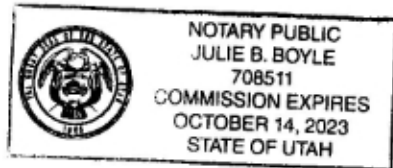


EXHIBIT A

Intelligent. Innovative.
Inclusive.

EASEMENT DESCRIPTION
ENTELLUS PROJ. #1037007, EAST PARK LANE PH. 2
PREPARED JANUARY 20, 2021, by DEW

CENTURYLINK EASEMENT DESCRIPTION:

BEGINNING AT A POINT SOUTH 00°07'44" EAST 376.34 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 89°25'00" EAST 1187.87 FEET AND NORTH 32°34'47" WEST 94.08 FEET FROM THE CENTER QUARTER CORNER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF THE PROPOSED LAGOON DRIVE, AND RUNNING THENCE NORTH 32°34'47" WEST 216.40 FEET ALONG SAID EASTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 88°33'57" EAST 18.10 FEET TO A POINT ON A LINE THAT IS 15.0 FEET PERPENDICULARLY DISTANT FROM AND PARALLEL TO SAID EASTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 32°34'47" EAST 182.71 FEET ALONG SAID PARALLEL LINE TO A POINT ON THE WEST LINE OF THE HATCH PARCEL, CONVEYED IN A WARRANTY DEED AND RECORDED AS ENTRY #3008057, DAVIS COUNTY RECORDER; THENCE SOUTH 00°05'57" EAST 27.93 FEET ALONG SAID WEST LINE TO SAID EASTERLY RIGHT-OF-WAY LINE OF THE PROPOSED LAGOON DRIVE AND THE POINT OF BEGINNING.



CONTAINS 0.069 ACRES

1470 South 600 West
Woods Cross, Utah
84010
Tel. 801.298.2236
Web www.entellus.com



WEST EASEMENT DESCRIPTION
ENTELLUS PROJ. #1037007, EAST PARK LANE PH. 2
PREPARED JANUARY 18, 2021, by DEW

CENTURYLINK EASEMENT DESCRIPTION:

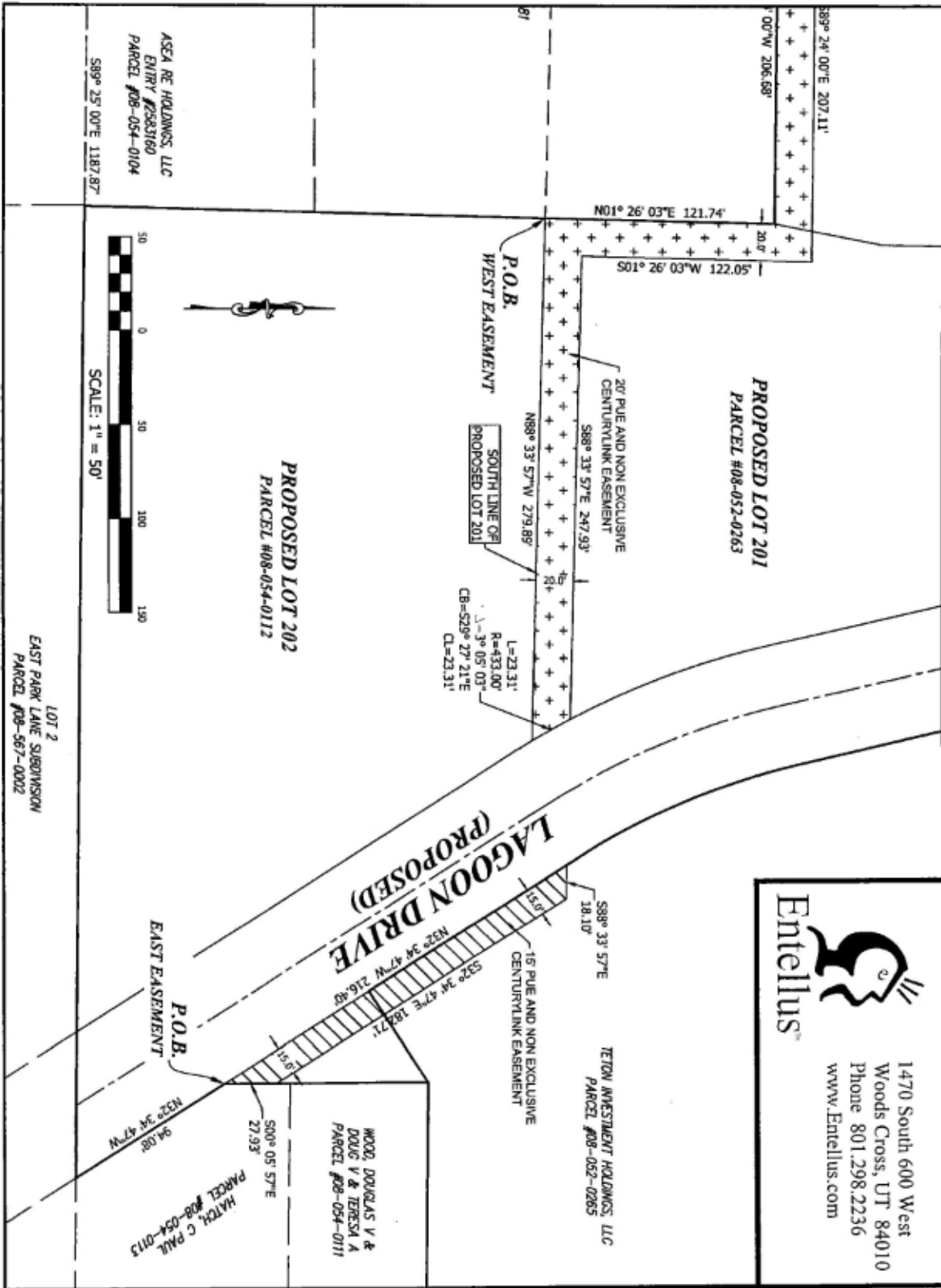

BEGINNING AT A POINT ON THE EAST LINE OF THE PROPERTY CONVEYED TO JKC, LLC, IN A WARRANTY DEED RECORDED AS ENTRY #1120111, DAVIS COUNTY RECORDER, SAID POINT BEING THE SOUTHWEST CORNER OF PROPOSED LOT 201 OF THE PROPOSED EAST PARK LANE PHASE 2 SUBDIVISION, SAID POINT BEING SOUTH 00°07'44" EAST 376.34 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 89°25'00" EAST 668.31 FEET AND NORTH 01°26'03" EAST 245.07 FEET FROM THE CENTER QUARTER CORNER OF SECTION 13, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, AND RUNNING THENCE NORTH 01°26'03" EAST 121.74 FEET ALONG SAID EAST LINE TO A CORNER OF SAID JKC, LLC, PROPERTY;
THENCE NORTH 89°24'00" WEST 206.68 FEET ALONG SAID CONVEYANCE TO A CORNER OF THAT PROPERTY CONVEYED TO PIONEER LEGACY PROPERTIES II, LC, IN A QUIT-CLAIM DEED RECORDED AS ENTRY #2324500, DAVIS COUNTY RECORDER; THENCE NORTH 44°57'26" WEST 14.96 FEET ALONG SAID CONVEYANCE TO A POINT ON THE SOUTH LINE OF THE PROPERTY CONVEYED TO HNJ INVESTMENT COMPANY, LLC IN A WARRANTY DEED RECORDED AS ENTRY #3069668, DAVIS COUNTY RECORDER; THENCE NORTH 73°16'20" EAST 31.99 FEET ALONG SAID SOUTH LINE TO A POINT THAT IS 20.0 FEET PERPENDICULARLY DISTANT FROM AND PARALLEL TO THE NORTH LINE OF SAID CONVEYANCE TO JKC, LLC; THENCE SOUTH 89°24'00" EAST 207.11 FEET ALONG SAID PARALLEL LINE TO A POINT THAT IS 20.0 FEET PERPENDICULARLY DISTANT FROM AND PARALLEL TO THE EXTENSION OF THE EAST LINE OF SAID CONVEYANCE TO JKC, LLC; THENCE SOUTH 01°26'03" WEST 122.05 FEET ALONG SAID PARALLEL LINE TO A POINT THAT IS 20.0 FEET PERPENDICULARLY DISTANT FROM AND PARALLEL TO THE SOUTH LINE OF SAID PROPOSED LOT 201; THENCE SOUTH 88°33'57" EAST 247.93 FEET ALONG SAID PARALLEL LINE TO THE WEST LINE OF THE PROPOSED LAGOON DRIVE AND TO A POINT ON A NON-TANGENT, 433.0-FOOT-RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 23.31 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°05'03", CHORD BEARS SOUTH 29°27'21" EAST 23.31 FEET, TO THE SOUTHEAST CORNER OF SAID PROPOSED LOT 201; THENCE NORTH 88°33'57" WEST 279.89 FEET ALONG SAID PROPOSED SOUTH LINE TO SAID SOUTHWEST CORNER OF PROPOSED LOT 201 AND TO THE EAST LINE OF SAID CONVEYANCE TO JKC, LLC AND TO THE POINT OF BEGINNING.

CONTAINS 0.277 ACRES



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WRIGHT DEVELOPMENT	
EAST PARK LANE PHASE 2 SUBDIVISION EASEMENT EXHIBIT DRAWING LOCATED IN THE SE 1/4 OF SECTION 13, T.4N., R.1W., S.L.B.&M. FARMINGTON CITY, DAVIS COUNTY, UTAH	
DRAWN: 10/12/2020 DEV: 1037007 SCALE: 1" = 50' PROJECT: 1037007 PLAT PH2 1037007.dwg	X909 EASEMENT EXHIBIT