

5
REDLINE PHONE INC
3047 W PARKWAY BLVD
WEST VALLEY CITY, UT 84119

Telecommunications Right-of-Way Easement Agreement

_____ Solitude Mountain Investors, LLC _____, an individual ("Grantor") for and in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, conveys and warrants to **Redline Phone, Inc.** ("Grantee") and or its assigns, as owner of the Telecommunications Facilities ("Grantee's Facilities") located in the City of Brighton, Salt Lake County, Utah, and more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference, and Grantee's successors, assigns, tenants and agents, a perpetual, non-exclusive Telecommunications Right-of-Way Easement (the "Easement"), 2 feet in width, for the sole purpose of installing, constructing, maintaining, repairing and replacing a fiber optic telecommunications line. This Easement shall be located on the real property (the "Easement Parcel") located _____ 11776 E Big COTTONWOOD _____, and more particularly described on Exhibit B, which is attached hereto and incorporated herein by this reference.

The rights, duties and obligations associated with this Easement as described herein shall run with and benefit Grantor's Parcel. All lines, and all other facilities associated with this Easement shall be located below the surface of the Easement Parcel. All costs associated with the maintenance, repair and replacement of the fiber-optic line and any lines, conduits, and all other facilities associated therewith (including the costs of restoring the Easement Parcel and any landscaping, pavement, concrete or other improvements affected thereby) shall be the Grantee's sole responsibility..

Grantee agrees, for himself and his successors, assigns, tenants, agents, representatives and invitees to indemnify and hold Grantor (and all subsequent owners of the Easement Parcel) harmless from and against all damages, expenses, liabilities, claims, penalties, demands, losses and costs whatsoever (including attorneys' fees and legal costs) arising from Grantee's use of this Easement including, without limitation, any accidents, injuries, losses or damages associated with such use or arising in any manner out of the telecommunications facilities located on the Easement Parcel (e.g., any fiber cut etc.). In particular, Grantee agrees to promptly repair and restore, at Grantee's sole expense, any and all damage associated with said use to the same condition that existed prior to such damage (e.g., to fill in any trenches or holes so that the property is in like condition as it was before the maintenance, repair or replacement.

Nothing contained herein shall prohibit, obstruct or interfere with the use and occupancy of the Easement Parcel by Grantor and any of its successors, assigns, tenants, invitees, agents and representatives.

In the event of a default or threatened default by any party to this Agreement of any of the terms, easements, covenants, conditions or restrictions hereof, the other party(ies) shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. These remedies shall be cumulative and in addition to all other remedies permitted at law or in equity.

CKTO SLEA

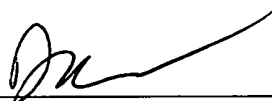
12845867
09/10/2018 02:16 PM #18-000
Book - 10710 Pg - 9184-9188
ADAM GARDNER
RECORDER, SALT LAKE COUNTY, UT 84119
RED LINE PHONE INC
3047 W PARKWAY BLVD
WEST VALLEY CITY UT 84119
BY: MZP, DEPUTY - 01 5 P.

The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Agreement.

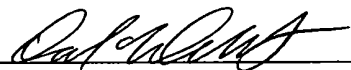
EXECUTED BY GRANTOR AND GRANTEE as of the dated listed below.

“GRANTEE”

Redline Phone, Inc.

By: 
Name: David Bradshaw
Title: COO
Date: 9/10/2018

“GRANTOR”

By: 
Name: David Li DeSeelkowitz
Title: Manager
Date: 8/29/18



All-purpose Acknowledgment California only

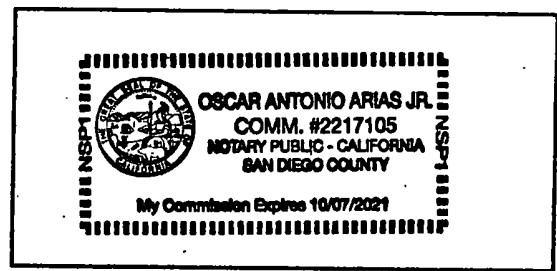
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

On 8/29/18 before me, Oscar Antonio Arias Jr, Notary Public (here insert name and title of the officer),

personally appeared David L Deseelmont

who 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 acknowledged 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

For Bank Purposes Only

Description of Attached Document
Type or Title of Document Telecommunication right of way
Document Date 8/29/18 Number of Pages 2
Signer(s) Other Than Named Above None



FO01-000DSG5350CA-01

EXHIBIT A

(Legal Description of Grantor's Parcel)

Parcel Number: 24272260550000

Legal Description:

BEG N 89°48'56" W 1309.22 FT & S 23°34'03" W 178.83 FT & N 29°22'51" E 113.43 FT & S 50°22'14" E 136.57 FT FR NE 1/4 SEC 27, T 2S, R 3E, SLM; S 54°07'19" E 107.6 FT; S 11°48' W 47.32 FT; S 29°08' W 62.06 FT; N 48°17' W 136.77 FT; N 37°03'07" E 90.94 FT TO BEG. 0.28 AC M OR L. 8649-8049 8649-7716 10199-9405

EXHIBIT B

(Legal Description of Telecommunications Right-of-Way Easement)

