

ENT 155977:2020 PG 1 of 16  
**Jeffery Smith**  
**Utah County Recorder**  
2020 Oct 06 02:13 PM FEE 118.00 BY MA  
RECORDED FOR Cottonwood Title Insurance Agency, Inc.  
ELECTRONICALLY RECORDED

PREPARED BY AND WHEN  
RECORDED PLEASE RETURN TO:

Barton L. Gertsch, Esq.  
Parr Brown Gee & Loveless  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84111-1537

**COMMUNICATIONS EASEMENT AGREEMENT**

THIS COMMUNICATIONS EASEMENT AGREEMENT (the “**Agreement**”) is entered into as of the 1st day of September, 2020, between Oquirrh Wood Ranch LLC, a Utah limited liability company (“**Grantor**”), whose address for purposes hereof is Exchange Place Building B 14034 South 145 East, Suite 204 Draper, Utah 84020, and FIRSTDIGITAL TELECOM, LLC, a Utah limited liability company (“**FirstDigital**”), whose address is 90 South 400 West, Suite M-100, Salt Lake City, Utah 84101. (Grantor and FirstDigital are referred to in this instrument collectively as the “**Parties**,” and individually as a “**Party**.”)

**RECITALS**

A. Grantor is the owner of a portion of the residential and/or commercial real estate development project generally known as Pole Canyon, located in the City of Eagle Mountain, Utah (such development together with related grounds, improvements, and facilities is referred to in this Agreement as the “**Project**”). The Project is depicted on the Site Plan attached hereto as Exhibit A (the “**Site Plan**”). The legal description of the portion of the property on which the Project is located which is owned by Grantor (the “**Property**”) is more particularly described on Exhibit B attached hereto.

B. FirstDigital is a certified competitive local exchange carrier authorized to provide communications services including voice, video, and high-speed data access in the state of Utah.

C. Due to the lack of any telecommunications facilities in the Project and the costs associated with providing high speed residential and commercial broadband services, Grantor has agreed to contract with FirstDigital to provide at FirstDigital’s cost and expense the communications infrastructure to the Project as set forth below.

D. Grantor desires to have FirstDigital provide ongoing management and maintenance of such communications infrastructure in order to assist in accommodating the needs of the residents and/or businesses (collectively, “**Occupants**”) in the Project, maintaining the integrity of the Project’s infrastructure during construction and the build out of the Project and providing maximum uptime for users.

E. Grantor desires to have FirstDigital's communications infrastructure available for use by other Communications Service Providers who interconnect with the communications network at the designated "Minimum Points of Entry," all in accordance with the terms of this Agreement, in order to help eliminate the duplication of facilities, prevent unnecessary trenching and the cutting of sidewalks and streets, and maintain the overall earth friendly, consistent and efficient use of resources within and throughout the Project; provided, however, that nothing herein shall restrict or limit such duplication of facilities and additional trenching.

#### AGREEMENT

NOW, THEREFORE, FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor hereby agrees as follows:

1. **Definitions.** As used in this Agreement, each of the following terms shall have the indicated meaning:

**"Communications Facilities"** means the facilities (e.g. fiber, copper and coaxial cables, towers, satellites, other broadcasting and receiving devices, conduits, junction boxes), beginning at the demarcation point or points at the boundary or boundaries of the Project and ending at the entry Demarcation Point at each residence in the Project, as applicable, by means of which the Communications Services are provided to the Occupant, as such systems and facilities are updated, supplemented or replaced from time to time.

**"Communications Services"** means voice, video, telecommunications and high speed data access services and any other services as may be offered to Occupants via Communications Facilities.

**"Communications Service Provider"** means any telecommunications company that is certified to provide Communications Services to customers in Utah.

**"Communications Services Agreement"** shall mean that Agreement executed of even date herewith, between Grantor and Grantee.

**"Demarcation Point"** means the physical and electrical boundary between an Occupant's voice, video, telecommunications and high speed data equipment and the Communications Facilities installed and owned by FirstDigital.

**"Exclusive Telecommunications Easement Area"** has the meaning given to such term in Section 2 below.

**"Owner"** means each person, who, at any given time, holds fee title to the Property or any portion thereof.

**"Occupant"** means each Owner and any Occupant or occupant of all or any portion of the Property.

2. Grant of Easement. Grantor conveys and grants to FirstDigital and its successors and assigns a telecommunications easement and right-of-way in gross in the easement area more particularly described in Exhibit C attached hereto and incorporated herein (the “**Exclusive Telecommunications Easement Area**”), provided that such Exclusive Telecommunications Easement Area shall not extend beyond one (1) foot past any existing public utility easement. Pursuant to this Easement, Grantee shall have the exclusive right within such Exclusive Telecommunications Easement Area to design, engineer, construct, install, test, operate, maintain, repair, replace, relocate, remove and manage Communications Facilities on, under over and across such Exclusive Telecommunications Easement Area up to a Occupant’s Demarcation Point(s); provided, however that nothing herein shall restrict the rights of other Communications Service Providers to dig trenches and lay their own Communications Facilities pursuant to existing or future franchise rights and/or public utility easements (or to otherwise provide satellite-based telecommunications services); and provided, further, that Grantor shall not be limited in any way from granting other easements or rights within the Exclusive Telecommunications Easement Area to any utility service provider or other party not intending to construct Communications Facilities within such Exclusive Telecommunications Easement Area so long as such grant of other easements or rights does not unreasonably interfere with FirstDigital’s operations therein. In addition, Grantor hereby grants to FirstDigital the sole and exclusive right and easement to design, engineer, construct, install, test, operate, maintain, repair, replace, relocate, and remove Communications Facilities within the Exclusive Telecommunications Easement Area up to a Occupant’s Demarcation Point(s) and to manage the way by which other Communications Service Providers shall gain access to such Demarcation Point(s) through FirstDigital’s Communication Facilities; provided, however, that nothing herein shall restrict the rights of other Communications Service Providers to dig trenches and lay their own Communications Facilities pursuant to existing or future franchise rights and/or public utility easements. FirstDigital and its employees, agents, contractors, invitees, and licensees shall have the right to access its Communications Facilities in the Project on a 24-hour-per-day 7-day-per-week basis, provided that such access shall not unreasonably disturb, disrupt or interfere with the ongoing development, construction, use and enjoyment of the Project.

3. Infrastructure. Each Owner will coordinate with FirstDigital to designate a mutually agreeable Demarcation Point(s) on its property and FirstDigital at its cost and expense will design, engineer, extend and install the Communications Facilities to such designated Demarcation Point(s).

4. Securing Other Communications Facilities and Services; Failure to Perform by FirstDigital. An Owner shall have the right to secure its own Communications Facilities and Services at its own cost and expense for any reason. Furthermore, an Owner shall have the right to elect to terminate this Easement with respect to its property if FirstDigital breaches or fails to perform any obligation under this Easement and fails to cure such breach or failure within thirty (30) days after receipt of written notice from an Owner describing such breach or failure; provided, however, that (a) if the nature of the breach or failure is such that more than 30 days are reasonably required to cure, prior to such Owner having the right to terminate this Easement with respect to its property, FirstDigital shall have such period as is reasonably necessary to cure so long as it commences the cure of such breach within the 30-day period and after such

commencement diligently prosecutes the same to completion; and (b) in no event shall an Owner have the right to terminate this Easement with respect to any property that is needed or is being used to provide Communications Facilities and Communications Services to other Occupants in the Project.

5. Repair of Damage. FirstDigital shall promptly repair any damage to the Project that is caused by FirstDigital's installation, use, maintenance, repair, or removal of Communications Facilities; provided that FirstDigital shall not be responsible for damage caused by Owner or other persons.

6. Ownership of Communications Facilities. FirstDigital will retain ownership of and title to all Communications Facilities installed at the Project by or on behalf of FirstDigital. The Communications Facilities will retain their character as personal property following their installation. In no event will the Communications Facilities installed at the Project by or on behalf of FirstDigital be deemed to be a fixture of the Project or of any Occupant. Without limiting the generality of the foregoing, Owner shall not have the right to create any security interest in such Communications Facilities. FirstDigital shall have the right to grant a security interest in such Communications Facilities to one or more lenders and to assign its rights and obligations under this Agreement.

7. Other Communications Service Providers. FirstDigital recognizes and agrees that Occupants in the Project are not obligated to select FirstDigital as their Communications Service Provider. In the event any such Occupant selects another Communications Service Provider, such Occupant shall not be obligated hereunder to compensate FirstDigital for Communications Services obtained by Occupant from another Communications Service Provider and FirstDigital shall reasonably cooperate with such other Communications Service Provider and allow, at such other Communications Service Provider's request, such Communications Service Provider access to the requesting Occupant in accordance with the terms of an interconnection agreement between FirstDigital and such other Communications Service Provider which contains terms and conditions acceptable to FirstDigital; provided, however, that such other Communications Service Provider shall not be required to enter into such interconnection agreement if it elects to provide Communication Services in another manner and without the use of FirstDigital's Communication Facilities. No such interconnection shall adversely impact FirstDigital's Communications Facilities or FirstDigital's ability to provide Communications Services to the Project. Notwithstanding anything to the contrary in this Section 7, FirstDigital shall be entitled to reasonable compensation from the interconnecting Communications Service Provider or the Occupant for the reasonable costs and fees associated with an interconnection of the other provider's Equipment with FirstDigital's Communications Facilities, in the event that such other Communication Service Provider enters into such interconnection agreement with FirstDigital.

8. Interconnection. All Communications Service Providers desiring to provide Communications Services to Occupants through means requiring fiber, copper and coaxial cables or other similar Communications Facilities installed by FirstDigital (specifically excluding satellite telecommunications services) will do so by interconnecting to FirstDigital's Communications Facilities, subject to the rights of other Communications Service Providers to

dig trenches and lay their own Communications Facilities pursuant to existing or future franchise rights and/or public utility easements or to otherwise provide satellite-based telecommunications services. FirstDigital will have the authority to interconnect a Communications Service Provider's communications facilities to FirstDigital's Communications Facilities and need not obtain permission from an Owner to do so.

9. Quality of Service. FirstDigital will provide and maintain a quality of service with respect to its Communications Facilities equal to or greater than Bellcore product quality and reliability standards. Furthermore, FirstDigital will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. FirstDigital representatives will be available to respond to customer telephone inquiries during normal business hours. FirstDigital will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the reasonable control of FirstDigital.

10. Nature of Provisions. The Parties expressly intend that the rights and easements granted to FirstDigital shall be easements in gross and shall: (a) constitute a covenant running with the Property; (b) bind every person and Owner having any fee, leasehold, mortgage lien or other interest in any portion of the Property concerned; (c) bind any person and Owner whose title to the Property or any portion thereof is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or other means.

11. Term of Agreement. Except as set forth in Section 4 above, this Agreement and the rights and easements granted to FirstDigital hereunder shall continue until (a) this Agreement is terminated by Grantor and FirstDigital or (b) the Communications Services Agreement expires or is terminated.

12. General Provisions. This instrument shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This instrument shall inure to the benefit of, and be binding on, the Parties and their respective successors and assigns. Whenever possible, each provision of this instrument shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this instrument shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this instrument.

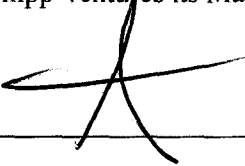
[Signatures on the Next Page]

The parties have executed this Agreement to be effective on the Effective Date.

**GRANTOR:**

**Oquirrh Wood Ranch LLC,**  
a Utah limited liability company

By: Shipp Ventures its Manager

  
\_\_\_\_\_

Name: Nathan D. Shipp

Title: President

**FIRSTDIGITAL:**

**FirstDigital Telecom, LLC,**  
a Utah limited liability company

By: *Wesley McDougal*

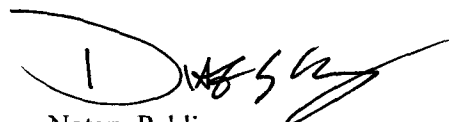
Name: *WESLEY MCDUGAL*

Title: *President*

State of Utah                    )  
  ) ss.  
County of Salt Lake            )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of September 2020, by Nathan Shipp the Manager of Oquirrh Wood Ranch a Utah limited liability company.

(Seal)

  
Notary Public



State of Utah )  
 ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of September, 2020,  
by Wesley McDougal, the PRESIDENT of FIRSTDIGITAL  
TELECOM, LLC.

(Seal)



Notary Public

A handwritten signature in black ink, appearing to read "Teara Bryan", written over the "Notary Public" text.



EXHIBIT A

to

COMMUNICATIONS EASEMENT AGREEMENT

Site Plan

[See attached]

**McNEIL ENGINEERING**  
 Structural Engineering • Consulting & Landscape Architecture  
 610 South Main Street, Suite 200, Salt Lake City, UT 84111 (801) 333-2200  
 Licenses and Certifications: Professional Engineer and Surveyor

**POLE CANYON PROJECT AREA**  
**Oquirrh Wood Ranch, LLC**  
 EAGLE MOUNTAIN, UTAH  
 LOCATED IN SECTIONS 16, 17, 18, 19, 20, & 21 T.6S. R.2W. S.1.B.6M.

REVISIONS	
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RECORD OF SURVEY  
**2 OF 6**

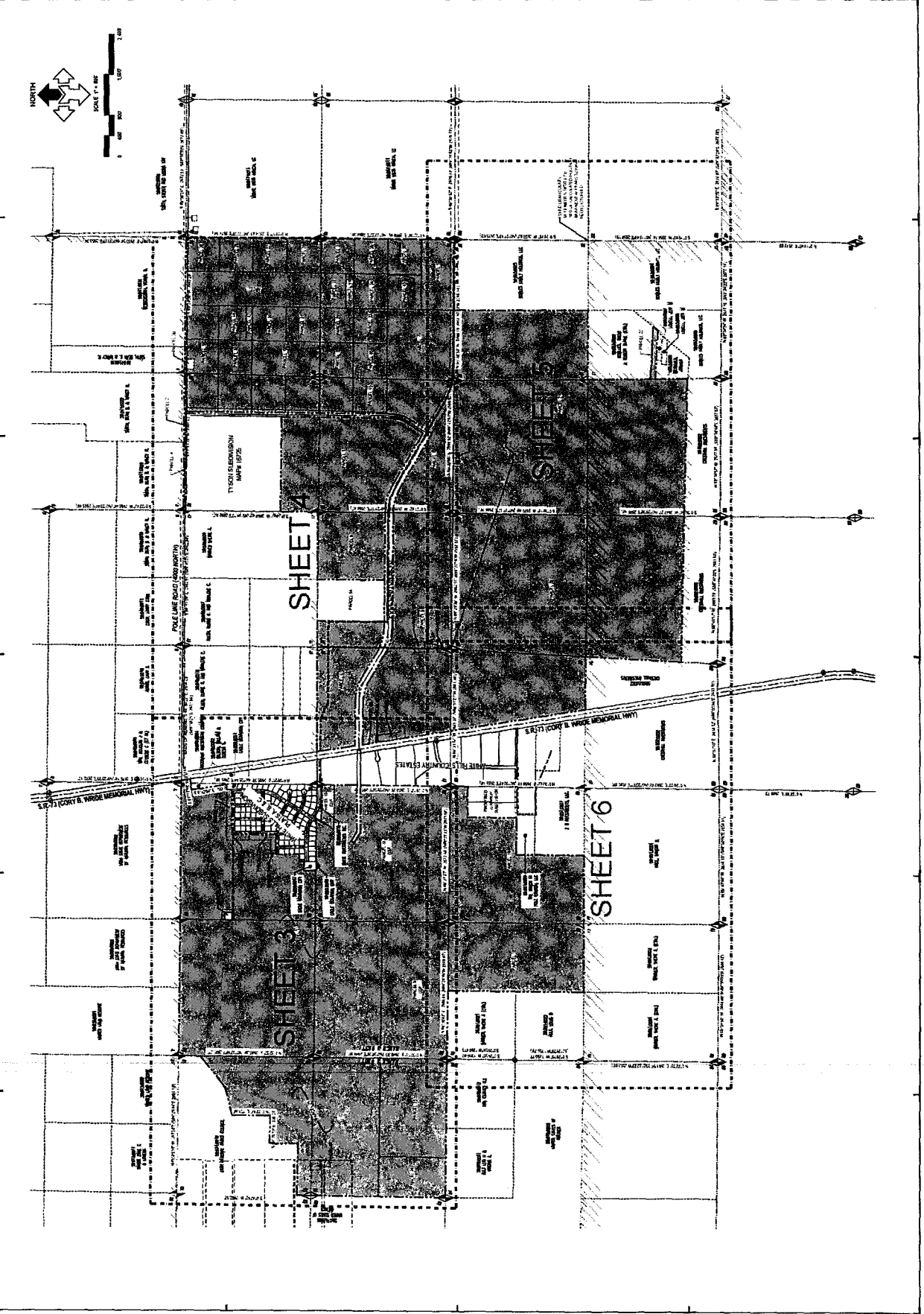


EXHIBIT B

to

COMMUNICATIONS EASEMENT AGREEMENT

Legal Description of the Property

**Serial Number:** 59:048:0005 **Legal Description:** NE 1/4 OF NE 1/4 OF NE 1/4 OF SEC. 16, T6S, R2W, SLB&M. AREA 10.236 AC.

**Serial Number:** 59:048:0006 **Legal Description:** SE 1/4 OF NE 1/4 OF NE 1/4 OF SEC. 16, T6S, R2W, SLB&M. AREA 10.236 AC.

**Serial Number:** 59:048:0007 **Legal Description:** NE 1/4 OF SE 1/4 OF NE 1/4 OF SEC. 16, T6S, R2W, SLB&M. AREA 10.237 AC.

**Serial Number:** 59:048:0008 **Legal Description:** SE 1/4 OF SE 1/4 OF NE 1/4 OF SEC. 16, T6S, R2W, SLB&M. AREA 10.237 AC.

**Serial Number:** 59:048:0092 **Legal Description:** NE 1/4 OF NE 1/4 OF SE 1/4 OF SEC. 16, T6S, R2W, SLB&M. AREA 10.587 AC.

**Serial Number:** 59:048:0038 **Legal Description:** SE 1/4 OF NE 1/4 OF SE 1/4 OF SEC. 16, T6S, R2W, SLB&M. AREA 10.595 AC.

**Serial Number:** 59:048:0039 **Legal Description:** NE 1/4 OF SE 1/4 OF SE 1/4 OF SEC. 16, T6S, R2W, SLB&M. AREA 10.597 AC.

**Serial Number:** 59:048:0090 **Legal Description:** W 1/2 OF E 1/2 OF NE 1/4 OF SEC. 16, T6S, R2W, SLB&M. AREA 40.909 AC. ALSO W 1/2 OF SW 1/4 OF NE 1/4 OF SEC. 16, T6S, R2W, SLB&M. AREA 20.443 AC. ALSO NW 1/4 OF NW 1/4 OF SE 1/4 OF SEC. 16, T6S, R2W, SLB&M. AREA 10.640 AC. ALSO S 1/2 OF SE 1/4 OF SE 1/4 OF SEC. 16, T6S, R2W, SLB&M. AREA 21.199 AC. ALSO SW 1/4 OF SE 1/4 OF SEC. 16, T6S, R2W, SLB&M. AREA 42.525 AC. ALSO COM FR W 1/4 COR. SEC. 16, T6S, R2W, SLB&M.; N 0 DEG 20' 52" E 730.7 FT; S 89 DEG 22' 38" E 1843.01 FT; S 0 DEG 25' 24" W 2158.28 FT; ALONG A CURVE TO R (CHORD BEARS: S 15 DEG 41' 24" W 328.09 FT, RADIUS = 623 FT); S 30 DEG 57' 24" W 389.58 FT; N 59 DEG 2' 36" W 1163.32 FT; ALONG A CURVE TO L (CHORD BEARS: N 74 DEG 17' 5" W 566.26 FT, RADIUS = 1077 FT); N 89 DEG 31' 35" W 8.02 FT; N 0 DEG 21' 36" E 1345.7 FT TO BEG. AREA 101.635 AC. ALSO COM FR SW COR. SEC. 16, T6S, R2W, SLB&M.; N 0 DEG 21' 37" E 1188.76 FT; S 89 DEG 31' 39" E 7.72 FT; ALONG A CURVE TO R (CHORD BEARS: S 74 DEG 17' 5" E 486.35 FT, RADIUS = 925 FT); S 59 DEG 2' 36" E 1240.32 FT; N 30 DEG 57' 24" E 541.58 FT; ALONG A CURVE TO L (CHORD BEARS: N 15 DEG 41' 24" E 368.64 FT, RADIUS = 700 FT); N 0 DEG 25' 24" E 3426.92 FT; N 88 DEG 58' 46" E 80.63 FT; N 0 DEG 23' 21" E 667.74 FT; S 89 DEG 24' 7" E 666.74 FT; S 89 DEG 24' 24" E 75.88 FT; S 0 DEG 24' 31" W 187.32 FT; S 89 DEG 24' 25" E 200 FT; N 0 DEG 24' 31" E 187.32 FT; S 89 DEG 24' 32" E 1057.8 FT; S 0 DEG 22' 44" W 668.32 FT; N 89 DEG 23' 31" W 1333.75 FT; S 0 DEG 23' 3" W 667.93 FT; S 0 DEG 23' 3" W 1335.85 FT; N 89 DEG 18' 22" W 96.65 FT; S 0 DEG 25' 10" W 671.31 FT; N 89 DEG 33' 47" W 616.42 FT; N 84 DEG 6' 19" W 26.23 FT; S 0 DEG 23' 48" W 671.19 FT; S 81 DEG 0' 14" E 17.05 FT; S 89 DEG 35' 18" E 625.66 FT; S 0 DEG 24' 31" W 1342.38 FT; N 89 DEG 22' 53" W 1400.67 FT; N 0 DEG 37' 42" E 81.08 FT; N 89 DEG 22' 57" W 200 FT; S 0 DEG 37' 44" W 81.31 FT; N 89 DEG 21' 43" W 968.24 FT TO BEG. AREA 131.507 AC. TOTAL AREA 368.858 AC.

**Serial Number:** 59:048:0045 **Legal Description:** E 20 FEET OF NW 1/4 OF SE 1/4 OF SE 1/4 SEC. 16, T6S, R2W, SLB&M. AREA 0.307 AC.

**Serial Number:** 59:048:0046 **Legal Description:** NW 1/4 OF SE 1/4 OF SE 1/4 SEC. 16, T6S, R2W, SLB&M. (LESS EAST 20 FEET). AREA 10.306 AC.

**Serial Number:** 59:048:0035 **Legal Description:** SW 1/4 OF NE 1/4 OF SE 1/4 OF SEC. 16, T6S, R2W, SLB&M. AREA 10.611 AC.

**Serial Number:** 59:048:0041 **Legal Description:** NW 1/4 OF NE 1/4 OF SE 1/4 OF SEC. 16, T6S, R2W, SLB&M. (LESS N 500 FT). AREA 2.671 AC.

**Serial Number:** 59:048:0042 **Legal Description:** COM AT NW COR. OF NE 1/4 OF SE 1/4 OF SEC. 16, T6S, R2W, SLB&M.; E 660 FT; S 500 FT; W 660 FT; N 500 FT TO BEG. AREA 7.576 AC.

**Serial Number:** 59:048:0047 **Legal Description:** N 551 OF SE 1/4 NW 1/4 OF NE 1/4 OF SEC. 16, T6S, R2W, SLB&M. AREA 8.436 AC.

**Serial Number:** 59:048:0043 **Legal Description:** SE 1/4 OF NW 1/4 OF NE 1/4 OF SEC. 16, T6S, R2W, SLB&M. LESS N 551 FT. AREA 1.795 AC.

**Serial Number:** 59:048:0019 **Legal Description:** NE 1/4 OF SW 1/4 OF NE 1/4 OF SEC. 16, T6S, R2W, SLB&M. AREA 10.231 AC.

**Serial Number:** 59:048:0020 **Legal Description:** SE 1/4 OF SW 1/4 OF NE 1/4 OF SEC. 16, T6S, R2W, SLB&M. AREA 10.231 AC.

**Serial Number:** 59:048:0015 **Legal Description:** NE 1/4 OF NW 1/4 OF SE 1/4 OF SEC. 16, T6S, R2W, SLB&M. AREA 10.626 AC.

**Serial Number:** 59:048:0032 **Legal Description:** SE 1/4 OF NW 1/4 OF SE 1/4 OF SEC. 16, T6S, R2W, SLB&M. AREA 10.628 AC.

**Serial Number:** 59:048:0029 **Legal Description:** SW 1/4 OF NW 1/4 OF SE 1/4 OF SEC. 16, T6S, R2W, SLB&M. AREA 10.644 AC.

**Serial Number:** 59:048:0022 **Legal Description:** SW 1/4 OF NW 1/4 OF NE 1/4 OF SEC. 16, T6S, R2W, SLB&M. AREA 10.227 AC.

**Serial Number:** 59:048:0091 **Legal Description:** COM N 6.96 FT & W 666.7 FT FR N 1/4 COR. SEC. 16, T6S, R2W, SLB&M.; S 0 DEG 23' 20" W 667.75 FT; N 89 DEG 23' 10" W 80.61 FT; N 0 DEG 25' 24" E 569.74 FT; ALONG A CURVE TO R (CHORD BEARS: N 45 DEG 31' 19" E 70.83 FT, RADIUS = 50 FT); N 89 DEG 22' 38" W 636.67 FT; N 0 DEG 23' 35" E 47.55 FT; S 89 DEG 24' 5" E 666.74 FT TO BEG. AREA 1.861 AC.

**Serial Number:** 59:048:0055 **Legal Description:** SE 1/4 OF NE 1/4 OF SW 1/4 OF SEC. 16, T6S, R2W SLB&M. AREA 9.902 AC.

**Serial Number:** 59:049:0046 **Legal Description:** COM AT E 1/4 COR. SEC. 17, T6S, R2W, SLB&M.; S 0 DEG 21' 37" W 1345.7 FT; N 89 DEG 31' 35" W 1327.87 FT; N 0 DEG 30' 3" E 1338.12 FT; S 89 DEG 51' 20" E 1324.57 FT TO BEG. AREA 40.831 AC.

**Serial Number:** 59:049:0044 **Legal Description:** COM E 3179.08 FT & S 6.27 FT FR W 1/4 COR. SEC. 17, T6S, R2W, SLB&M.; S 0 DEG 23' 34" W 1333.46 FT; N 89 DEG 31' 35" W 105.44 FT; ALONG A CURVE TO R (CHORD BEARS: N 73 DEG 52' 35" W 497.98 FT, RADIUS = 923 FT); N 58 DEG 13' 34" W 519.69 FT; ALONG A CURVE TO L (CHORD BEARS: N 74 DEG 2' 15" W 586.9 FT, RADIUS = 1077 FT); N 89 DEG 50' 55" W 821.01 FT; S 8 DEG 47' 5" E 117.14 FT; N 89 DEG 49' 48" W 152.5 FT; N 8 DEG 53' 57" W 4.06 FT; N 89 DEG 52' 17" W 630.39 FT; N 0 DEG 31' 27" E 791.67 FT; S 89 DEG 32' 51" E 658.53 FT; N 8 DEG 40' 29" W 87.88 FT; S 89 DEG 51' 20" E 2021.72 FT; S 89 DEG 51' 20" E 511.5 FT TO BEG. AREA 67.219 AC.

**Serial Number:** 59:049:0045 **Legal Description:** COM S 0 DEG 36' 11" W 1204.17 FT & W 1687.98 FT FR W 1/4 COR. SEC. 17, T6S, R2W, SLB&M.; S 8 DEG 49' 29" E 445.6 FT; N 81 DEG 10' 31" E 103.41 FT; S 8 DEG 49' 29" E 86.58 FT; S 81 DEG 10' 31" W 237.3 FT; N 8 DEG 49' 29" W 532.18 FT; N 81 DEG 10' 31" E 133.89 FT TO BEG. AREA 1.840 AC.

**Serial Number:** 59:049:0043 **Legal Description:** COM AT SE COR. SEC. 17, T6S, R2W, SLB&M.; N 89 DEG 29' 18" W 2662.24 FT; N 80.63 FT; S 89 DEG 30' 9" E 137.19 FT; N 0 DEG 35' 13" E 200 FT; N 89 DEG 30' 9" W 199.9 FT; N 0 DEG 45' 39" E 260.94 FT; S 89 DEG 30' 9" E 199.9 FT; N 0 DEG 35' 13" E 200 FT; N 89 DEG 30' 9" W 200 FT; S 0 DEG 35' 13" W 200 FT; S 0 DEG 45' 39" W 260.94 FT; S 0 DEG 35' 13" W 200 FT; S 89 DEG 30' 9" E 62.72 FT; S 80.63 FT; N 89 DEG 37' 1" W 1582.26 FT; N 8 DEG 49' 29" W 918.36 FT; N 81 DEG 10' 31" E 236.52 FT; N 8 DEG 49' 29" W 86.58 FT; S 81 DEG 10' 31" W 103.41 FT; N 8 DEG 49' 29" W 445.6 FT; S 81 DEG 10' 31" W 133.08 FT; N 8 DEG 49' 29" W 31.09 FT; S 89 DEG 58' 26" E 89.72 FT; N 9 DEG 4' 25" W 32.01 FT; N 88 DEG 58' 26" W 89.83 FT; N 8 DEG 49' 29" W 114.62 FT; S 89 DEG 32' 54" E 17.35 FT; N 12 DEG 0' 11" W 25.29 FT; N 89 DEG 32' 54" W 15.92 FT; N 8 DEG 49' 29" W 114.47 FT; S 89 DEG 50' 55" E 794.62 FT; ALONG A CURVE TO R (CHORD BEARS: S 74 DEG 2' 15" E 504.07 FT, RADIUS = 925 FT); S 58 DEG 13' 34" E 519.69 FT; ALONG A CURVE TO L (CHORD BEARS: S 73 DEG 52' 35" E 580 FT, RADIUS = 1075 FT); S 89 DEG 31' 35" E 2246 FT; S 0 DEG 23' 57" W 1188.76 FT TO BEG. AREA 133.583 AC.

**Serial Number:** 59:049:0015 **Legal Description:** COM N 14 DEG 47' 2" E 559.62 FT FR S 1/4 COR. SEC. 8, T6S, R2W, SLB&M.; N 0 DEG 35' 13" E 200 FT; N 89 DEG 30' 9" W 200 FT; S 0 DEG 35' 13" W 200 FT; S 89 DEG 30' 9" E 200 FT TO BEG. AREA 0.918 AC.

**Serial Number:** 59:049:0018 **Legal Description:** COM N 59 DEG 42' 40" E 158.99 FT FR S 1/4 COR. SEC. 17, T6S, R2W, SLB&M.; N 0 DEG 35' 13" E 200 FT; N 89 DEG 30' 9" W 200 FT; S 0 DEG 35' 13" W 200 FT; S 89 DEG 30' 9" E 200 FT TO BEG. AREA 0.918 AC.

**Serial Number:** 59:052:0017 **Legal Description:** COM AT NE COR. SEC. 20, T6S, R2W, SLB&M.; S 0 DEG 38' 49" W 2669.4 FT; S 0 DEG 24' 7" W 1924.71 FT; N 88 DEG 47' 0" W 1305.48 FT; S 8.33 FT; N 88 DEG 46' 5" W 1320.59 FT; N 1932.2 FT; W 1164.16 FT; N 8 DEG 49' 29" W 2679.98 FT; S 89 DEG 37' 1" E 1582.24 FT; S 89 DEG 29' 17" E .1 FT; S 89 DEG 29' 18" E 2662.22 FT TO BEG. AREA 361.314 AC.

**Serial Number:** 59:053:0026 **Legal Description:** COM AT NW COR. SEC. 21, T6S, R2W, SLB&M.; S 89 DEG 21' 43" E 968.24 FT; S 0 DEG 37' 31" W 118.69 FT; S 1 DEG 39' 34" E 1071.76 FT; S 0 DEG 37' 31" W 200 FT; S 89 DEG 22' 57" E 200 FT; N 0 DEG 37' 31" E 200 FT; N 89 DEG 22' 57" W 199.9 FT; N 1 DEG 39' 34" W 1071.76 FT; S 89 DEG 22' 57" E 199.9 FT; N 0 DEG 37' 31" E 118.62 FT; S 89 DEG 21' 43" E 1400.67 FT; S 89 DEG 39' 34" E 1383.1 FT; S 0 DEG 7' 26" E 2655.84 FT; N 89 DEG 39' 48" W 1359.66 FT; S 0 DEG 11' 44" W 1242.98 FT; S 87 DEG 12' 10" E 1019.29 FT; S 51 DEG 20' 10" E 15.82 FT; S 38 DEG 13' 0" W 121.92 FT; N 51 DEG 47' 0" W 28.07 FT; N 87 DEG 39' 0" W 934.07 FT; S 0 DEG 11' 44" W 631.14 FT; N 88 DEG 47' 0" W 2635.49 FT; N 0 DEG 24' 7" E 8.68 FT; N 0 DEG 24' 7" E 1924.71 FT; N 0 DEG 38' 49" E 2669.4 FT TO BEG. AREA 361.214 AC.

**Serial Number:** 59:048:0027 **Legal Description:** COM N 89 DEG 15' 2" E 3631.6 FT FR S 1/4 COR. SEC. 17, T6S, R2W, SLB&M.; S 89 DEG 22' 57" E 200 FT; S 0 DEG 37' 31" W 200 FT; N 89 DEG 22' 57" W 200 FT; N 0 DEG 37' 31" E 200 FT TO BEG. AREA 0.918 AC.

**Serial Number:** 59:053:0019 **Legal Description:** COM S 71 DEG 30' 44" E 3859.33 FT FR N 1/4 COR. SEC. 20, T6S, R2W, SLB&M.; S 89 DEG 22' 57" E 200 FT; S 0 DEG 37' 31" W 200 FT; N 89 DEG 22' 57" W 200 FT; N 0 DEG 37' 31" E 200 FT TO BEG. AREA 0.918 AC.

**Serial Number:** 59:050:0052 **Legal Description:** COM AT NE COR. SEC. 18, T6S, R2W, SLB&M.; S 89 DEG 30' 22" E 61.03 FT; S 8 DEG 40' 29" E 175 FT; S 81 DEG 19' 31" W 220 FT; S 8 DEG 40' 29" E 703.74 FT; S 86 DEG 36' 52" W 93.51 FT; N 0 DEG 1' 10" E .96 FT; N 89 DEG 58' 40" W 1004 FT; S 0 DEG 1' 20" W 870 FT; N 89 DEG 58' 40" W 276 FT; S 0 DEG 1' 20" W 110 FT; S 0 DEG 1' 20" W 463.5 FT; N 89 DEG 58' 40" W 143 FT; S 0 DEG 1' 20" W 90.84 FT; N 89 DEG 58' 8" W 172.99 FT; S 0 DEG 1' 52" W 213.5 FT; S 39 DEG 50' 10" E 20.62 FT; N 89 DEG 28' 36" W 993.73 FT; S 0 DEG 30' 14" W 1323.74 FT; N 89 DEG 29' 31" W 2669 FT; N 0 DEG 33' 43" E 1322.74 FT; N 0 DEG 32' 49" E 2685.22 FT; S 89 DEG 26' 32" E 2665.62 FT; S 0 DEG 30' 14" W 831.97 FT; S 0 DEG 30' 14" W 208 FT; S 89 DEG 29' 46" E 210 FT; N 0 DEG 30' 14" E 208 FT; N 89 DEG 29' 46" W 209.9 FT; N 0 DEG 30' 14" E 831.97 FT; S 89 DEG 33' 5" E 2670.82 FT TO BEG. AREA 355.111 AC.

**Serial Number:** 59:050:0046 **Legal Description:** COM S 832.02 FT FR N 1/4 COR. SEC. 18, T6S, R2W, SLB&M.; S 56.03 FT; E 150 FT; S 150 FT; E 50.88 FT; N 0 DEG 30' 14" E 204.26 FT; N 89 DEG 29' 46" W 202.69 FT TO BEG. AREA 0.434 AC.

**Serial Number:** 59:050:0042 **Legal Description:** COM S 906.95 FT & W 117.27 FT FR NE COR. SEC. 18, T6S, R2W, SLB&M.; S 0 DEG 49' 19" E 23.02 FT; S 87.03 FT; W 725.48 FT; N 110.32 FT; S 89 DEG 58' 40" E 725.15 FT TO BEG. AREA 1.835 AC.

**Serial Number:** 59:050:0044 **Legal Description:** COM S 906.74 FT & W 660 FT FR NE COR. SEC. 18, T6S, R2W, SLB&M.; S 2.08 FT; W 178.38 FT; S 108.17 FT; W 172.53 FT; S 337.01 FT; W 110.54 FT; N 0 DEG 1' 20" E 447.43 FT; S 89 DEG 58' 40" E 461.27 FT TO BEG. AREA 1.580 AC.

**Serial Number:** 59:050:0043 **Legal Description:** COM S 1346.07 FT & W 1010.91 FT FR NE COR. SEC. 18, T6S, R2W, SLB&M.; S 436.83 FT; N 89 DEG 32' 54" W 7.56 FT; S 0 DEG 27' 6" W 102 FT; N 89 DEG 32' 54" W 315.62 FT; N 0 DEG 27' 6" E 105.86 FT; S 89 DEG 58' 40" E 212.44 FT; N 0 DEG 1' 20" E 431.38 FT; S 89 DEG 32' 54" E 110.54 FT TO BEG. AREA 1.871 AC.

**Serial Number:** 59:050:0045 **Legal Description:** COM S 1797.4 FT & E 1296.97 FT FR NE COR. SEC. 18, T6S, R2W, SLB&M.; S 100.23 FT; W 23.74 FT; N 0 DEG 1' 20" E 100.23 FT; S 89 DEG 58' 40" E 23.7 FT TO BEG. AREA 0.055 AC.

**Serial Number:** 59:050:0050 **Legal Description:** COM AT SE COR. SEC. 18, T6S, R2W, SLB&M.; N 0 DEG 28' 58" E 2302.15 FT; N 89 DEG 28' 36" W 876 FT; N 31 DEG 29' 59" E 291.67 FT; N 89 DEG 30' 7" W 1.76 FT; N 31 DEG 30' 0" E 117.28 FT; N 89 DEG 30' 7" W 853.56 FT; S 50 DEG 9' 50" W 120.95 FT; N 39 DEG 50' 10" W 102.68 FT; N 89 DEG 28' 37" W 993.9 FT; S 0 DEG 29' 31" W 2651.37 FT; S 89 DEG 27' 20" E 2673.52 FT TO BEG. AREA 156.316 AC.

**Serial Number:** 59:050:0037 **Legal Description:** COM AT SW COR. OF LOT 111, WHITE HILLS SUB PLAT "A"; S 89 DEG 30' 10" E 209.45 FT; S 89 DEG 30' 7" E 518.21 FT; S 0 DEG 31' 28" W 250.23 FT; N 89 DEG 28' 36" W 877.68 FT; N 31 DEG 29' 59" E 291.48 FT TO BEG. AREA 4.608 AC.

**Serial Number:** 59:051:0028 **Legal Description:** COM AT NE COR. SEC. 19, T6S, R2W, SLB&M.; N 89 DEG 27' 21" W 1336.77 FT; N 89 DEG 27' 21" W 1336.77 FT; S 0 DEG 15' 28" W 1340 FT; S 89 DEG 40' 36" E 1333.81 FT; S 89 DEG 40' 36" E 733.93 FT; N 0 DEG 30' 59" E 33.42 FT; N 89 DEG 39' 9" W .66 FT; N 0 DEG 32' 4" E 944.99 FT; S 89 DEG 25' 51" E 600.16 FT; N 0 DEG 30' 42" E 353.86 FT TO BEG. AREA 68.328 AC. ALSO SW 1/4 OF NE 1/4 OF SEC. 19, T6S, R2W, SLB&M. AREA 40.881 AC. TOTAL AREA 109.209 AC.

**Serial Number:** 59:051:0002 **Legal Description:** E 1/2 OF NW 1/4 OF SEC. 19, T6S, R2W, SLB&M. AREA 82.410 AC.

**Serial Number:** 59:050:0009 **Legal Description:** S 1/2 OF SW 1/4 OF SEC. 18, T6S, R2W, SLB&M. AREA 81.184 AC.

**Serial Number:** 59:074:0007 **Legal Description:** COM AT SE 1/4 COR. SEC. 13, T6S, R3W, SLB&M.; N 0 DEG 30' 27" E 1324.48 FT; N 89 DEG 27' 54" W 1910.51 FT; S 0 DEG 44' 0" W 1323.73 FT; S 89 DEG 26' 32" E 1915.72 FT TO BEG. AREA 58.153 AC.

**Serial Number:** 59:074:0008 **Legal Description:** COM AT S 1/4 COR. SEC. 13, T6S, R3W, SLB&M.; N 0 DEG 44' 0" E 1323.97 FT; S 89 DEG 27' 54" E 784.17 FT; S 0 DEG 44' 0" W 1324.51 FT; N 89 DEG 25' 32" W 784.17 FT TO BEG. AREA 23.839 AC.

**Serial Number:** 59:049:0044 **Legal Description:** COM E 3179.08 FT & S 6.27 FT FR W 1/4 COR. SEC. 17, T6S, R2W, SLB&M.; S 0 DEG 23' 34" W 1333.46 FT; N 89 DEG 31' 35" W 105.44 FT; ALONG A CURVE TO R (CHORD BEARS: N 73 DEG 52' 35" W 497.98 FT, RADIUS = 923 FT); N 58 DEG 13' 34" W 519.69 FT; ALONG A CURVE TO L (CHORD BEARS: N 74 DEG 2' 15" W 586.9 FT, RADIUS = 1077 FT); N 89 DEG 50' 55" W 821.01 FT; S 8 DEG 47' 5" E 117.14 FT; N 89 DEG 49' 48" W 152.5 FT; N 8 DEG 53' 57" W 4.06 FT; N 89 DEG 52' 17" W 630.39 FT; N 0 DEG 31' 27" E 791.67 FT; S 89 DEG 32' 51" E 658.53 FT; N 8 DEG 40' 29" W 87.88 FT; S 89 DEG 51' 20" E 2021.72 FT; S 89 DEG 51' 20" E 511.5 FT TO BEG. AREA 67.219 AC.

**Serial Number:** 59:074:0011 **Legal Description:** COM S 0 DEG 33' 52" W 442.07 FT FR NE COR. SEC. 13, T6S, R3W, SLB&M.; S 0 DEG 32' 49" W 2243.18 FT; N 89 DEG 8' 6" W 1998.02 FT; N 26.76 FT; W 200 FT; S 23.74 FT; N 89 DEG 8' 6" W 496.24 FT; N 0 DEG 37' 37" E 276.83 FT; S 89 DEG 4' 2" E 1008.62 FT; N 0 DEG 33' 52" E 562.04 FT; S 89 DEG 4' 2" E 536.21 FT; N 0 DEG 33' 52" E 751.66 FT; N 74 DEG 57' 50" E 554.96 FT; N 51 DEG 26' 57" E 791.28 FT TO BEG. AREA 65.074 AC. ALSO COM FR E 1/4 COR. SEC. 13, T6S, R3W, SLB&M.; S 0 DEG 33' 43" W 1322.75 FT; N 89 DEG 19' 50" W 2695.86 FT; N 0 DEG 37' 37" E 1331.95 FT; S 89 DEG 8' 6" E 496.34 FT; S 176.26 FT; E 200 FT; N 173.24 FT; S 89 DEG 8' 6" E 1998.02 FT TO BEG. AREA 81.322 AC. TOTAL AREA 146.396 AC.

**Serial Number:** 59:074:0005 **Legal Description:** COM N 88 DEG 22' 4" W 1998.6 FT FR W 1/4 COR. SEC. 18, T6S, R2W, SLB&M.; S 200 FT; W 200 FT; N 200 FT; E 200 FT TO BEG. AREA 0.918 AC.

EXHIBIT C

to

COMMUNICATIONS EASEMENT AGREEMENT

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Exclusive Telecommunications Easement Area

[TO BE INSERTED.]