

WHEN RECORDED, RETURN TO:  
Matt Weller  
All West Communications, Inc.  
50 West 100 North  
Kamas, Utah 84036

**ENTRY NO. 01014893**

03/17/2015 10:08:49 AM B: 2283 P: 1527

Easements PAGE 1/4

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER

FEE 20.00 BY ALLWEST COMMUNICATIONS



## GRANT OF EASEMENT

For the mutual covenants and other good and valuable consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, **Oakley City**, whose address is 960 West Center Street, Oakley, Utah **GRANTOR or Party**, hereby gives and grants to **ALL WEST COMMUNICATIONS, INC.**, a Utah corporation, whose address is 50 West 100 North, Kamas, Utah 84036, **GRANTEE, Party, or together with Grantor, Parties**, an easement to construct, install, and maintain telecommunications facilities as hereinafter described. The following recitals are a material part of this Grant of Easement (“Agreement”):

### RECITALS:

A. Grantor is the owner of that certain parcel of real property (“Grantor’s Property”) which is also located in Summit County, State of Utah, more particularly described as set forth in Exhibit 1.

B. Grantee is a telecommunications service provider desiring to place telecommunications facilities under and upon Grantor’s Property.

C. Grantor desires to grant to Grantee, and Grantee desires to obtain from Grantor a non-exclusive perpetual easement to construct, install, and maintain utility facilities under and on Grantor’s Property.

THEREFORE, Grantor and Grantee make the following grant, agreements, covenants and restrictions:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee and to Grantee’s successors, assigns, and agents, a non-exclusive, perpetual easement to construct, operate, maintain, replace, and remove such telecommunications facilities equipment and structures as Grantee may require including wires, cables, conduits, and fixtures, under and upon Grantor’s Property (“Facilities”). This grant includes the right of ingress and egress to and from the right-of-way where the Facilities are located on Grantor’s Property. As necessary for temporary periods, Grantee may use the property along or adjacent to the right-of-way easement in connection with construction, maintenance, repair, removal or replacement of the Facilities.

2. Grantor’s Uses. Grantor may use Grantor’s Property for any purpose except for the purpose for which this easement is granted, provided such use does not interfere with Grantee’s Facilities or any rights granted to Grantee hereunder. Grantor may not build or permit to be built any building or other improvement on, over, or under the easement or change the contour thereof without first getting the written consent of Grantee, which Grantee may withhold in Grantee’s reasonable discretion.

3. Maintenance and Repair. Grantee shall maintain the easement in good repair and agrees, in the event Grantee damages Grantor's Property, to pay for the damage or restore Grantor's Property. The decision to pay for damages or alternatively to restore Grantor's Property is left solely to Grantee's discretion. Grantee shall not be responsible for damage to the easement caused by Grantor or by a third party.

4. Indemnification. Grantor and Grantee agree to indemnify, hold harmless, and defend one another, their affiliates, directors, officers, shareholders, members, employees, and agents from and against any and all claims, causes of action, damages, fines, judgments, penalties, costs, liabilities, losses or expenses, (including, without limitation, attorney's fees, court costs, and any other costs of litigation) arising from: their use of Grantor's Property; a breach of any obligation of this Agreement; a violation of law; any claim of injury or death, loss, or damage to property caused by or relating to any work or action required or permitted by this Agreement; or any negligent acts or omissions or willful misconduct.

5. Enforcement of Covenants. It is understood and agreed that the rights and easement herein granted shall be binding upon Grantor and Grantor's successors and assigns, and shall inure to the benefit of Grantee and Grantee's successors and assigns. In the event of a breach of this Agreement by either Party, by any of their successors or assigns, both Parties shall be entitled to specific enforcement of the provisions of this Agreement or damages resulting from the breach thereof, or both.

6. Nature of Easement. The easement granted herein is an easement in gross and may be freely assigned or transferred by Grantee with the consent of Grantor. Grantor's consent may not be unreasonably withheld.

7. No Partnership. Nothing in this instrument shall be deemed or construed to create the relationship of principal and agent or partnership or joint venture or of any other similar association between the Parties hereto.

8. Miscellaneous:

a. Attorneys' Fees. In the event any action is instituted by a Party to enforce any of the provisions contained herein, the prevailing Party in such action shall be entitled to reasonable attorneys' fees, costs and expenses.

b. Modification of Amendments. No amendment or modification of this instrument shall be valid unless in writing and signed by the Parties hereto.

c. Entire Agreement. This instrument constitutes the entire understanding and agreement of the Parties and any and all prior agreements, understandings or representations are hereby terminated and cancelled in their entirety and are of no force and effect.

d. Captions. The captions appearing in this instrument are for convenience in reference only. Should there be any conflict between any caption and the section with which it appears, the section and not the caption shall control.

e. Waiver. The waiver by any Party to this instrument of a breach of any provision of covenants set forth herein shall not be deemed a continuing waiver or waiver of any subsequent breach.

DATED as of this 13 day of March 2015.

**GRANTOR:**

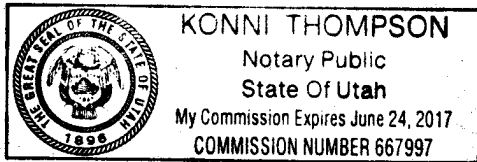
**Oakley City**

By: Wade Wolfe  
Its: MAYOR

STATE OF UTAH )  
COUNTY OF Summit ) ss.

The foregoing instrument was acknowledged before me this 13 day of March, 2015, by Wade Wolfe manager of Oakley City, LLC.

Kenni Thompson  
NOTARY PUBLIC



**GRANTEE:**

**All West Communications, Inc.** a Utah corporation

By: Steve Taylor  
Its: ENGINEER

STATE OF UTAH )  
COUNTY OF Summit ) ss.

The foregoing instrument was acknowledged before me this 11 day of March 2015, by Steve Taylor, Engineer of All West Communications, Inc.

Brenda K. VanCott  
NOTARY PUBLIC

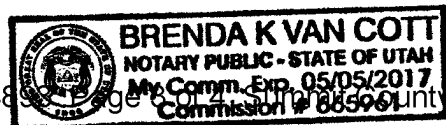


Exhibit 1

**Parcel Number: OT-40-B-X**

BEG 1117.76 FT N & 247.70 FT E OF SW COR SEC 20 T1SR6E, SLBM, RUN TH E 115 FT; TH N 200.16 FT, TH W 3.1 FT, TH S 63\*00' W 125.59 FT; TH S 143.14 FT TO BEG CONT 0.43 AC LESS 0.056 AC HWY

**Parcel Number: OT-40-C-X**

BEG 51 1/2 RODS N & 2 RODS E OF SW COR SEC 20, T1SR6E, SLBM TH E 6 RDS; N 0.5 RD E 9 RDS; N 4.5 RDS; E 5 RDS; N 187.54 FT; TH W 115.0 FT; TH N 143.14 FT; TH S 63\*0' W 240.96 FT; TH S 13.01 FT; E 4 RDS S 6 RDS; W 4 RDS; S 11.5 RDS TO BEG EXCEPTING TRACT BEG 1101.51 FT N & 33.0 FT E OF SW COR SEC 20 T1SR6E, SLBM TH N 63\*00' E 236.96 FT, N 50 FT, S 63\*00' W 236.96 FT, N 50 FT, S 63\*00' W 236.96 FT S 50 FT TO BEG (LESS 0.50 AC M121-706 OT-40-C-1) BAL 1.41 ACRES

**Parcel Number: OT-50-X**

BEG 42 RDS N & 17 RDS E OF SW COR SEC 20, T1SR6E, SLBM TH E 75 FT TO TRUE PT OF BEG. TH E 93.072 FT TO W LINE LEO & ROBERTA H FRAIZER PROPERTY AS RECORDED 11-12-74 #124954; TH N 12 RDS 5 FT, W 168.072 FT S 103 FT; TH E 75 FT TH S 100 FT TO BEG CONT 0.61 ACRES (LESS 0.06 AC 848-389 OT-50-B-X) BAL 0.55 ACRES

**Parcel Number: OT-33-X**

BEG 50 RDS N & 8 RDS E FR TH SW 1/4 OF SEC 20 & RUN N 2 RDS, TH E 9 RDS; S 10 RDS W 9 RDS TH N 8 RDS TO BEG CONT 98 SQ RDS (DESC 3 TRACTS)

**Parcel Number: OT-50-A-X**

COM 42 RDS N & 17 RDS E OF SW COR SEC 20 T1SR6E SLBM TH E 75 FT, N 100 FT, W 75 FT, S 100 FT TO BEG. CONT 0.17 ACRES

Legal Description of Grantor's Property

Easement Description

A right of way and easement 10 feet in width, being 5 feet each side of the following described:

Beginning North 1310.70' and East 345.44' from the South West Corner of Section 20, Township 1 South, Range 4 East, Salt Lake Base and Meridian to the point of beginning. Point being on Weber Canyon Road & Parcel OT-40-B-X, thence S0° 11' 48"W 372.92' along edge of road, thence West 58.66', thence South 89.84' to an intersection in the easement; Continuing thence South 154.94' to the edge of parcel OT-50-A-X and Center Street. Also Continuing from the intersection of easement West 148.50' running behind City Building, thence South 38' to end of easement.