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ENT 13114:2024 PG 1 of 15
ANDREA ALLEN
UTAH COUNTY RECORDER
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COMMUNICATIONS EASEMENT AGREEMENT

THIS COMMUNICATIONS EASEMENT AGREEMENT (the “**Agreement**”) is entered into as of the 20th day of February, 2024, 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 FIRSDIGITAL 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 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 A 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 internet 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.

F. Parties previously executed a certain Communications Easement Agreement recorded as Entry No. 155977:2020. That recorded instrument is released. This Agreement corrects the legal description only.

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 B 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 an 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, in 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.

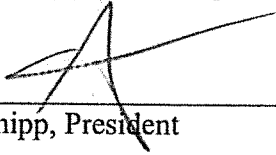
[Signatures on the Next Page]

The Parties have executed this Agreement to be effective on September 1, 2020, the Effective Date of the underlying Communications Services Agreement.

GRANTOR:

Oquirrh Wood Ranch, LLC,
a Utah limited liability company

By: Shipp Ventures its Manager



Nathan D. Shipp, President

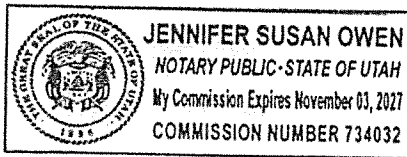
FIRSTDIGITAL:

FirstDigital Telecom, LLC,
a Utah limited liability company

By: 
Wesley McDougal, President

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

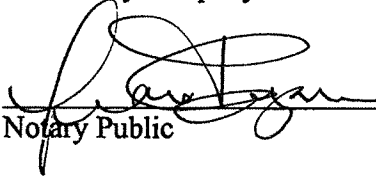
On the 17 day of February, 2024, personally appeared before me Nathan D. Shipp, the signer of the foregoing document, who acknowledged to me that he executed the same, as President of Shipp Ventures, the Manager of Oquirrh Wood Ranch, LLC, a Utah limited liability company.



Jennifer Susan Owen
Notary Public

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

On the 20th day of February, 2024, personally appeared before me Wesley McDougal, the signer of the foregoing document, who acknowledged to me that he executed the same, as the President of FirstDigital Telecom, LLC, a Utah limited liability company.



Notary Public

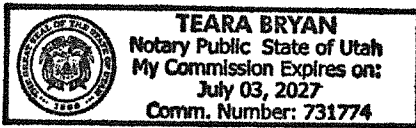


EXHIBIT A

TO

COMMUNICATIONS EASEMENT AGREEMENT

Legal Description of the Property

EASEMENT AREA 1

A PARCEL OF LAND SITUATE WITHIN THE SOUTHWEST QUARTER OF SECTION 08, SECTION 18, SOUTHWEST QUARTER OF SECTION 17, NORTH HALF OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND THE EAST HALF OF SECTION 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF SALT LAKE, STATE OF UTAH, SAID PARCEL BEING THE POLE CANYON DEVELOPMENT AREA WEST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE SECTION CORNER COMMON TO SECTIONS 7, 8, 17, & 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N 00° 25' 27" E, ALONG THE SECTION LINE COMMON TO SAID SECTIONS 7 & 8, A DISTANCE OF 142.86 FEET; THENCE EAST, ALONG THE SOUTH LINE OF QUESTAR GAS COMPANY PARCEL 59:040:0014, A DISTANCE OF 35.65 FEET TO A POINT ON THE WEST LINE OF S.R.-73; THENCE S 08° 42' 32" E, ALONG SAID WEST LINE, A DISTANCE OF 320.38 FEET, TO THE NORTH LINE OF THE WILSON PARCEL: 59-049-0042; THENCE S 81° 17' 56" W, ALONG SAID NORTH LINE, A DISTANCE OF 217.69 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 08° 42' 04" E, ALONG THE WEST LINE OF SAID WILSON PARCEL, A DISTANCE OF 703.72 FEET TO THE NORTH LINE OF THE EAGLE MOUNTAIN CITY PARCEL: 59:050:0051; THENCE S 86° 35' 16" W, ALONG SAID NORTH LINE, A DISTANCE OF 93.49 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 00' 15" E, ALONG THE WEST LINE OF SAID EAGLE MOUNTAIN CITY PARCEL, A DISTANCE OF 109.06 FEET, TO THE NORTHEAST CORNER OF WHITE HILLS SUBDIVISION PLAT 'C'; THENCE S 89° 59' 45" W, ALONG THE NORTH LINE OF SAID WHITE HILLS SUBDIVISION PLAT 'C', A DISTANCE OF 65.85 FEET, TO THE EAST LINE OF POLE CANYON NPA-11 SUBDIVISION; THENCE ALONG THE LINES OF SAID SUBDIVISION, THE FOLLOWING FOUR (4) COURSES: (1) N 00° 05' 01" W, A DISTANCE OF 110.00 FEET; (2) S 89° 59' 45" W, A DISTANCE OF 938.00 FEET; (3) S 00° 00' 15" E, A DISTANCE OF 870.00 FEET; (4) S 89° 59' 45" W, A DISTANCE OF 276.00 FEET; THENCE S 00° 00' 15" E, ALONG THE WEST LINE OF SAID POLE CANYON NPA-11 SUBDIVISION AND THE WEST LINE OF WHITE HILLS SUBDIVISION, A DISTANCE OF 573.52 FEET; THENCE S 89° 59' 45" W, 143.00 FEET THENCE S 00° 00' 15" E, 90.80 FEET, TO THE NORTHEAST CORNER OF THE EAGLE MOUNTAIN CITY PARCEL: 59:050:0047; THENCE ALONG THE LINES OF SAID EAGLE MOUNTAIN CITY PARCELS 59:050:0047 & 59:050:0049,

THE FOLLOWING FOUR (4) COURSES: (1) S 89° 59' 45" W, 173.78 FEET; (2) S 00° 00' 15" E, 213.50 FEET; (3) S 39° 52' 19" E, 124.33; (4) N 50° 07' 40" E, 122.58 FEET, TO THE SOUTHWEST CORNER OF SAID WHITE HILLS SUBDIVISION PLAT "A"; THENCE S 89° 30' 22" E, ALONG THE SOUTH LINE OF SAID WHITE HILLS SUBDIVISION PLAT "A", 401.61 FEET; TO THE WEST LINE OF CAREY SMITH PARCEL, DESCRIBED IN ENTRY NO.: 10503:2023; THENCE S 0° 29' 12" W, ALONG SAID WEST LINE, 407.54 FEET, TO THE SOUTHWEST CORNER THEREOF; THENCE S 89° 30' 22" E, ALONG THE SOUTH LINE OF SAID PARCEL, 762.53 FEET, TO THE WEST LINE OF GRANT SMITH FARMS PARCEL, DESCRIBED IN ENTRY NO.: 10504:2023; THENCE S 0°29'12" W, ALONG SAID WEST LINE, 402.44 FEET, TO THE NORTH LINE OF LEWISTON ROAD; THENCE ALONG THE LINES OF SAID LEWISTON ROAD THE FOLLOWING FIVE (5) COURSES: (1) N 89° 53' 01" W, 564.07 feet; (2) N 57°57'02" W, 220.80 FEET; (3) S 31° 19' 38" W, 66.01 FEET; (4) S 57° 57' 02" E, 238.84 FEET; (5) S 89° 52' 16" E, 937.55 FEET, TO THE NORTHWEST CORNER OF WHITE HILLS COUNTRY ESTATES, SAID CORNER BEING MARKED BY A BRASS MONUMENT STAMPED L.S. 2763; THENCE S 00° 29' 12" W, ALONG AFORESAID QUARTER SECTION LINE COMMON TO SECTIONS 17 & 18 AND THE WEST LINE OF SAID WHITE HILLS COUNTRY ESTATES, A DISTANCE OF 1779.74 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 17, 18, 19, & 20; THENCE S 00° 30' 42" W, CONTINUING ALONG SAID WEST LINE OF WHITE HILLS COUNTY ESTATES, A DISTANCE OF 353.88 FEET TO THE NORTHEAST CORNER OF J & J RANCHES SUBDIVISION; THENCE N 89° 27' 13" W, ALONG SAID NORTH LINE, A DISTANCE OF 600.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 30' 42" W, ALONG THE WEST LINE OF SAID SUBDIVISION, AND THE PROJECTION THEREOF, A DISTANCE OF 977.96 FEET TO THE NORTHEAST CORNER OF THE RANCH AT POLE CANYON, LLC. PARCEL: 59:051:0026, SAID CORNER BEING MARKED BY A 5/8" REBAR AND CAP STAMPED L.S.356548; THENCE N 89° 40' 33" W, ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 733.66 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 00° 22' 47" W, ALONG THE WEST LINE OF SAID PARCEL AND THE WEST LINE OF THE 2 B INVESTMENTS, LLC. PARCEL: 59:051:0027, A DISTANCE OF 1334.90 FEET, TO A POINT IN THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 19; THENCE N 89° 54' 04" W, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2669.96 FEET TO THE CENTER-WEST SIXTEENTH (C-W 1/16TH) CORNER; THENCE N 00° 21' 12" E, ALONG THE NORTH-SOUTH SIXTEENTH LINE, OF THE NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2690.52 FEET, TO THE WEST SIXTEENTH (W-1/16TH) CORNER COMMON TO SECTIONS 18 & 19, MARKED BY A 5/8" REBAR AND RED NYLON CAP STAMPED "MCNEIL ENG."; THENCE N 89° 26' 42" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 18 & 19, A DISTANCE OF 1334.45 FEET, TO THE SECTION CORNER COMMON TO SECTIONS 18 & 19, TOWNSHIP 6 SOUTH, RANGE 2 WEST AND SECTIONS 13 & 24, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N 89° 26' 40" W, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS 13 & 24, A DISTANCE OF 1916.71 FEET, TO THE EAST LINE OF GRANT SMITHS FARMS PARCEL DESCRIBED IN ENTRY NO.: 176235:2006 (UTAH COUNTY PARCEL NO.: 59:074:0008); THENCE N 0° 44' 00" E, ALONG SAID EAST LINE, 1331.62 FEET, TO THE NORTHEAST

CORNER THEREOF; THENCE N 89° 13' 49" W, ALONG THE NORTH LINE OF SAID PARCEL, 785.22 FEET, TO THE NORTH-SOUTH CENTER QUARTER LINE OF SAID SECTION 13; THENCE N 00° 42' 42" E, ALONG SAID NORTH-SOUTH CENTER QUARTER LINE, A DISTANCE OF 1334.80 FEET TO THE CENTER QUARTER CORNER (NOT MONUMENTED) THENCE N 00° 42' 42" E, CONTINUING ALONG SAID NORTH-SOUTH CENTER QUARTER LINE, A DISTANCE OF 270.32 FEET, TO THE SOUTHWEST CORNER OF THE CROSSROADS OF THE WEST COUNCIL, INC. BOY SCOUTS OF AMERICA PARCEL: 59:074:0010, SAID CORNER BEING MARKED BY A 5/8" REBAR AND CAP STAMPED "MCNEIL ENG."; THENCE ALONG THE LINES OF SAID BOY SCOUTS OF AMERICA PARCEL, THE FOLLOWING SEVEN (7) COURSES: (1) S 89° 05' 10" E, 1006.30 FEET; (2) N 00° 32' 44" E, 562.04 FEET; (3) S 89° 05' 10" E, 536.21 FEET; (4) N 00° 32' 44" E, 751.66 FEET; (5) N 74° 56' 42" E, 554.96 FEET; (6) N 51° 25' 49" E, 791.11 FEET; (7) N 00° 32' 45" E, 442.07 FEET, TO THE SECTION CORNER COMMON TO SECTION 12 & 13, TOWNSHIP 6 SOUTH, RANGE 3 WEST AND SECTIONS 7 & 18, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S 89° 26' 21" E, ALONG THE QUARTER SECTION LINE, OF SAID SECTIONS 7 & 18, A DISTANCE OF 2665.94 FEET, TO THE QUARTER CORNER COMMON TO SAID SECTION 7 & 18; THENCE S 89° 33' 10" E, ALONG THE QUARTER SECTION LINE COMMON TO SAID SECTIONS, A DISTANCE OF 2670.85 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM EAGLE MOUNTAIN CITY PARCEL: 59:050:0027, RECORDED AS ENTRY NO.: 12104:2019 AND WHITE HILLS WATER COMPANY INC. PARCEL: 59:074:0005, DESCRIBED IN ENTRY NO.: 81464:2007

DEVELOPMENT AREA 1 AREA CONTAINS: 44,768,054 SQ. FT., OR 1,027.73 AC

EASEMENT AREA 2

A PARCEL OF LAND SITUATE WITHIN THE SOUTH HALF (S-1/2) OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT N 89°52'19" W, ALONG THE SECTION LINE, A DISTANCE OF 1324.77 FEET FROM THE QUARTER CORNER COMMON TO SECTIONS 16 & 17, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 00° 23' 28" W, A DISTANCE OF 1338.14 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF POLE CANYON BOULEVARD, PER THE TYSON SUBDIVISION PLAT; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINES THE FOLLOWING FIVE (5) COURSES: (1) N 89° 32' 56" W, A DISTANCE OF 918.71 FEET TO THE BEGINNING OF A CURVE; (2) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 31° 18' 01", A DISTANCE OF 504.23 FEET; HAVING A RADIUS OF 923.00 FEET, AND WHOSE LONG CHORD BEARS N 73° 53' 56" W, A DISTANCE OF 497.98 FEET; (3) N 58° 14' 55" W, A DISTANCE OF

519.69 FEET TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF $31^{\circ} 37' 21''$, A DISTANCE OF 594.41 FEET, HAVING A RADIUS OF 1077.00 FEET, AND WHOSE LONG CHORD BEARS $N 74^{\circ} 03' 36'' W$, A DISTANCE OF 586.90 FEET; (5) $N 89^{\circ} 52' 16'' W$, A DISTANCE OF 821.01 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF S.R.-73; THENCE $N 08^{\circ} 42' 32'' W$, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 772.67 FEET TO THE EAST-WEST CENTER QUARTER LINE OF SAID SECTION 17; THENCE $S 89^{\circ} 52' 19'' E$, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2023.4392 FEET, TOT EH CENTER QUARTER CORNER OF SAID SECTION 17; THENCE $S 89^{\circ} 52' 19'' E$, CONTINUING ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 1327.08 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3,449,196 SQ. FT., OR 79.183 ACRES

EASEMENT AREA 3

A PARCEL OF LAND SITUATE WITHIN SECTION 16, THE SOUTH HALF OF SECTION 17, SECTION 20, AND 21, ALL IN TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN EAGLE MOUNTAIN CITY, COUNTY OF UTAH, STATE OF UTAH SAID PARCEL BEING WITHIN THE POLE CANYON DEVELOPMENT AREA, EAST OF S.R.-73 AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF POLE CANYON BOULEVARD, SAID POINT BEING $S 89^{\circ} 40' 33'' E$, ALONG THE SECTION LINE COMMON TO SECTIONS 16 & 21, A DISTANCE OF 579.02 FEET, AND $S 0^{\circ} 19' 31'' W$, 76.00 FEET, FROM THE THE UTAH COUNTY BRASS CAP MONUMENT MARKING THE QUARTER CORNER COMMON TO SAID SECTION 16 & 21, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE $S 00^{\circ} 19' 30'' W$, A DISTANCE OF 409.12 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF $74^{\circ} 29' 58''$, A DISTANCE OF 1170.23 FEET, HAVING A RADIUS OF 900.00 FEET, AND WHOSE LONG CHORD BEARS $S 37^{\circ} 34' 30'' W$, A DISTANCE OF 1089.52 FEET; THENCE $S 74^{\circ} 49' 29'' W$, A DISTANCE OF 185.03 FEET TO THE BEGINNING OF A CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF $54^{\circ} 56' 14''$, A DISTANCE OF 383.53 FEET, HAVING A RADIUS OF 400.00 FEET, AND WHOSE LONG CHORD BEARS $S 47^{\circ} 21' 22'' W$, A DISTANCE OF 369.01 FEET; THENCE $S 19^{\circ} 53' 15'' W$, A DISTANCE OF 98.94 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT, THROUGH AN ANGLE OF $66^{\circ} 37' 45''$, A DISTANCE OF 930.32 FEET, HAVING A RADIUS OF 800.00 FEET, AND WHOSE LONG CHORD BEARS $S 36^{\circ} 42' 54'' E$, 878.78 FEET; THENCE $S 3^{\circ} 24' 01'' E$, A DISTANCE OF 210.20 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF $3^{\circ} 42' 22''$, A DISTANCE OF 38.81 FEET, HAVING A RADIUS OF 600.00 FEET, AND WHOSE LONG CHORD BEARS $S 88^{\circ} 27' 10'' W$, A DISTANCE OF 38.80 FEET, MORE OR LESS, TO THE EAST-WEST CENTER

QUARTER LINE OF SAID SECTIONS 21; THENCE S 89°41' 39" E, ALONG SAID EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 25.20 FEET, TO THE CENTER QUARTER CORNER OF SAID SECTION 21;

THENCE S 00° 38' 52" E, A DISTANCE OF 1243.31 FEET; THENCE S 87° 13' 16" E, A DISTANCE OF 1001.36 FEET; THENCE S 51° 21' 16" E, A DISTANCE OF 28.00 FEET; THENCE S 38° 38' 44" W, A DISTANCE OF 123.17 FEET; THENCE N 51° 21' 16" W, A DISTANCE OF 28.00 FEET; THENCE N 87° 13' 16" W, A DISTANCE OF 923.20 FEET, TO THE AFORESAID NORTH-SOUTH CENTER QUARTER LINE; THENCE S 00° 38' 52" E, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 643.56 FEET THENCE N 88° 31' 36" W, A DISTANCE OF 2665.79 FEET TO A POINT ON THE QUARTER SECTION LINE COMMON TO SAID SECTION 20 & 21; THENCE N 88° 47' 00" W, A DISTANCE OF 2853.31 FEET, TO A POINT IN THE NORTH-SOUTH CENTER QUARTER LINE OF SAID SECTION 20; THENCE N 02° 55' 59" E, A DISTANCE OF 1903.58 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 20 (NOT MONUMENTED); THENCE N 89° 23' 27" W, ALONG THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 1031.41 FEET, TO THE EAST LINE OF S.R.-73; THENCE N 08° 51' 32" W, ALONG SAID EAST LINE, A DISTANCE OF 4464.37 FEET, TO THE SOUTHERLY LINE OF POLE CANYON BOULEVARD AS DEDICATED BY THE TYSON SUBDIVISION; THENCE ALOGN SAID SOUTHERLY LINE THE FOLLOWING NINE (9) COURSES: (1) S 89° 52' 16" E, 797.11 FEET, TO THE BEGINNING OF A CURVE (2) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 31° 37' 21", HAVING A RADIUS OF 925.00 FEET, AND WHOSE LONG CHORD BEARS S 74° 03' 36" E, A DISTANCE OF 504.07 FEET; (3) S 58° 14' 55" E, 519.69 FEET, TO THE BEGINNING OF A CURVE; (4) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 31° 18' 01", HAVING A RADIUS OF 1075.00 FEET, AND WHOSE LONG CHORD BEARS S 73° 53' 56" E, A DISTANCE OF 579.99 FEET; (5) S 89° 32' 56" E, F 2253.72 FEET, TO THE BEGINNING OF A CURVE; (6) ALONG THE ARC OF SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 30° 28' 59", HAVING A RADIUS OF 925.00 FEET, AND WHOSE LONG CHORD BEARS S 74° 18' 27" E, A DISTANCE OF 486.35 FEET; (7) S 59° 03' 57" E, 1962.72 FEET, TO THE BEGINNING OF A CURVE; (8) ALONG THE ARC OF SAID CURVE TURNING TO THE LEFT, THROUGH AN ANGLE OF 30° 36' 36", A DISTANCE OF 574.31 FEET, HAVING A RADIUS OF 1075.00 FEET, AND WHOSE LONG CHORD BEARS S 74° 22' 15" W, A DISTANCE OF 567.51 FEET; (9) S 89° 40' 33" E, A DISTANCE OF 432.25 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE WHITE HILLS WATER COMPANY INC. PARCELS NO.: 59:049:0015, 59:049:0018, 59:048:0027, AND 59:053:0019, DESCRIBED IN ENTRY NO.: 81464:2007

CONTAINS: 57,507,974SQ. FT., OR 1,320.201 AC.

EXHIBIT B

TO

COMMUNICATIONS EASEMENT AGREEMENT

Exclusive Telecommunications Easement Area

