

SENAWAVE
3047 W PARKWAY BLVD
W VC, UT 84119

Telecommunications Right-of-Way Easement Agreement

Scott Deseelhorst, 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 **Sena Wave LLC**, ("Grantee") and or its assigns, as owner of the Telecommunications Facilities ("Grantee's Facilities") located in the City of Salt Lake City, 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 at **12000 East Big Cottonwood Canyon, PID# 24-27-226-082**, 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. Grantee further agrees to repair and restore in a timely manner, at Grantee's sole expense any damage to the fiber optic telecommunications line that may be caused by Grantor during Grantor's future development of the Easement Parcel. Notwithstanding the forgoing, Grantor will notify Grantee prior to work commencing and coordinate to his best ability with Grantee to minimize any impact to fiber optic line.

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.

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12903237
12/14/2018 09:54 AM \$24.00
Book - 10738 Pg - 5175-5180
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
SENAWAVE
3047 W PARKWAY AVE
WEST VALLEY CITY UT 84119
BY: MZA, DEPUTY - WJ 6 P.

Ent 12903237 BK 10738 PG 5175

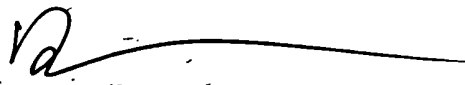
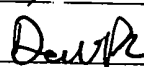
The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Agreement.

This Agreement shall be null and void if the telecommunications facilities are not installed on the Easement Parcel by no later than June 1, 2018.



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

"GRANTEE"

Sena Wave LLC

By: 
Name:  David Bradshaw
Title: COO
Date: 8/8/2018

"GRANTOR"

By:  
Name: Scott DeSeelhorst
Title: _____
Date: 9/9/17

**All Purpose
Acknowledgement**

State of Utah
County of Salt Lake

On 12.13.2018, before me, R. Scott Siler, personally appeared
(date)

Scott Disallhorst
(signers)

personally known to me - OR -

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



WITNESS my hand and official seal

(seal)

R. Scott Siler
(notary signature)

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

CAPACITY CLAIMED BY SIGNED (PRINCIPAL) DOCUMENT

- Individual
 Corporation Officer

Title(s)

- Partner(s)
 Attorney-In-Fact
 Trustee(s)
 Guardian/Conservator
 Other:

SIGNER IS REPRESENTING:
Name of Person(s) OR Entity(ies)

DESCRIPTION OF ATTACHED

Telecommunications Tower Lease Agreement
Title or Type of Document

5
Number of Pages

9.19.2017
Date of Document

Other

Right Thumbprint
of Signer
(if required)

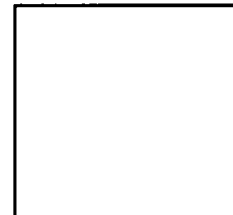


EXHIBIT A

(Legal Description of Grantor's Parcel)

SEC/TWN/RNG/MER: SEC 27 TWN3S RNG3E BEGN49 48'56 W 1309.22 FT & S
23 34'03 W 178.83FT & S 48 02'07 E 450 FT FR NE ¼ OF SEC 27, T2S, R3E,
SLM; S 48 02'07

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EXHIBIT B

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





SALT LAKE COUNTY RECORDER

Parcel Documents and Details for Parcel Number: 24272260820000

Parcel Number Status: The Parcel Number is Active

Total Parcel Owners Found: 1

Parcel Owner Name(s)	Tenancy
SOLITUDE DEVELOPMENT CO INC	

Legal Description
BEG N 89°48'56" W 1309.22 FT & S 23°34'03" W 178.83 FT & S 48°02'07" E 450 FT FR NE 1/4 OF SEC 27, T2S, R3E, SLM; S 48°02'07" E 93.95 FT; S 32°43'59" W 87.24 FT; S 01°07'50" E 58.42 FT; S 88°52'06" W 5 FT; S 01°07'51" E 39.82 FT; N 72°26'08" W 20.49 FT; S 17°33'52" W 39.14 FT; S 72°26'08" E 21.86 FT; S 33°51'15" W 105.76 FT; S 56°08'45" E 14.16 FT; S 33°51'15" W 71.18 FT; N 83°05'40" W 32.61 FT; N'LY ALG A 75 FT RADIUS CURVE TO R 76.05 FT; N 04°59'54" W 6.24 FT; N'LY ALG A 186 FT RADIUS CURVE TO R 32 FT; N 04°51'36" E 35.56 FT; NE'LY ALG A 100 FT RADIUS CURVE TO R 42.39 FT; N 29°08'50" E 272.57 FT TO BEG. LESS & EXCEPT BEG S 09°56'38" E 794.22 FT FR NW COR OF NE 1/4 OF NE 1/4 SEC 27, T2S, R3E, SLM; N 03°22'17" W 0.50 FT; N 86°37'43" E 13.60 FT; N 03°22'17" W 33.71 FT; N 86°37'43" E 24.41 FT; N 03°22'17" W 5.74 FT; N 86°37'43" E 11.08 FT; S 03°22'17" E 8.63 FT; N 86°37'43" E 13.17 FT; S 03°22'17" E 31.32 FT; S 86°37'43" W 62.26 FT TO BEG. ALSO LESS & EXCEPT BEG S 09°56'38" E 794.22 FT FR NW COR OF NE 1/4 OF NE 1/4 SEC 27, T2S, R3E, SLM; N 86°37'43" E 62.26 FT; S 03°22'17" E 0.50 FT; S 86°37'43" W 5.26 FT; S 03°22'17" E 31.51 FT; S 86°37'43" W 13.70 FT; S 03°22'17" E 8.38 FT; S 86°37'43" W 11.14 FT; N 03°22'17" W 6.44 FT; S 86°37'43" W 24.06 FT; N 03°22'17" W 33.45 FT; S 86°37'43" W 8.09 FT; N 03°22'17" W 0.50 FT TO BEG. ALSO LESS & EXCEPT BEG N 89°48'56" W 1309.22 FT & S 23°34'03" W 178.83 FT & S 48°02'07" E 450 FT & S 48°02'07" E 93.95 FT & S 33°09'08" W 87.67 FT & S 01°07'51" E 58.42 FT & S 88°52'06" W 5.0 FT & S 01°07'51" E 39.57 FT & N 72°26'08" W 19.67 FT & N 49°31'54" W 37.10 FT & S 24°06'11" W 31.35 FT & S 65°53'49" E 5.0 FT & S 24°06'11" W 0.50 FT FR NE 1/4 OF SEC 27, T2S, R3E, SLM; S 24°06'11" W 0.50 FT; S 24°06'11" W 31.35 FT; N 65°53'49" W 13.50 FT; S 24°06'11" W 8.11 FT; N 65°53'49" W 10.33 FT; N 24°06'11" E 5.61 FT; N 65°53'49" E 25.33 FT; N 24°06'11" E 33.85 FT; N 65°53'49" W 11.16 FT; N 24°06'11" E 0.50 FT; S 65°53'49" E 60.32 FT M OR L TO BEG. ALSO LESS & EXCEPT BEG N 89°48'56" W 1309.22 FT & S 23°34'03" W 178.83 FT & S 48°02'07" E 450 FT & S 48°02'07" E 93.95 FT & S 33°09'08" W 87.67 FT & S 01°07'51" E 58.42 FT & S 88°52'06" W 5.0 FT & S 01°07'51" E 39.57 FT & N 72°26'08" W 19.67 FT & N 49°31'54" W 37.10 FT FR NE 1/4 OF SEC 27, T2S, R3E, SLM; S 24°06'11" W 31.35 FT; S 65°53'49" E 5.0 FT; S 24°06'11" W 0.50 FT; N 65°53'49" W 60.32 FT; N 24°06'11" E 0.50 FT; S 65°53'49" E 6.16 FT; N 24°06'11" E 33.85 FT; S 65°53'49" W 25.33 FT; N 24°06'11" E 5.61 FT; S 65°53'49" E 10.33 FT; S 24°06'11" W 8.11 FT; S 65°53'49" E 13.50 FT M OR L TO BEG. 0.67 AC M OR L. 9772-3776

Total Conveyance Documents Found: 0

Total Documents Found: 5

Entry	Type	Date	First Party	Second Party	Abstract	Plat
10916860	NOTICE	3/18/2010	SOLITUDE VLGE MASTER ASSN	TO WHOM IT MAY CONCERN		
10971588	DECLAR	6/15/2010	SOLITUDE VLGE MASTER ASSN	TO WHOM IT MAY CONCERN		
11008344	PT REC	8/11/2010	BANK OF UT	SOLITUDE DEV CO INC		
11008345	PT REL	8/11/2010	BANK OF UT	SOLITUDE DEV CO INC		
12130274	RECON	9/11/2015	BANK OF UT	SOLITUDE DEV CO		

Parcel Number Abstract:

Source	AbstractParcel	Acres	Area	Sec	Quarter	Block	Lot	City Plat	City Block	City Lot	LotUnit	Value	BldgBlock	Value	Subdivision
0	24272260820000	0.6700	24	27	NE										

Parent Parcel Number(s):

Parent Parcel Number	Serial Number	Entry Number	Recorded Date
24272260780000		10821017	10/20/2009

Child Parcel Number(s):