

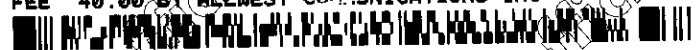
ENTRY NO. 01154741

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Easements PAGE 1/5

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 40.00 BY ALLWEST COMMUNICATIONS INC



**WHEN RECORDED, RETURN TO:**

Matt Weller  
All West Communications, Inc.  
50 West 100 North  
Kamas, Utah 84036

PARCEL I.D.# FRAZ-A-AM  
FRAZ-A-AM-1

**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, **Rulon Kent Frazier (deceased) and Kenna Beth Frazier (JT), 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 described as set forth in Exhibit A.

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, the easement more particularly described in **EXHIBIT A**.

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 31<sup>st</sup> day of January, 2021

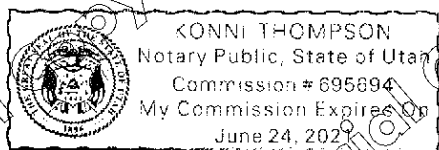
**GRANTOR:**

By: Kenna Frazier  
By: \_\_\_\_\_

STATE OF UTAH )

COUNTY OF Summit ) ss.

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of January, 2021, by Kenna Frazier



Konni Thompson  
NOTARY PUBLIC

**GRANTEE**

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

By: [Signature]  
Its: \_\_\_\_\_

STATE OF UTAH )

COUNTY OF Summit ) ss.

The foregoing instrument was acknowledged before me this 3 day of February, 2021, by Matthew Weller, President of All West Communications, Inc.

Alisha Kaye Lewis  
NOTARY PUBLIC



**"EXHIBIT A"**

**Legal Description of Grantor's Property**

**Account Number** 0349997

**Acres** 1.45

**Situs** ,

**Tax District** 05 - OAKLEY A,B,C,U

**Parcel Number** FRAZ-A-AM

**Legal** LOT A (OPEN SPACE) AMENDED FRAZIER SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 1.92 AC (LESS 0.47 AC 1593-601 FRAZ-A-AM-1) BAL 1.45 AC

**Name** FRAZIER RULON

KENT & KENNA BETH (JT)

PO BOX 55

OAKLEY, UT 84055-0055

**Account Number** 0410047

**Acres** 0.47

**Situs** ,

**Tax District** 05 - OAKLEY A,B,C,U

**Parcel Number** FRAZ-A-AM-1

**Legal** A PORTION OF LOT A (OPEN SPACE) OF THE AMENDED FRAZIER SUBDIVISION MORE PARTICULARLY DESC AS FOLLOWS: BEG AT A PT WH IS S 1968.60 FT & W 2579.96 FT FROM THE NE COR OF SEC 20 T1SR6E SLBM (SD PT BEING ON THE NE COR OF THE OWEN WARDLE PROPERTY TAX ID #OT-69-A) & RUN TH S 88°29'41" E 40.01 FT; TH S 0°00'03" E 508.97 FT TO THE N'LY R/W LINE OF THE WEBER CANYON RD; TH S 60°23'02" W 3.28 FT ALONG SD RD; TH ALONG THE ARC OF A 10,203.77 FT RAD CUR TO THE LEFT 40.47 FT (CHORD BEARING S 60°29'51" W 40.47 FT) ALONG SD RD, TH N 0°12'31" W 531.57 FT TO THE PT OF BEG CONT 0.47 AC 1593-601

**Description of Easement**

Land of Grantor located in Section 20, Township 1 South, Range 6 East, SLB&M.

A strip of land along the North side of existing driveway / right of way located in Lot A Open Space and then leading to each lot along said right of way. Those areas designated as "Lot A Open Space" as shown within Amended Frazier Subdivision according to the official plat as recorded in the office of the county recorder for Summit County, State of Utah; being parcels FRAZ-A-AM and FRAZ-A-AM-1.

**Graphical Demonstration**

