

ENTRY NO. 01192905

07/28/2022 11:02:20 AM B: 2750 P: 1536

Easements PAGE 1/8

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 40.00 BY ALL WEST COMMUNICATIONS



WHEN RECORDED, RETURN TO:

Matt Weller

All West Communications, Inc.

50 West 100 North

Kamas, Utah 84036

Parcel Number:

CT-87

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, **Boyden Coalville LLC, GRANTORS 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 or legal representative 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 in, over, under, through, across, and upon Grantor's Property.

C. Grantor desires to grant to Grantee, and Grantee desires to obtain from Grantor a non-exclusive perpetual easement and right-of-way to place, lay, bury, construct, reconstruct, excavate, install, inspect, operate, maintain, renew, repair, upgrade, extend, alter, relocate, replace, and remove communications facilities, as described below, in, over, under, through, across, 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 10 foot wide non-exclusive, perpetual easement and right-of-way, to place, lay, bury, construct, reconstruct, excavate, install, inspect, operate, maintain, renew, repair, upgrade, extend, alter, relocate, replace, and remove such communications facilities equipment and structures as Grantee may require including but not limited to wires, cables, conduits, inner duct, handholes, splice vaults, optical or electronic equipment, and related fixtures and facilities required for the transmission of voice, data, video, and other signals ("Facilities"), on, over, under, upon, and across Grantor's Property, as show on Exhibit 1 (centerline legal description) ("Easement Premises"). This grant includes the right of ingress and egress to and from the Easement Premises where the Facilities are located on Grantor's Property. As necessary for temporary periods, Grantee may use the property along or adjacent to the Easement Premises. as may be reasonably necessary, up to 25 feet, in connection

with the construction, installation, operation, maintenance, repair, operation, relocation, extension, removal or replacement of the Facilities.

Grantor recognizes that the centerline shown on Exhibit 1 is preliminary and that minor routing adjustments may be made during construction due to unforeseen conditions. Grantee may perform a post-construction survey of the location of said centerline after construction and installation of the Facilities if needed. Upon completion of the construction and installation of the Facilities across the Grantor's Property Grantee will execute and record an amendment to this Grant of Easement, as needed, based on such survey which shall locate the centerline of said line within Grantor's Property (the "Amendment"). Following such Amendment the centerline of the Easement Premises shall be the centerline reflected in such amendment. The Amendment, if any, shall release to Grantor, its heirs or assigns, any and all of the Grantee's interest outside the described Easement Premises that are conveyed herein.

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, or excavate any materials on, over, under, or within the Easement Premises or change the contour thereof without first getting the written consent of Grantee which Grantee may withhold in Grantee's reasonable discretion. Grantor shall contact Blue Stakes prior to any construction or excavation on or near the Easement Premises.

3. Maintenance and Repair. Grantee shall maintain the Easement Premises in good repair and agrees to pay for the damage or restore Grantor's Property, if Grantee damages 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 Premises caused by Grantor or by a third party.

4. Relocation of Easement Premises.

- a. One time after execution of this Agreement, on not less than one hundred eighty (180) days' advance written notice to Grantee, Grantor may, require the relocation of the Easement Premises and the Grantee's Facilities contained therein (the "Relocation"). Grantor and Grantee shall work together to effectuate the Relocation to minimize the disruption to Grantee's Facilities and services. The Relocation of the Grantee's Facilities shall (i) be performed exclusively by Grantee or its agents unless otherwise agreed to in writing by Grantee; (ii) not result in any interruption of the services provided by Grantee; (iii) not impair or in any manner alter, the quality of service provided by Grantee; and (iv) be done in accordance with the terms and condition contained in paragraph b. and c. below.
- b. Grantor will exercise its relocation right under this section by delivering written notice (the "notice") to Grantee at least one hundred eighty (180) days in advance of the requested Relocation. In the notice, Grantor may propose an alternate site and/or route for the Easement Premises. If an alternate site/route is proposed by Grantor, Grantee will have ninety (90) days from the date it

receives the notice (weather permitting) to evaluate Grantor's proposed relocation site/route. If Grantee shows good reason to disapprove such site/route, then Grantor may thereafter propose another relocation site/route by notice to Grantee in the manner set forth above. Any relocation route/site which Grantor and Grantee agree upon in writing is referred to hereinafter as the "Relocation Route". Weather permitting, Grantee will have a period of ninety (90) days after execution of a written agreement between the parties concerning the location and dimensions of the Relocation Route to relocate its communications facilities to the Relocation Route.

- c. Upon completion of the Relocation of the Easement Premises, Grantor and Grantee will execute and record an amendment to this Grant of Easement, as needed, to properly reflect the centerline of the Easement Premise within Grantor's Property (the "Amendment"). Following such Amendment the centerline of the Easement Premises shall be the centerline reflected in such amendment.

5. Indemnification.

- a. Grantor agrees to indemnify, hold harmless, and defend Grantee, its 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: Grantor's use of Grantor's Property; Grantor's breach of any obligation of this Agreement; Grantor's 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 of Grantor's negligent acts or omissions or willful misconduct.
- b. Grantee agrees to indemnify, hold harmless, and defend Grantor, its 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: Grantee's use of Grantor's Property; Grantee's breach of any obligation of this Agreement; Grantee's 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 of Grantee's negligent acts or omissions or willful misconduct.

6. 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.

7. 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, which shall not be unreasonably withheld.

8. 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.

9. 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.

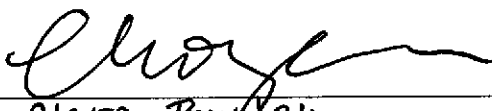
c. Entire Agreement. This instrument constitutes the entire understanding and agreement of the Parties and any and all prior agreements, understandings or representations are hereby terminated and cancelled in their entirety and are of no force and effect.

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 19 day of July, 2022.

GRANTORS:
Boyden Coalville LLC

By: 
Name: Clara Boyden

[add signature lines as needed]

STATE OF _____)
) ss.
COUNTY OF _____)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

On July 19, 2022 before me, Joe Huang, Notary Public,
(Here insert name and title of the officer)

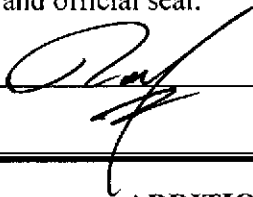
personally appeared CLARA BOYDEN,

who 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.

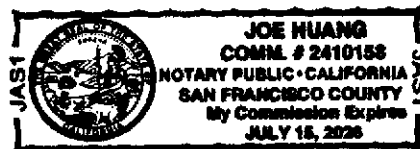
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

GRANT OF EASEMENT
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 6 Document Date 7/19/22

Signed on Page 4
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☒ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

The foregoing instrument was acknowledged before me this 26th day of July, 2022, by _____ [individually] [or as _____ of the _____ [corporate entity].

NOTARY PUBLIC

GRANTEE:

All West Communications, Inc. a Utah corporation

By: _____
Its: Controller

STATE OF UTAH)
) ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 26 day of July, 2022, by Jenny Pettingill, Controller of All West Communications, Inc.

Alisha Kaye Lewis
NOTARY PUBLIC



Exhibit 1

Legal COM AT THE NE COR OF LOT 4 BLK 79 PLAT B COALVILLE CITY SURVEY, & RUN TH S 66°30' W 139.5 FT; TH S 23°30' E 53.625 FT; TH N 66°30' E 7 FT; TH N 23°30' W 21 FT 8 INCHES; TH N 66°30' E 132.5 FT; TH N 23°30' W 31 FT 11-1/2 INCHES TO THE PT OF BEG. CONT 0.11 AC ALSO: BEG S 23°30' E 31.96 FT & S 66°30' W 107 FT FR NE COR BLK 79 TH S 23°30' E 21.67 FT; S 63°30' W 25.5 FT; N 23°30' W 21.67 FT; N 66°30' E 25.5 FT TO BEG
CONT 0.01 ACRES BAL 0.12 AC (RESERVING R/W) GQC-184WWD-157 758-396 838-249 2082-304

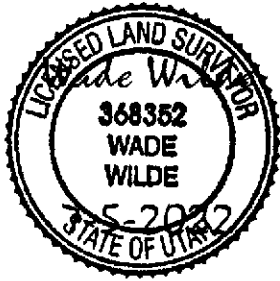
Description of Easement

A right of way and easement being 10 feet in width in Block 79, Plat B, Coalville City Survey which centerline is described as follows:

Beginning at a point South 66°30'00" West East 112.00 feet from the Northeast Corner of Block 79, Plat B, Coalville City Main Street, and running thence South 23°30'00" East 41.96 feet to the terminus of the herein described centerline.

SURVEYOR CERTIFICATE

I, WADE WILDE, A Registered Professional Land Surveyor as prescribed by the laws of the State of Utah and holding License Number 368352, do hereby certify that a boundary survey of the described property was made under my direction and that the plat hereon is a true and correct representation of said survey.



July 5, 2022

Date

Wade Wilde
Wade Wilde

Easement Description

An easement being 10 feet in width located in Block 79, Plat B, Coalville City Survey and having a Basis of Bearing taken as South 23°30'00" East along the centerline of Coalville Main Street which centerline is described as follows:

Beginning at a point South 66°30'00" West East 112.00 feet from the Northeast Corner of Block 79, Plat B, Coalville City Main Street, and running thence South 23°30'00" East 41.96 feet to the terminus of the herein described centerline.

2-inch cap in concrete
Intersection Main & Center Street

