

PREPARED BY AND WHEN  
RECORDED PLEASE RETURN TO:

Barton L. Gertsch, Esq.  
Parr Brown Gee & Loveless  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84111-1537

**COMMUNICATIONS EASEMENT AGREEMENT**

THIS COMMUNICATIONS EASEMENT AGREEMENT (the “**Agreement**”) is entered into as of the 1<sup>st</sup> of January, 2025, Priority Builders, Inc, a Utah limited liability company, (“**Grantor**”), whose address for purposes hereof is 12678 S. 1630 W., Riverton, UT 84065, and FIRSTDIGITAL 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 the commercial and residential real estate development generally known as East Grantsville Master Plan Community, located in Grantsville, Utah just south of Hwy 112 (such development together with related grounds, improvements, and facilities is referred to in this Agreement as the “**Project**”). The Project is depicted on the Site Plan attached hereto as Exhibit A (the “**Site Plan**”). The legal description of the property on which the Project is located (the “**Property**”) is more particularly described on Exhibit B 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 broadband 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 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.

## 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 or commercial unit 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.

**“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.

**“Occupant”** means each Owner and any residential or commercial occupant of all or any portion of the Property.

**“Owner”** means each person, who, at any given time, holds fee title to the Property or any portion thereof.

2. **Grant of Easement.** Grantor conveys and grants to FirstDigital and its successors and assigns an exclusive easement and right-of-way to design, engineer, construct, install, test, operate, maintain, repair, replace, relocate, remove and manage Communications Facilities on, under over and across the Property up to an Occupant’s Demarcation Point(s). 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 in the Project 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). FirstDigital and its employees, agents, contractors, invitees, licensees shall have the right to access its Communications Facilities in the Project on a 24-hour-per-day 7-day-per-week basis.

3. **Infrastructure.** Each Owner will coordinate with FirstDigital to designate a mutually agreeable Demarcation Point(s) on its property and FirstDigital at its costs and expense will design, engineer, extend and install the Communications Facilities to such designated Demarcation Point(s).

4. **Failure to Perform by First Digital.** An Owner shall have the right to secure its own Communications Facilities and Services at its own cost and expense and 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 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. 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 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.

8. Interconnection. All Communications Service Providers desiring to provide Communications Services to Occupants will do so by interconnecting to FirstDigital's Communications Facilities. Other than FirstDigital, no Owner nor FirstDigital shall permit any other Communications Service Provider to disrupt, dig, or excavate any streets, common areas or other property, or install any Equipment within the Project without the prior written consent of the applicable Owner and FirstDigital, which consent shall not be unreasonably withheld, conditioned or delayed. 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 standards.

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 be perpetual unless terminated by Owner and FirstDigital.

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, if 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.

The parties have executed this Agreement to be effective on the Effective Date.

**GRANTOR:**

The Village of Ryebeach

By: Seth Yonish

Name: Seth Yonish

Title: COO

**FIRSTDIGITAL:**

**FirstDigital Telecom, LLC,**  
a Utah limited liability company

By: Alex Jackson

Name: Alex Jackson

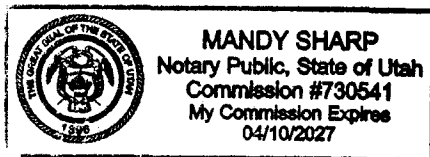
Title: COO

State of Utah                                 )  
  ) ss.  
County of Salt Lake                        )

The foregoing instrument was acknowledged before me this 18 day of Feb, 2025, by  
Scott Yemish the COO of Vista Q Liverbend.

(Seal)

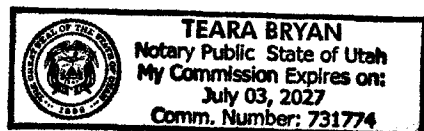
Mandy Sharp  
Notary Public



State of Utah                                 )  
  ) ss.  
County of Salt Lake                         )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of MARCH, <sup>2025</sup>~~2023~~, by  
ALEX JACKSON, the COD of FIRSTDIGITAL TELECOM, LLC.

(Seal)



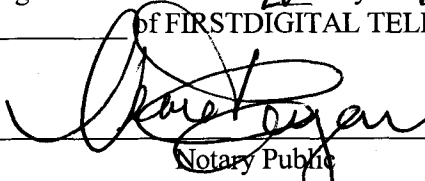
  
\_\_\_\_\_  
Notary Public



EXHIBIT A

to

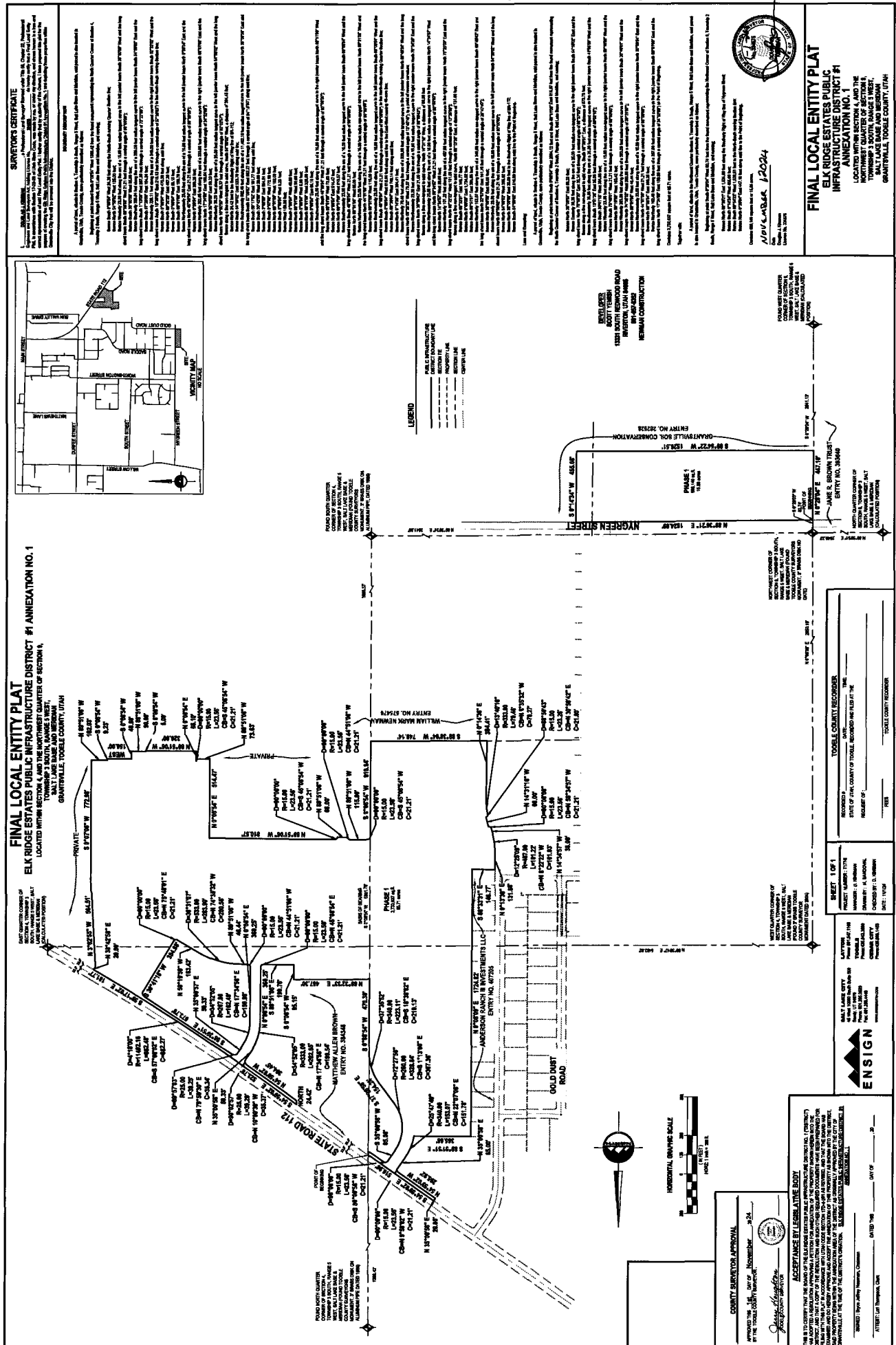
COMMUNICATIONS EASEMENT AGREEMENT

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Site Plan

[See attached]





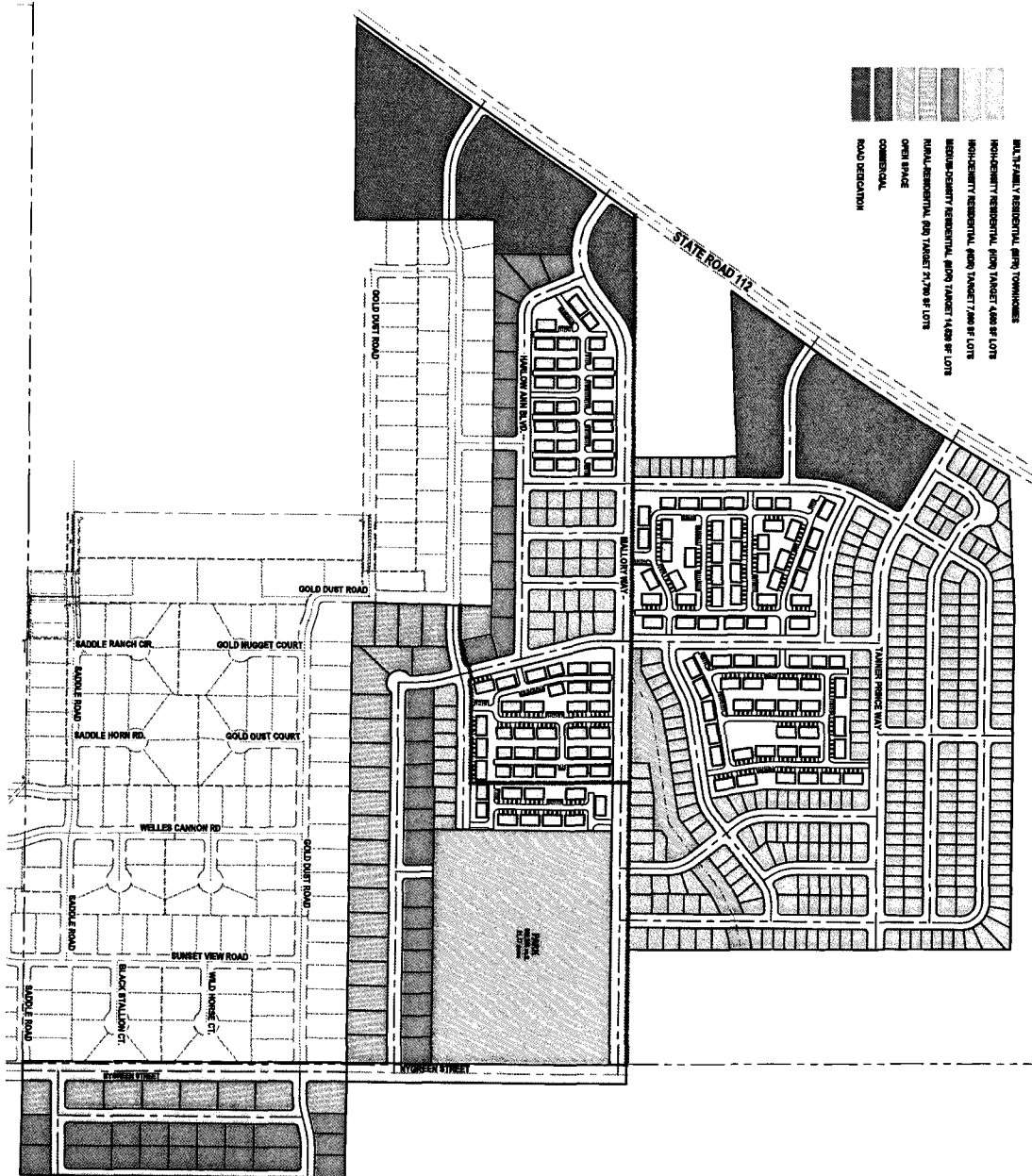
**811**

CALL BEFORE YOU DIG  
 811 is a free service that helps you find underground utilities before you dig. Call 811 at least 3 business days before you start your project. This will help you avoid damage to underground utilities and prevent injuries or fatalities.

**DISCLAIMER**

THIS PLAN IS A CONCEPTUAL LAYOUT AND NOT A FINAL DESIGN. THE DESIGNER MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS OR SUITABILITY OF THIS PLAN. THE USER OF THIS PLAN SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREON.

UNIT BREAKDOWN		
UNIT TYPE	TARGET	QUANTITY OF UNITS
1000	1000-SINGLE RESIDENTIAL	14
1200	1200-SINGLE RESIDENTIAL	293
1400	1400-SINGLE RESIDENTIAL	46
1600	1600-SINGLE RESIDENTIAL	14
1800	1800-SINGLE RESIDENTIAL	21
2000	2000-SINGLE RESIDENTIAL	14



**ENSIGN**

1000 N. S. 1st St.  
 Suite 100  
 Provo, UT 84601  
 Phone: 435.463.2900  
 Fax: 435.463.2901  
 Website: www.ensignco.com

**THE ESTATES AT TWENTY WELLS PUD**

**CONCEPTUAL LAYOUT**

GRANTSVILLE, UT

**CONCEPT**

**CONCEPTUAL PLAN**

1 of 1

EXHIBIT B

to

COMMUNICATIONS EASEMENT AGREEMENT

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Legal Description of the Property

(Parcels 01-069-0-0004, 01-069-0-0063, 01-069-0-0078, 01-069-0-0080, 01-069-0-0081, 01-069-0-0083, 01-069-0-0085, 01-069-0-0086, 01-069-0-0090, 01-069-0-0100, 01-069-0-0106, 01-069-0-0107, and 01-076-0-0002)

A parcel of land, situate in Section 4, and the Northwest Quarter of Section 9, Township 3 South, Range 5 West, Salt Lake Base and Meridian, said parcel is also located in Grantsville, Tooele County,

Utah, more particularly described as follows:

Beginning at the South Quarter Corner of Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian, and running:

thence South 0°32'23" West 5.37 feet along the Quarter Section Line of said Section 9, to the north

Line of the future Nygreen Street;

thence North 89°45'24" West 1,317.49 feet along the north line of said future street, to the southeast corner of Lot 739 of Anderson Ranch Phase 7B, recorded as Entry no. 448597 in the Tooele

County Recorder's Office;

thence South 0°14'34" West 545.08 feet along an existing fence line, and along the western boundary of the Grantsville soil conservation the northerly portion of which is the subject of that Boundary

Line Agreement recorded May 14, 2012 under Entry no. 369615, in the Tooele County Recorder's Office;

thence South 89°54'22" West 1526.51 feet along said fence line to the corner thereof, said point Being on the Section Line, and along the northern boundary of said Grantsville soil conservation;

thence North 0°29'04" East 527.85 feet along said fence and Section Line, to the Southwest Corner of Section 4, Township 3 South, Range 5 West, Salt Lake Base and Meridian;

thence North 0°08'38" East 9.26 feet along the Section Line, to the southerly line of Anderson Ranch Phase 7A, Recorded as Entry no. 433547, in the Tooele County Recorder's Office;

thence North 89°36'21" East 1,524.37 feet along the southerly line of said Anderson Ranch Phase

7A and the southerly line of said Anderson Ranch Phase 7B, to the southeast corner of Lot 739 of said

Anderson Ranch Phase 7B;

thence North 0°14'36" East 665.63 feet along the east line of said Anderson Ranch Phase 7B, to the northeast corner of Lot 743 of said subdivision, said point also being the southeast corner of Lot 630 of

Anderson Ranch Phase 6B, recorded as Entry no. 411212 in the Tooele County Recorder's Office;

Thence North 0°14'13" East 244.27 feet along the east line of said Anderson Ranch Phase 6B;

thence North 0°06'06" East 430.98 feet along the east line of said Anderson Ranch Phase 6B, to a

point on the east line of Lot 540 of Anderson Ranch Phase 5B, recorded as Entry no. 388608 in the Tooele

County Recorder's Office.

Thence North 0°19'46" East 365.74 feet along the east line of said Anderson Ranch Phase 5B;  
thence North 0°17'45" East 457.82 feet along the east line of said Anderson Ranch Phase 5B, to  
the northeast corner of Lot 546 of said Anderson Ranch Phase 5B, said point also being on the  
south line

Of Gold Dust Road;

Thence East 106.86 feet along said south line, to the east line of Gold Dust Road;

Thence South 1.31 feet along said east line;

Thence South 88°33'31" East 547.59 feet;

Thence North 0°08'09" East 1,820.93 feet;

Thence South 89°40'20" West 658.03 feet;

Thence North 0°08'09" East 948.64 feet, to the south line of State Road 112;

Thence South 54°59'02" East 1,606.82 feet along said south line, to the Quarter Section Line;

Thence South 0°08'54" West 1,133.60 feet along the Quarter Section Line;

thence North 89°32'33" East 487.295 feet along the northerly line of a Boundary Line

Agreement

Recorded June 14, 2022 under Entry no. 574519, in the Tooele County Recorder's Office, to an  
existing

Fence;

thence North 2°19'27" West 777.305 feet along said fence and the northwesterly line of said

Boundary Line Agreement, to the south line of State Road 112;

Thence South 55°01'59" East 518.77 feet along said south line, to a point of curvature;

thence Southeasterly 864.50 feet along the arc of a 11,519.16-foot radius tangent curve to the left  
(center bears North 34°58'01" East and the long chord bears South 57°10'59" East 864.30 feet  
through a

Central angle of 4°18'00") along said south line to a point of tangency;

Thence South 59°19'59" East 186.52 feet along said south line, to an existing fence;

thence South 2°41'50" East 627.13 feet along said fence, to a rebar and cap set by Donald J.

Rosenberg;

Thence South 0°07'50" West 1,604.36 feet along said fence, to the corner thereof;

thence South 89°36'52" West 1,799.59 feet along said fence, to the Quarter Section Line of said

Section 4; thence South 0°08'54" West 536.56 feet along the Quarter Section Line, to the Point  
of Beginning.

Less and excepting an approximately 5-acre parcel to be deeded to the Corporation of The  
Church of Jesus Christ of Latter-Day Saints by separate document.

Contains 9,870,997 square feet or 226.61 acres.

