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MWT - 43013

ENT 79431:2014 PG 1 of 5  
**Jeffery Smith**  
**Utah County Recorder**  
2014 Nov 04 01:39 PM FEE 21.00 BY EO  
RECORDED FOR Metro National Title  
ELECTRONICALLY RECORDED

Tax ID's 11:013:0153 **GRANT OF TELECOMMUNICATIONS EASEMENT**  
11:013:0159  
11:013:0161

This **GRANT OF TELECOMMUNICATIONS EASEMENT** (this "Agreement") is made and entered into as of October 10, 2014 (the "Effective Date"), by and between **TRIUMPH MIXED USE INVESTMENTS III, LLC**, a Utah limited liability company whose address is Suite 200, 3940 North Traverse Mountain Boulevard, Lehi, Utah 84043 ("Grantor"), and **MOUNTAIN HOME DEVELOPMENT CORPORATION**, whose address is Suite 200, 3940 North Traverse Mountain Boulevard, Lehi, Utah 84043 ("Grantee"). Grantor and Grantee are referred to collectively herein as the "Parties."

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

1. Grant of Easement. Grantor, the owner of the real property described in Exhibit A attached (the "Burdened Property"), hereby grants to Grantee a telecommunications easement (the "Easement") over and across the Burdened Property, on the terms described in this Agreement.

2. Easement Terms. The terms of the Easement are the following.

(a) The Easement is an appurtenant easement. As such, unless it is terminated as described below, the Easement is perpetual, runs with the land that is the Burdened Property and benefits Grantee and Grantee's successors and assigns as described below.

(b) The terms of this Agreement are binding on all of Grantor's successors and assigns so far as the Burdened Property is concerned.

(c) The Easement is exclusive. No party other than Grantee and Grantee's successors and assigns shall be entitled to use the Easement or to cross

the Burdened Property for any purpose or reason that is inconsistent with the exclusive rights granted Grantee under this Agreement.

(d) The Easement burdens all of the Burdened Property.

(e) The Easement is perpetual.

(f) The Easement conveys to Grantee and Grantee's successors and assigns the exclusive right to cross the Burdened Property for the purposes of constructing, installing, operating, maintaining, altering, inspecting, removing, and/or enhancing equipment, facilities and structures necessary for, or used in the provision of, telecommunications facilities and telecommunications services to occupants of the Burdened Property.

(g) The Easement is for the benefit of Grantee as the Declarant under Amended And Restated Master Declaration Of Covenants, Conditions, Restrictions And Reservation Of Easements For Traverse Mountain A Master Planned Community, recorded as Entry No. 88194:2007 in the official records of the Utah County Recorder's Office (the "CC&Rs"), as amended or supplemented from time to time. The Easement benefits all real property other than the Burdened Property that is subject to the CC&Rs.

3. Assignment. Grantor acknowledges that Grantee's rights hereunder are assignable; that Grantee may enter into agreements to sell or may otherwise transfer its rights herein, and that Grantor hereby consents to Grantee's assignment of all of its rights and interests in the Easement, and upon assignment or transfer of the Easement, Grantee shall be forever released and discharged from any and all claims, demands, and damages which Grantor may have, make or suffer as a result of anything done or occurring after the date of such assignment or transfer.

4. Successors. This Agreement, including but not limited to the covenants of Grantor set forth above, shall constitute a covenant running with the land and shall be binding upon Grantor and its successors and assigns, or any portion thereof, and the provisions hereof shall be specifically enforceable against Grantor and its successors and assigns, regardless of whether such parties have actual notice of the provisions hereof. Without limiting the foregoing, Grantee shall have all remedies available at law or in equity to enforce this Agreement, including suits for damages and/or specific performance. In the event Grantee seeks an injunction based upon Grantor breach, it is specifically agreed that no bond shall be required.

5. Miscellaneous. This Agreement is to be governed by and interpreted under the laws of the State of Utah. If any of the provisions of this Agreement are deemed to be not enforceable, in whole or in part, the remaining provisions shall be enforceable notwithstanding the invalidity of any other provision. Any provision not enforceable in part shall be enforceable to the extent valid and enforceable.

IN WITNESS WHEREOF, the undersigned Grantor has caused this instrument to be signed on the date set forth below, to be effective as of the Effective Date.

TRIUMPH MIXED USE INVESTMENTS III,  
LLC, a Utah limited liability company

Date: Oct 23, 2014

By: [Signature]  
Name: Ted H. Heap  
Title: Chief Executive Officer

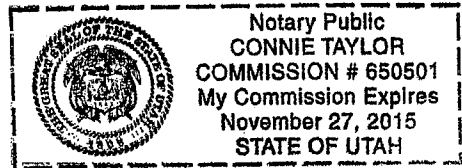
**ACKNOWLEDGMENT**

STATE OF UTAH )  
 ) :SS  
COUNTY OF Utah )

On October 23, 2014 before me, Connie Taylor, personally appeared Ted H. Heap, personally known to me (or proved on the bases of satisfactory evidence) to the person whose name is subscribed to the within instrument.

WITNESS my hand and official seal.

Signature Connie Taylor



(Seal)

**EXHIBIT A**

Description of Burdened Property

## Fox Canyon Property

October 28, 2014

A 2-foot wide T.M. PRIVATE UTILITY EASEMENTS THE USE OF THOSE PRIVATE UTILITIES AND TELECOMMUNICATIONS PROVIDERS AUTHORIZED BY SUBDIVIDER, ITS SUCCESSORS AND ASSIGNS, PURSUANT TO A WRITTEN AGREEMENT being 2-foot wide and to the right side and inside of the following described parcel of land:

Beginning at a point which is East 2311.25 feet and South 596.07 feet from the West Quarter Corner of Section 19, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence N 54°45'05" W 100.17 feet to a point on the boundary of Open Space Parcel Entry No. 94969:2011 on file at the Utah County Recorder's Office. Thence along said boundary line the following fifteen (15) calls: (1) N 31°43'56" E 1453.54 feet; (2) N 3°52'50" E 1126.41 feet; (3) N 55°46'52" E 581.42 feet; (4) N 17°24'05" E 389.56 feet; (5) N 28°20'55" E 226.84 feet; (6) N 41°18'41" E 661.68 feet; (7) N 59°01'24" E 312.98 feet; (8) S 20°46'08" E 868.04 feet; (9) S 9°07'45" E 917.42 feet; (10) S 1°23'06" W 1076.84 feet; (11) S 57°20'35" W 457.05 feet; (12) S 14°04'33" E 504.71 feet; (13) S 13°07'59" W 724.54 feet; (14) S 39°20'11" W 765.65 feet; (15) S 68°31'03" E 151.59 feet to a point on Grant Deed Entry No. 16062:2013. Thence along the parcel the following two (2) calls; (1) S 0°00'00" W 110.35 feet; (2) S 90°00'00" W 104.71 feet to a point on the Northeast boundary line of Lehi City Warranty Deed Entry No. 152095:2005. Thence along said Warranty Deed the following four (4) calls; (1) N 11°39'19" W 42.02 feet; (2) N 64°04'00" W 102.30 feet; (3) S 81°46'14" W 105.65 feet; (4) S 57°49'29" W 174.31 feet to a point on Lehi City Warranty Deed Entry No. 19257:2005; thence along said warranty deed N 56°26'01" W 255.07 feet to a point on the Lehi City Tank Warranty Deed Entry No. 19258:2005. Thence along said Warranty Deed N 47°10'13" W 176.20 feet; to a point on Parcel #2 Special Warranty Deed Entry No. 67264:2011. Thence along said Parcel the following nine (9) calls: (1) N 23°25'08" W 166.80 feet; (2) N 45°00'00" W 280.17 feet; (3) N 20°59'46" E 38.40 feet; (4) along an arc 158.52 feet to the left, having a radius of 89.00 feet, the chord of which is N 30°01'44" W 138.38 feet; (5) N 81°03'14" W 22.81 feet; (6) along an arc 21.92 feet to the right, having a radius of 15.00 feet, the chord of which is N 39°11'08" W 20.02 feet, (7) along an arc 395.80 feet to the right, having a radius of 303.00 feet, the chord of which is S 40°06'15" W 368.25 feet; (8) S 77°31'33" W 127.92 feet; (9) along an arc 146.22 feet to the left, having a radius of 172.00 feet, the chord of which is S 53°10'20" W 141.86 feet; thence N 61°10'55" W 66.35 feet to a point on Parcel #1 Special Warranty Deed Entry No. 67264:2011. Thence along said parcel the following seven (7) calls: (1) along an arc 18.38 feet to the left, having a radius of 15.00 feet, the chord of which is N 67°19'21" E 17.25 feet; (2) thence along an arc 180.32 feet to the right, having a radius of 228.00 feet, the chord of which is N 54°52'07" E 175.66 feet; (3) N 77°31'33" E 127.92 feet; (4) along an arc 499.43 feet to the left, having a radius of 247.00 feet, the chord of which is N 19°36'02" E 418.60 feet; (5) along an arc 197.35 feet to the right, having a radius of 428.00 feet, the chord of which is N 25°06'55" W 195.61 feet; (6) thence S 90°00'00" W 148.39 feet; (7) S 45°00'00" W 468.11 feet; thence N 0°00'00" E 241.34 feet to the POINT OF BEGINNING.

The above described parcel contains ± 171.117 acres (7,453,860 sq. ft.)