

After Recording Return to:
Don Twiggs
CenturyLink, NIS
8021 SW Capital Hill Rd.
Portland, Or. 97219

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "**Agreement**") is entered by and between UNIVERSITY MALL SHOPPING CENTER, L.C., a Utah limited liability company ("**Grantor**"), whose address is 2733 East Parleys Way, Suite 300, Salt Lake City, Utah 84109, Attn: Legal Department; and QWEST CORPORATION d/b/a CENTURY LINK QC, a Colorado corporation ("**Grantee**"), whose address is 100 CenturyLink Drive, Monroe, Louisiana 71203, Attn: Construction Service. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement to construct, reconstruct, modify, change, add to, operate, maintain, and remove such underground telecommunications facilities and electrical facilities, manholes, splicing boxes and appurtenances existing as of the execution date of this Agreement (collectively, the "**Facilities**"), from time to time, as Grantee may require upon, over, under and across the real property of Grantor in Utah County, State of Utah, as more particularly described on **Exhibit "A"** attached hereto and depicted on **Exhibit "B"** attached hereto (the "**Easement Area**").

Grantor further conveys to Grantee the right of ingress and egress over and across the Property (defined below) to and from the Easement Area and the right to clear and keep cleared all trees and other obstructions as may reasonably be necessary for Grantee's use and enjoyment of the Easement Area. Grantee shall only enter the Easement Area at commercially reasonable times, using existing roads and access ways, and using good faith, commercially reasonable efforts to minimize interference with Grantor's use of the Property. Grantee shall notify Grantor or its local onsite representative of any planned work or activity within the Easement Area before undertaking any construction, reconstruction, modification, change, addition, operation, maintenance, or removal work within the Easement Area (except in the case of an emergency, for which no advance notice is required and entry may occur outside normal business hours).

Grantor reserves the right to occupy, use, and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted. Grantor shall be allowed to build, construct, install, modify, and maintain curb and gutter, sidewalks, pavement, landscaping (excluding trees), hardscaping, sidewalks, driveways, drainage, and other similar improvements within the Easement Area (collectively, the "**Permitted Improvements**"). Except for the Permitted Improvements, Grantor will not construct or erect any buildings or structures on the Easement Area or change the contour of the Easement Area without obtaining Grantee's written consent, which Grantee will not unreasonably withhold, condition or delay. Grantor also reserves



the right to grant permits, licenses and easements over, across, through and under the Easement Area for any other lawful purpose, subject to this Agreement. Said subsequent permits, licenses or easements shall not materially, or otherwise, interfere with the rights granted to Grantee herein.

Grantee shall indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage or liability, costs or expenses (including reasonable attorney's fees and court costs) resulting from Grantee's exercise of the rights and privileges granted to it in this Agreement unless said injury, loss, damage or liability, costs or expenses is a direct result of gross negligence or willful misconduct of Grantor, its employees, agents, contractors or representatives.

Grantor shall indemnify, defend, and hold Grantee harmless from and against any direct injury, loss, damage or liability, costs or expenses (including reasonable attorney's fees and court costs) resulting from Grantor's use of the Easement Area, including, but not limited to, the Permitted Improvements, unless said injury, loss, damage or liability, costs or expenses is a direct result of gross negligence or willful misconduct of Grantee, its employees, agents, contractors or representatives.

The rights, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

All of the Facilities shall be located underground within the Easement Area at a depth consistent with applicable laws, ordinances, codes, and regulations. Grantee will, at Grantor's sole cost and expense, relocate Grantee's Facilities upon advanced written notice of no less than ninety (90) days to a location mutually agreed upon by Grantor and Grantee. Grantor will provide a new surveyed legal description and execute a new Agreement with Grantee prior to any such relocation. Upon completion of the relocation, including payment for the relocation by Grantor, Grantee will release any portion of this Agreement that is no longer being used. Any such relocation shall not interfere with Grantee's provision of services.

If Grantee damages or destroys any Permitted Improvements, or any other of Grantor's improvements or property, in connection with Grantee's exercise of its rights under this Agreement, Grantee shall promptly repair or replace such damaged or destroyed improvements or property as near to the original or better condition as is reasonably possible. Grantee shall complete all repair and replacement work within 30 days of receiving written notice from Grantor describing the damage. If Grantee cannot complete the repair or replacement work within 30 days due to circumstances outside of Grantee's control, Grantee may take additional time as may be necessary under the circumstances to complete the work so long as Grantee begins the work within the 30-day period (or, in the case of a weather-related force majeure event within 30 days of the date when Grantee can begin such work under such circumstances) and diligently pursues it to completion.

Grantee shall comply with all applicable federal, state and local laws, rules and regulations when entering upon the Easement Area and exercising its rights under this

Agreement. Grantee shall diligently complete all construction, reconstruction, modification, change, addition, operation, maintenance, and removal activities permitted under this Agreement within a commercially reasonable timeframe under the circumstances.

Grantee shall not permit any lien or claim of mechanics, laborers or materialmen to be filed against the Easement Area or other property owned by Grantor (the “**Property**”) for any work, labor or materials furnished, pursuant to any agreement by Grantee. In the event that such lien or claim is filed, Grantee shall cause the lien or claim to be paid and discharged from the Easement Area and the Property within 30 days after the date Grantee receives written notice of the filing or recording of the lien or claim, by obtaining its release of record or posting a bond or other security therefore in accordance with State law. Provided that such release occurs or such bond or other adequate security reasonably satisfactory to Grantor has been furnished to Grantor, Grantee after written notice to Grantor, may contest, by appropriate proceedings conducted in good faith and with due diligence, any lien or claim against the Easement Area or the Property arising from work done or materials provided to or for Grantee.

This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed, in writing, by the party making the waiver, except as otherwise provided herein.

If any provision of this Agreement is held to be invalid and unenforceable, the provision will be severable from, and the invalidity and unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

This Agreement is to be governed by and construed in accordance with Utah law. Time is of the essence. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein will not be deemed a waiver of any rights or remedies, and will not be deemed a waiver of any subsequent breach or default.

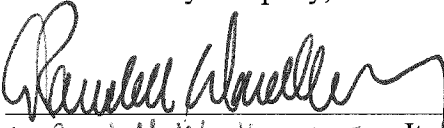
The provisions of this agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between or among the parties hereto. Except as expressly set forth herein, this agreement does not otherwise create any rights in any third party.

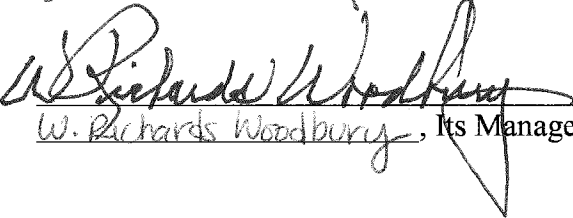
(Signatures start on following page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 6TH day of MARCH 2019.

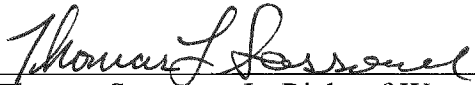
GRANTOR: **UNIVERSITY MALL SHOPPING CENTER, L.C.,
a Utah limited liability company**

By: **WOODBURY MANAGEMENT COMPANY, L.C.,
a Utah limited liability company, Its Manager**

By: 
D. Randall Woodbury, Its Manager

By: 
W. Richards Woodbury, Its Manager

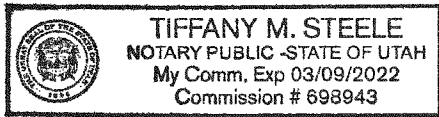
GRANTEE: **QWEST CORPORATION d/b/a CENTURY LINK QC,
a Colorado corporation**

By: 
Thomas Sassone, Its Right-of-Way Agent

ACKNOWLEDGMENTS

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 4th day of February 2019, before me personally appeared D. Randall Woodbury, to me personally known to be a Manager of WOODBURY MANAGEMENT COMPANY, L.C., a Utah limited liability company, known to be the Manager of UNIVERSITY MALL SHOPPING CENTER, L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of such company therein named, and acknowledged to me that such company executed the within instrument pursuant to its governing documents.



[Signature]
Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 5th day of February 2019, before me personally appeared W. Richards Woodbury, to me personally known to be a Manager of WOODBURY MANAGEMENT COMPANY, L.C., a Utah limited liability company, known to be the Manager of UNIVERSITY MALL SHOPPING CENTER, L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of such company therein named, and acknowledged to me that such company executed the within instrument pursuant to its governing documents.



[Signature]
Notary Public

[Handwritten initials]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Humboldt)

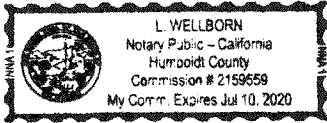
On 16 March 19 before me, L. Wellborn, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared THOMAS SASSONE
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: EASEMENT AGREEMENT Document Date: 3/16/19
Number of Pages: 8 PGS Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

Signer's Name:
Corporate Officer - Title(s):
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

EXHIBIT "A"

Legal Description of the Easement Area

October 17, 2018
K. Engstrom

**LEGAL DESCRIPTION
NEW COMMUNICATIONS EASEMENT
UPSTAR, UNIVERSITY PLACE MALL**

This legal description describes an easement centerline over a portion of Tax ID Nos. 57:043:0004, 57:090:0006 and 57:095:0003 situate in the Northeast Quarter (NE 1/4) of Section 26, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and described as follows:

Beginning South 89°17'35" East along the north section line of the Northeast Quarter of Section 26, Township 6 South, Range 2 East, Salt Lake Base and Meridian 394.98 feet and South 256.84 feet from the north quarter corner of said Section 26, thence North 10°35'54" East 70.05 feet; thence South 86°00'00" East 648.82 feet; thence South 04°00'02" West 52.59 feet to the **Point of Termination**.

BASIS OF BEARING

South 89°17'35" East, being the bearing of the north line of the Northeast Quarter of said Section 26.

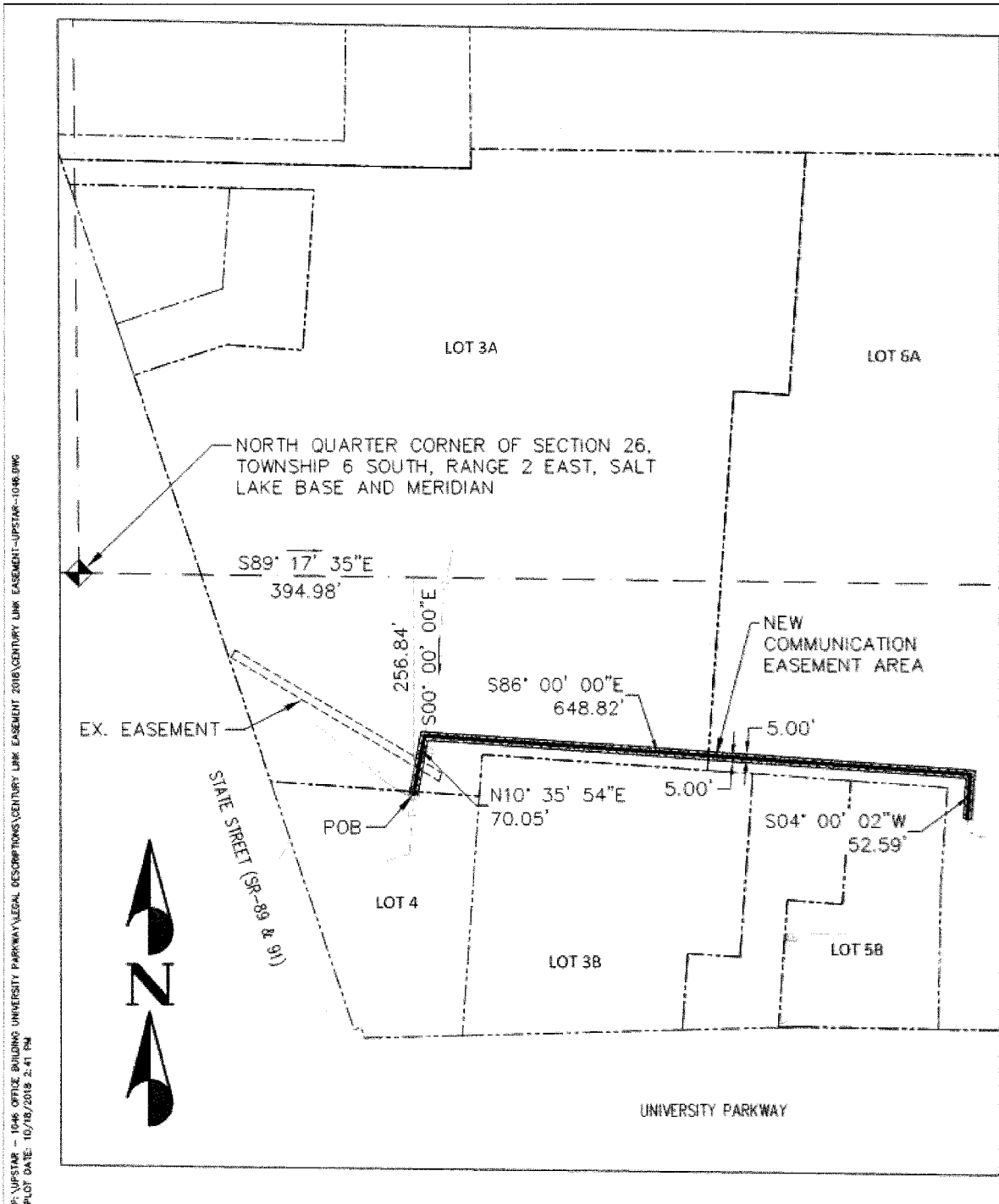
End of description.

Ken Engstrom, P.E.
Professional Engineer
Utah License No. 260810-2203



EXHIBIT "B"

Depiction of the Easement Area



P:\UPSTAR - 1046 OFFICE BUILDING\LEGAL DESCRIPTIONS\CENTURY LINK EASEMENT 2018\CENTURY LINK EASEMENT-UPSTAR-1046.DWG
PLOT DATE: 10/16/2018 2:41 PM

DRAWN BY: K. SHOSTROM
DATE: 10/17/2018
SCALE: 1"=50' (8.5"x11")
ENTRY NO.: 1046
SHEET: 1 OF 1

UPStar Office Building
NEW COMMUNICATION EASEMENT
OREM CITY, UT

WOODBURY CORPORATION
2750 EAST PARLEYS WAY, SUITE 300
SALT LAKE CITY, UTAH 84109
(801) 485-7770