Return to CenturyLink Network Real Estate Attn: Heather Key 8021 SW Capitol Hill Rd Portland, OR 97219 12571290 07/07/2017 11:41 AM \$16.00 Book - 10575 P9 - 5382-5385 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH BEVERLY BOTT C/O BOYER 101 S 200 E #1200 SLC UT 84111 BY: CBA, DEPUTY - WI 4 P.

## RECORDING INFORMATION ABOVE **EASEMENT AGREEMENT**

E.XXXXX/PXXXXXX

The undersigned ("Grantor") for and in consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto QWEST CORPORATION D/B/A CENTURY LINK QC, a Colorado corporation ("Grantee"), whose address is 100 CenturyLink Drive, Monroe, Louisiana 71203, Attn: Network Vice President, and its successors, assigns, affiliates, lessees, licensees, and agents, a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain, and remove such telecommunications facilities, electrical and gas facilities, and other appurtenances, from time to time, as Grantee may require upon, over, under and across the following described property situated in the County of Salt Lake, State of Utah, which Grantor owns ("Easement Area"):

An easement which is described in its entirety on EXHIBIT "A" and "B" which is attached hereto and by this reference made a part hereof.

Grantor further conveys to Grantee the right of ingress and egress over and across Grantor's lands to and from the Easement Area and the right to clear and keep cleared all trees and other obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area.

Grantee shall indemnify Grantor for all damages caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities or those not caused by Grantee.

Grantor reserves the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted.

Grantor covenants that Grantor is the fee simple owner of the Easement Area.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on the Easement Area and no change will be made by grading or otherwise to the surface or subsurface of the Easement Area or to the ground immediately adjacent to the Easement Area except as shown on grading plan dated 8th day of February prepared by Kimley Horn.

The rights, conditions and provisions of this Easement Agreement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

Page 1 of 4

R/W#\_\_\_\_\_\_\_

RECORDING INFORMATION ABOVE **GRANTOR(S):** Name: Title: HATN STATE OF ) ss: SALT LAKE COUNTY OF The foregoing instrument was acknowledged before me this bth day of 2017, by Paw D. Kelley as manager Boyer South Salt Lake Crossing, L.C. Witness my hand and official seal: Notary Public State of Utah My Commission Expires on: January 22, 2018 Comm. Number: 673835 (MOTARY SEAL) My commission expires: 1/22 18

Page 2 of 4

R/W#\_\_\_\_\_\_ Job #
Exchange: County:
SE ¼ of Section: Township: Range:

Boyer South Salt Lake Winco CTL Easement June 6, 2016

A part of Lot 1, The Crossing at South Salt Lake Subdivision lying within Lot 10, Block 40, Ten Acre Plat "A", Big Field Survey in Salt Lake City, Salt Lake County, Utah:

Beginning at a point on the North Line of said Lot 1 105.65 feet North 89°54′07″ West along said North Line from an angle point in said North Line; said point of beginning is also located 176.70 feet South 0°19′44″ West along the Lot Line and 268.51 feet North 89°54′07″ West from the Northeast Corner of Lot 10 of said Ten Acre Plat "A"; and running thence South 0°05′53″ West 10.00 feet; thence North 89°54′07″ West 15.00 feet; thence North 0°05′53″ East 10.00 feet to the North Line of said Lot 1; thence South 89°54′07″ East 15.00 feet along said North Line to the point of beginning.

Contains 150 sq. ft.

