When Recorded Mail To: CenturyLink 1425 West 3100 South West Valley City, Utah 84119

R/W # 12-209-01UT

11711174

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Book - 10171 Pa - 6885-6887

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAM
CENTURYLINK

1425 W 3100 S

WEST VALLEY CITY UT 84119

BY: DOB, DEPUTY - WI 3 P.

EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to Qwest Corporation d/b/a CenturyLink QC, a Colorado corporation, hereinafter referred to as "Grantee", whose address is 1425 West 3100 South, West Valley City, Utah 84119, its successors, assigns, lessees, licensees and agents, a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain and remove such telecommunications facilities and electrical facilities, and appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in the County of Salt Lake, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

An easement situate in the Northeast Quarter of Section 05, Township 01 South, Range 01 East, S.L.B.&M, as shown in Exhibit 'A', attached hereto and made a part hereof, and being further described as follows:

Beginning South 20.00 feet, more or less, along the east line of grantor's property, from the Northeast Corner of Lot 8, Block 21, Plat 'F", Salt Lake City Survey; thence West 13.00 feet, more or less, to the east wall of the "Lanai Apartment" building; thence South along said east wall 12.00 feet; thence East 6.00 feet; thence North 8.00 feet; thence East 7.00 feet, more or less, to the east line of grantor's property; thence North 4.00 feet, more or less, along the east of grantor's property, to point of beginning.

Parcel No. <u>16-05-257-014</u>

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above-described property and the right to clear and keep cleared all trees and other obstructions as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee shall indemnify Grantor for all damage 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.

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

Grantor covenants that he/she/they is/are the fee simple owner of said land or in which the Grantor has any interest and will warrant and defend title to the land against all claims.

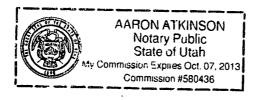
Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement.

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

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

Signed and delivered this $\angle \int \int$ day of July, A.D., $20\underline{13}$.
Grantor: Lanai Apartments, LLC
By: <u>Charles W Free</u> Name: <u>CHARLES</u> W FREE
Name: CHARLES W FREE
Title:
STATE OF UTAH)
COUNTY OF Salt Lake)

On the 15 day of July, 2013, personally appeared before me 16 Arcas of July, 2013, the signer(s) of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same. Witness my hand and official seal this 15 th day of July, 2013.



Notary Public

E.425825 - Salt Lake Main - SE1/4 Sec 05, T01S, R1E, SLB&M (E.301429)

EXHIBIT 'A'

Northeast 1/4, Section 05, Township 01 South, Range 01 East, S.L.B.&M.

