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Document Title: Easement Agreement  
Grantor: Worster Properties LLC  
Grantee: Qwest Corporation, d/b/a CenturyLink QC  
Parcel: 22-08-128-008  
Abbreviated Legal Description: Section 8, Township 2S, Range 1E, Salt Lake Base and Meridian

### **EASEMENT AGREEMENT**

The undersigned ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to **Qwest Corporation, a Colorado Corporation d/b/a CenturyLink QC** its successors, assigns, lessees, licensees, agents and affiliates ("Grantee"), having an address of 100 CenturyLink Drive, Monroe, Louisiana 71203, Attn: Construction Service, a perpetual, non-exclusive easement ("Easement") to construct, operate, maintain, repair, expand, replace and remove a communication system that Grantee from time to time may require, consisting of but not limited to, cables, wires, conduits, manholes, drains, splicing boxes, vaults, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines, poles and cables, and other facilities and structures, including utility service if required to operate such system, facilities and structures (collectively, the "Facilities") over, under and across the following property located in the County of Salt Lake, State of Utah, which Grantor owns ("Easement Tract"):

SEE THE DESCRIPTION SET FORTH ON **EXHIBIT A** ATTACHED TO, AND BY THIS REFERENCE MADE A PART OF, THIS AGREEMENT

Grantor further grants and conveys to Grantee the following incidental rights:

- (1) The right of ingress and egress over and across Grantor's lands to and from the Easement Tract; and
- (2) The right to clear all trees, roots, brush and other obstructions that interfere with Grantee's use and enjoyment of the Easement Tract.

Grantor reserves the right to use and enjoy the Easement Tract so long as Grantor's use does not materially interfere with the rights granted in this Easement Agreement. Grantor will not erect any structure or plant trees or other vegetation within the Easement Tract and will not alter the surface or subsurface of the Easement Tract or the ground immediately adjacent to the Easement Tract by grading or otherwise excavating, without Grantee's written consent.

Grantor warrants that Grantor is the owner of the Easement Tract and will defend title to the Easement Tract against all claims. Grantee will have no responsibility for environmental contamination unless caused by Grantee.

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.

Executed by Grantor this 8<sup>th</sup> day of March 2018.

*{remainder of page intentionally blank – signature page to follow}*

**GRANTOR:**  
**Worster Properties LLC, a Utah limited liability company**

**JF Spring Run Townhomes LLC, a Utah limited liability company**

By: Randee S. Worster  
Printed Name: Randee S. Worster  
Title: Manager

By: [Signature]  
Printed Name: OWEN FISHER  
Title: MANAGER

STATE OF Utah )  
 ) ss.  
COUNTY OF Davis )



The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of March, 2018, by Randee Worster, as Manager, of Worster Properties LLC, a Utah limited liability company.

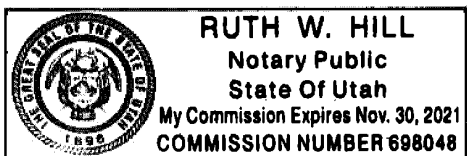
My commission expires: 06/30/18

WITNESS my hand and official seal.  
[Signature]  
Notary Public

STATE OF UTAH )  
 ) ss.  
COUNTY OF DAVIS )

The foregoing instrument was acknowledged before me this 15 day of MARCH, 2018, by OWEN FISHER, as MANAGER, of JF Spring Run Townhomes LLC, a Utah limited liability company.

My commission expires: 11.30.2021



WITNESS my hand and official seal.  
[Signature]  
NOTARY PUBLIC

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Notary Public

**EXHIBIT A TO EASEMENT AGREEMENT**

**Legal Description of Easement Tract**

AN EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID EASEMENT BEING 5.00 FEET IN WIDTH, BEING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT 2.50 FEET PERPENDICULAR DISTANCE NORTHERLY FROM THE NORTHERLY RIGHT OF WAY LINE OF MURRAY HOLLADAY ROAD AND 2.50 FEET WEST FROM THE EAST LINE OF GRANTOR'S PROPERTY, SAID POINT BEING SOUTH 89°31'40" WEST 2483.01 FEET AND SOUTH 705.76 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 8, SAID POINT BEING MORE PARTICULARLY DESCRIBED AS BEING SOUTH 89°50'12" WEST 159.10 FEET AND NORTH 35.50 FEET FROM THE WITNESS CORNER MONUMENT FOR THE NORTH QUARTER CORNER OF SAID SECTION 8, AND RUNNING THENCE SOUTH 89°50'15" WEST 208.50 FEET PARALLEL WITH SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 465.44 FEET BEING 2.50 FEET EAST AND PARALLEL WITH THE WEST LINE OF GRANTOR'S PROPERTY; THENCE EAST 34.59 FEET; THENCE NORTH 32.11 FEET; THENCE CONTINUING 2.50 FEET SOUTHERLY AND PARALLEL WITH THE NORTHERLY LINES OF GRANTOR'S PROPERTY THE FOLLOWING TWO (2) COURSES; 1) SOUTH 70°00'00" EAST 81.09 FEET; 2) NORTH 74°00'00" EAST 101.65 FEET TO A POINT 2.50 FEET WEST OF SAID EAST LINE; THENCE SOUTH 497.24 FEET TO THE POINT OF BEGINNING.

**EXHIBIT A CONTINUED**  
**Sketch or Drawing of Easement Tract**

