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03/13/2017 02:34 PM \$16.00  
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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
HEATHER KEY  
8021 SW CAPITOL HILL RD  
PORTLAND OR 97219  
BY: CRP, DEPUTY - WI 4 P.

Return to CenturyLink Network Real Estate  
Attn: Heather Key  
8021 SW Capitol Hill Rd  
Portland, OR 97219

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RECORDING INFORMATION ABOVE  
**EASEMENT AGREEMENT**

N.210763.E.01/P784157

The undersigned **HTC COMMUNITIES, LLC** ("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 Utah, State of Utah, which Grantor owns ("Easement Area"):

**An easement which is described in its entirety on EXHIBIT "A" 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 and that Grantor will warrant and defend title to the Easement Area against all claims.

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.

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.

Initials

RECORDING INFORMATION ABOVE

IN WITNESS WHEREOF, the Grantor has executed this instrument this 13<sup>th</sup> day of March, 2017.

HTC COMMUNITIES, L.L.C., a

Delaware limited liability company

By: Momentum HTC, L.L.C., a Utah

limited liability company

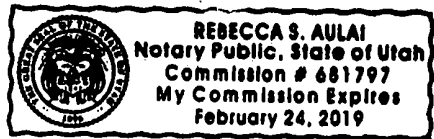
As its Managing Member

By: [Signature]  
Name: Corey A. Leiseth  
Title: Manager

STATE OF UTAH )  
 ) ss  
County of Salt Lake )

On the 13 day of March 2017, personally appeared before me, Corey A. Leiseth, the signer of the foregoing instrument who duly acknowledged to me that he executed the same in his capacity as the Manager of MOMENTUM HTC, L.L.C., a Utah limited liability company and that said limited liability company executed the same in its capacity as the Managing Member of HTC COMMUNITIES, L.L.C., a Delaware limited liability company.

My Commission Expires:  
February 24, 2019  
[Signature]  
Notary Public

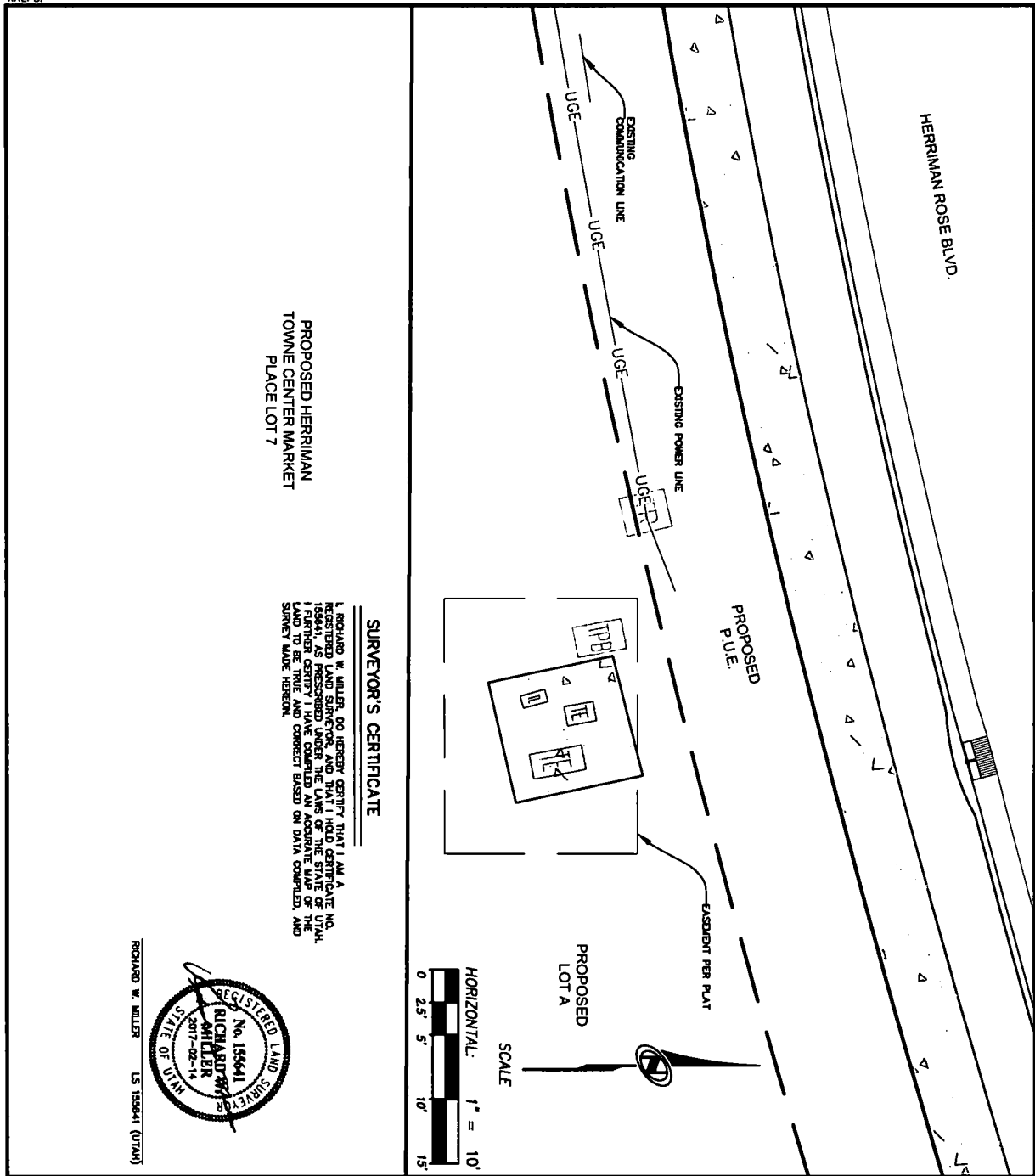


**EXHIBIT "A"**

A 20' by 15' communication easement located in the Southeast Quarter of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

**BEGINNING** at a point North 0°20'40" East 622.49 feet along the west line of said Southeast Quarter of Section 36 and South 89°39'20" East 436.32 feet from west line of said Southeast Quarter of Section 36 and running:  
thence North 0°02'59" East 15.00;  
thence South 89°57'01" East 20.00;  
thence South 0°02'59" West 15.00;  
thence North 89°57'01" West 20.00 to the point of beginning.

Parcel 26-36-453-005



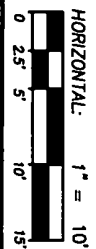
PROPOSED HERRIMAN  
 TOWNE CENTER MARKET  
 PLACE LOT 7

**SURVEYOR'S CERTIFICATE**

I, RICHARD W. MILLER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 155641 IN THE STATE OF UTAH. I FURTHER CERTIFY I HAVE COMPILED AN ACCURATE MAP OF THE LAND TO BE TRUe AND CORRECT BASED ON DATA COMPILED, AND SURVEY MADE HEREON.



RICHARD W. MILLER LS 155641 (UTAH)



**TALISMAN**  
 CIVIL CONSULTANTS  
 5217 SOUTH STATE STREET, SUITE 300 MURRAY, UT 84107  
 801.743.1300 TEL. 801.743.0300 FAX

**CENTURYLINK UTILITY EASEMENT**  
 CTL JOB #N.210774  
 DEPICTION OF UTILITY EASEMENT  
 PREPARED FOR: CENTURYLINK DATE SUBMITTED: 2/14/2017

SHEET NUMBER  
**1**  
 OF 1 SHEETS  
 JOB NUMBER  
 P17-031