

13546746  
1/27/2021 2:19:00 PM \$40.00  
Book - 11107 Pg - 120-125  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
JF CAPITAL  
BY: eCASH, DEPUTY - EF 6 P.

**After recording please return to:**

CenturyLink  
Attn: RJ Rodgers  
6943 W Utopia Rd  
Glendale, AZ 85308

Affecting Parcel No(s): 1606176028

---

**EASEMENT AGREEMENT**

**JF Luxe Partners QOF, LLC, a Utah limited liability company** (“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 Services, a perpetual, non-exclusive, easement (“Easement”) to construct, operate, maintain, repair, 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 concrete pads, including utility service if required to operate such system, facilities and structures (collectively, the “Facilities” over, under and across the following real property located in the County of Salt Lake, State of Utah, which Grantor owns (“Easement Tract”):

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

In utilizing the Easement, Grantee hereby agrees to use commercially reasonable efforts to avoid damaging any of the Easement Tract or any adjacent lands owned or controlled by Grantor. To the extent Grantee is unable to avoid such damage, Grantee may proceed with clearing all trees, roots, brush, and other natural vegetation that interfere with Grantee’s use and enjoyment of the Easement Tract, provided that Grantee shall promptly restore the Easement Tract to the same or substantially similar condition as it existed prior to such damage occurring. Grantee shall maintain the Facilities in good condition and repair. At all times during the term of this Easement Agreement Grantee agrees to maintain all insurance required by law.

The parties acknowledge that Grantee may access the Easement Tract via adjacent city rights of way and/or public roadways. Grantor reserves the full right to use and enjoy the Easement Tract, provided Grantor shall materially interfere with the rights granted in this Easement Agreement. Grantee acknowledges that Grantor will be required to grant to other parties, including other utility companies, non-exclusive easements (or other real property rights) on and over the Easement Tract. Accordingly, Grantee agrees to reasonably cooperate with such parties and to use commercially reasonable efforts to avoid materially interfering with their respective rights granted under their easement agreements (whether previously executed or executed in the

Exchange: SLKCUTMA  
NW ½ of Section: 6

County: Salt Lake  
Township: 1 South; Range: 1 East

P809042

future). Grantor will include similar requirements in such other easements. Grantor will not erect any building or structure within the Easement Tract.

Grantor warrants that Grantor is the owner of the Easement Tract. Grantee will have no responsibility for environmental contamination unless caused by Grantee. Grantee will indemnify Grantor for all causes of action, liability, or damages to the extent caused to Grantor because of Grantee's use of the Easement and Easement Tract, except to the extent caused by Grantor's negligence or willful misconduct.

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.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

Exchange: SLKCUTMA  
NW ½ of Section: 6

County: Salt Lake  
Township: 1 South; Range: 1 East

P809042

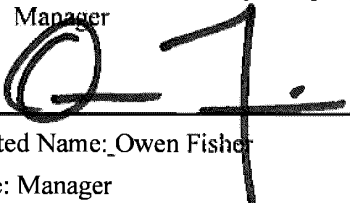
**GRANTOR:**

JF LUXE PARTNERS QOF, LLC,  
a Utah limited liability company

By: JF LUXE MANAGER, LLC,  
a Utah limited liability company  
Its: Manager

By: JF CAPITAL, LLC  
a Utah limited liability company  
Its: Manager

By: J. FISHER COMPANIES, LLC,  
a Utah limited liability company  
Its: Manager

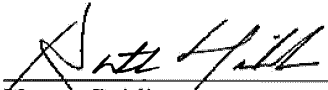
By:   
Printed Name: Owen Fisher  
Title: Manager

STATE OF UTAH                             )  
   ) ss.  
COUNTY OF DAVIS                         )

The foregoing instrument was acknowledged before me this 27<sup>TH</sup> day of JANUARY, 2021, by the above-referenced individual having full and proper authority to bind the Grantor.

My commission expires: 11/30/2021

WITNESS my hand and official seal.

  
Notary Public



(SEAL)

Exchange: SLKCUTMA  
NW 1/2 of Section: 6

County: Salt Lake  
Township: 1 South; Range: 1 East

P809042

**GRANTEE:**

QWEST CORPORATION,  
a Colorado Corporation D/B/A CENTURYLINK QC

By: Thomas Sassone  
Printed Name: THOMAS SASSONE  
Title: CONTRACT MANAGER II

STATE OF Arizona )  
 ) ss.  
COUNTY OF Maricopa )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of January, 2021, by the above-referenced individual having full and proper authority to bind the Grantee.

My commission expires: 5-25-2021

WITNESS my hand and official seal.

[Signature]  
Notary Public



(SEAL)

Exchange: SLKCUTMA  
NW 1/2 of Section: 6

County: Salt Lake  
Township: 1 South; Range: 1 East

P809042

**EXHIBIT A TO EASEMENT AGREEMENT**

**Legal Description of Easement Tract**

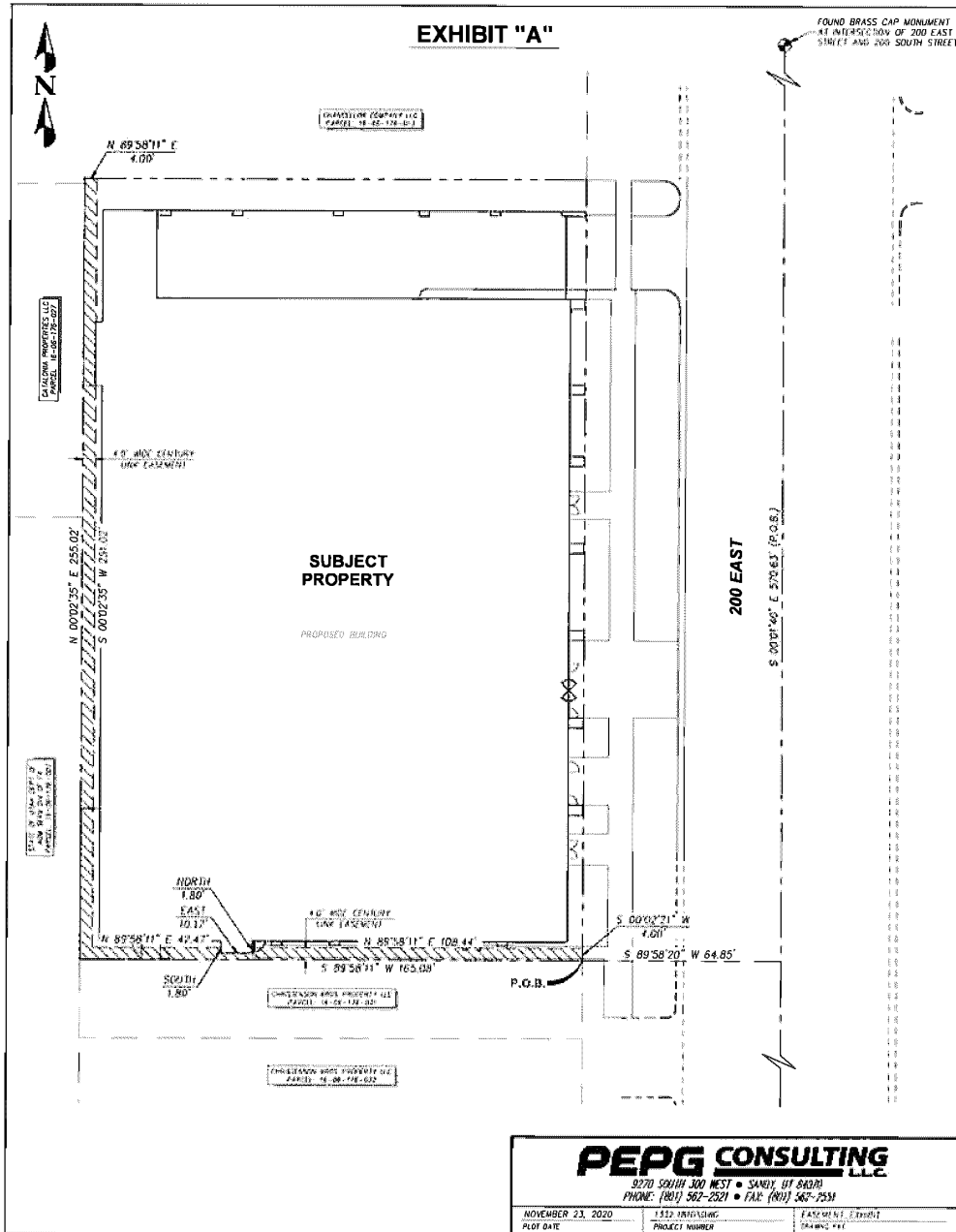
Beginning at a point which is South 00°01'40" East, along a monument line, 570.63 feet and South 89°58'20" West, 64.85 feet from a Salt Lake City Survey Monument located at the intersection of 200 South Street and 200 East Street; and running thence South 89°58'11" West, 165.08 feet; thence North 00°02'35" East, 255.02 feet; thence North 89°58'11" East, 4.00 feet; thence South 00°02'35" West, 251.02 feet; thence North 89°58'11" East, 42.47 feet; thence South, 1.80 feet; thence East, 10.17 feet; thence North, 1.80 feet; thence North 89°58'11" East, 108.44 feet; thence South 00°02'21" West, 4.00 feet to the point of beginning.

(Basis of Bearing being South 00°01'32" East along a monument line between two (2) Salt Lake City Survey Monuments located at the intersections of 100 South 200 East and 200 South 200 East)

Exchange: SLKCUTMA  
NW ½ of Section: 6

County: Salt Lake  
Township: 1 South; Range: 1 East

P809042



Exchange: SLKCUTMA  
 NW 1/2 of Section: 6

County: Salt Lake  
 Township: 1 South; Range: 1 East

P809042