

13787896
9/30/2021 4:26:00 PM \$40.00
Book - 11247 Pg - 6728-6732
RASHELLE HOBBS
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 5 P.

After recording, please return to:
CenturyLink
Attn: ROW
1025 Eldorado Blvd.
Broomfield, CO 80021
RE: P833713

Prepared by:
Angela Barber
431 26th St., 2nd Floor
Ogden, UT 84401

Parcel: 16-31-102-049-0000

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

The undersigned **Prestwick SSL, LLC** ("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

EXHIBIT A

(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 23 day of September, 2021.

GRANTOR:

Prestwick SSL, LLC, a Utah limited liability company

By: [Signature]
Printed Name: Barry Gittleman
Title: President

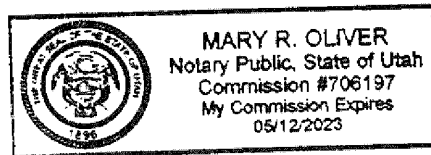
STATE OF UT)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 23 day of September, 2021, by Barry Gittleman as President, of Prestwick SSL, LLC, a limited liability company

My commission expires: 5-12-2023

WITNESS my hand and official seal.

[Signature]
Notary Public



(SEAL)

EXHIBIT A

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Easement Tract

A PARCEL OF LAND THAT IS PART OF LOT 7, BLOCK 17, TEN ACRE PLAT "A" BIG FIELD SURVEY LYING WITHIN THE NORTHWEST QUARTER (NW ¼) OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SOUTH SALT LAKE CITY, SALT LAKE COUNTY, UTAH AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE S89°57'17"W 409.55 FEET THENCE N00°00'00"E 156.91 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT OF BEGINNING BEING S00°00'45"E 1598.32 FEET ALONG THE CENTER MONUMENT LINE OF STATE STREET AND N89°57'27"E 358.07 FEET FROM A CENTERLINE MONUMENT MARKING THE INTERSECTION OF 3300 SOUTH AND STATE STREET; AND RUNNING THENCE N00°00'00"E 239.82 FEET; THENCE S89°56'33"W 88.18 FEET; THENCE N00°03'27"W 5.00 FEET; THENCE N89°56'33"E 93.19 FEET; THENCE S00°00'00"E 244.82 FEET; THENCE N90°00'00"W 5.00 FEET TO THE POINT OF BEGINNING.

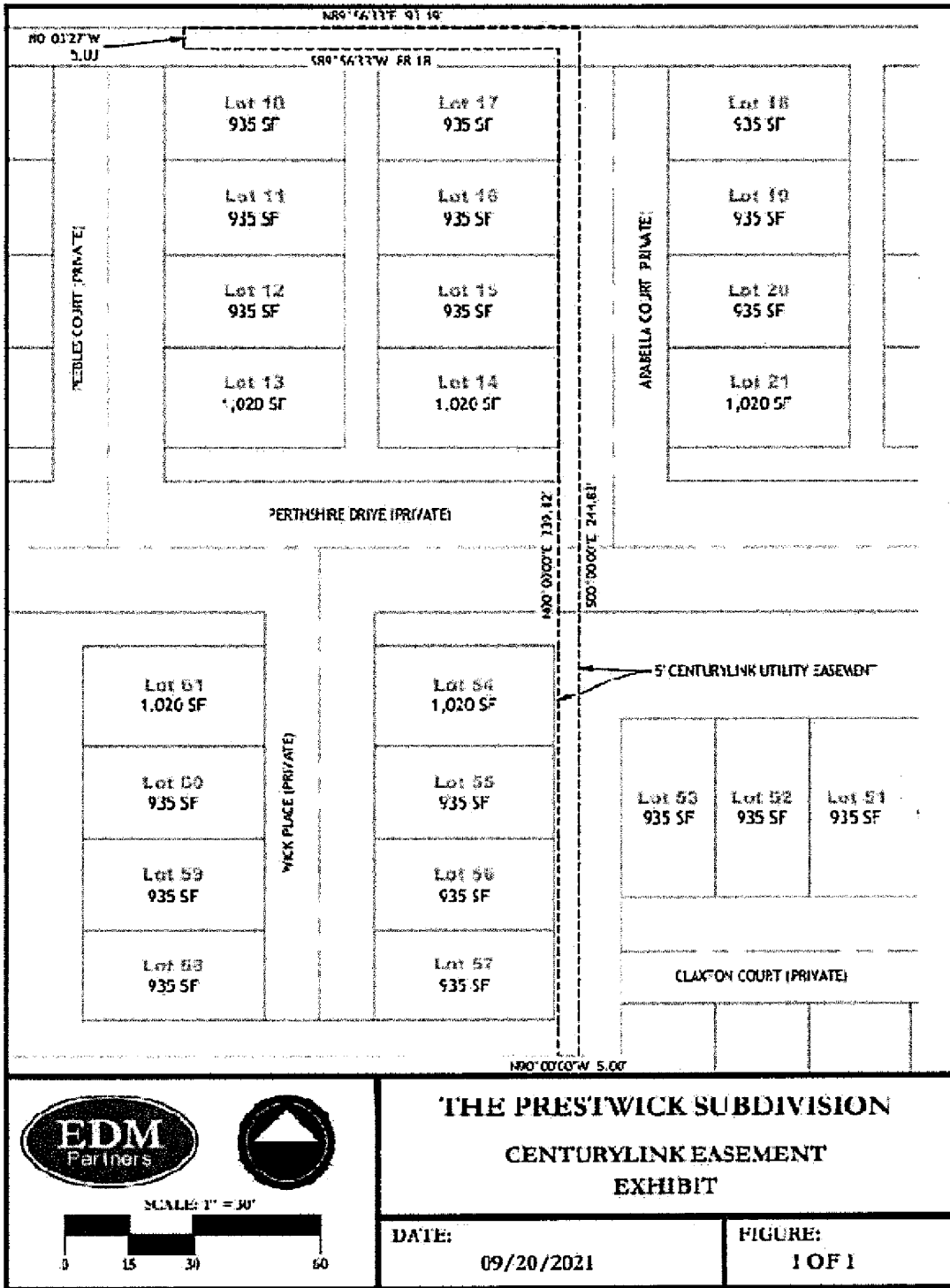
CONTAINS 0.04 ACRES IN AREA

EXHIBIT A

EXHIBIT A CONTINUED

**Sketch or Drawing of Easement Tract
(on the following page)**

EXHIBIT A



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