

13918315 B: 11320 P: 7346 Total Pages: 4
03/24/2022 12:57 PM By: ndarmiento Fees: \$40.00
EASEMENT - EASEMENT OR GRANT OF EASEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: CENTURYLINK
1025 ELDORADO BLVD BROOMFIELD, CO 80021



After recording please return to:
CenturyLink
Attn: ROW
1025 Eldorado Blvd.
Broomfield, CO 80021
RE: P837221

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

Parcel No.: 22-04-405-007

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

The undersigned **Bermondsey Partners, 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

(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 13th day of August, 2021

GRANTOR:

Bermondsey Partners, LLC

By: Kevin C. Ludlow
Printed Name: KEVIN C. LUDLOW
Title: MANAGER

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 13th day of August, 2021, by KEVIN C. LUDLOW, as MANAGER, of Bermondsey Partners, LLC, a LLC.

My commission expires: 3-23-2024

WITNESS my hand and official seal.

Michael S. De La Mare
Notary Public



(SEAL)

EXHIBIT A TO EASEMENT AGREEMENT

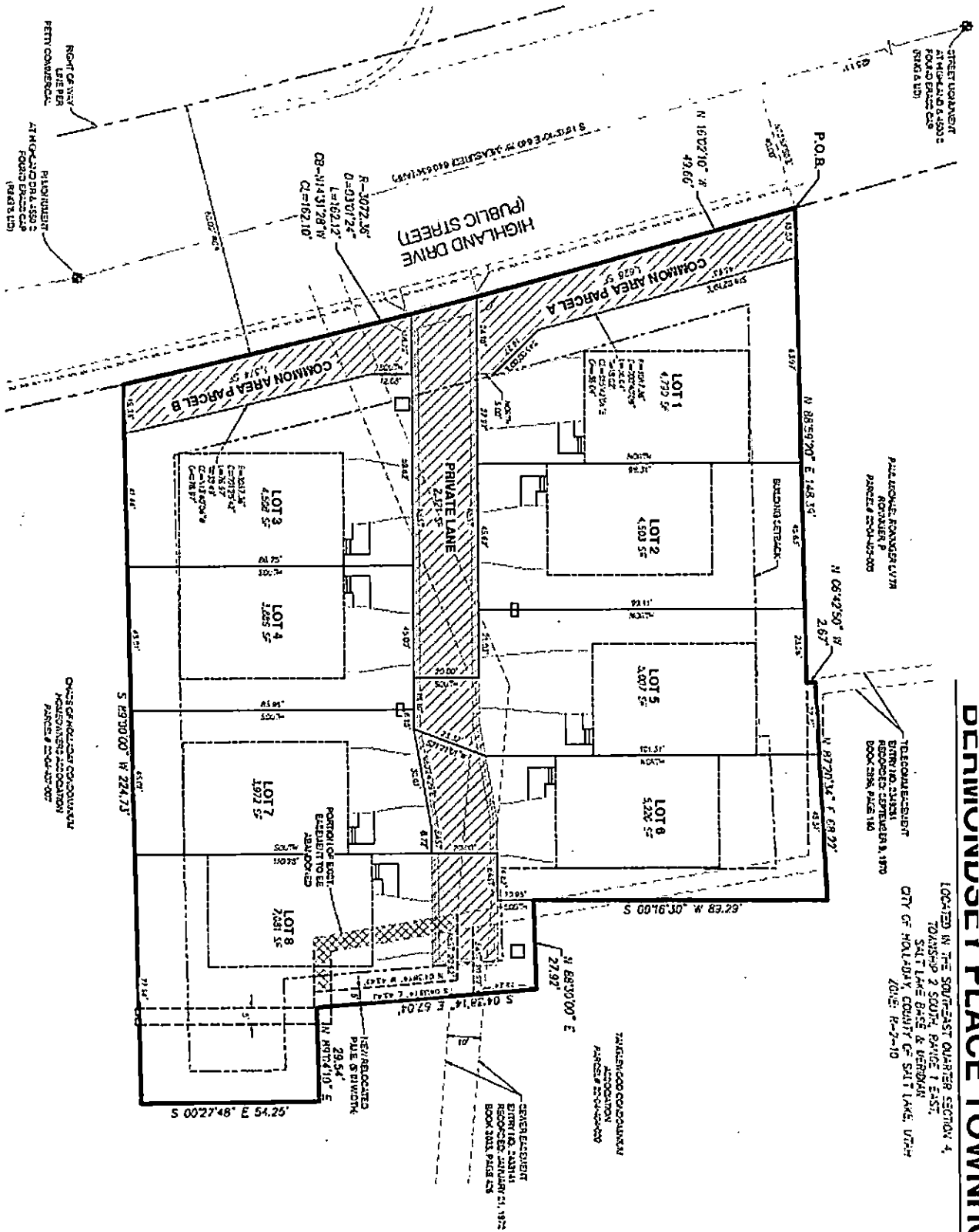
Legal Description of Easement Tract

Beginning at a point which is South 16°02'10" East, along the monument line, 516.94 feet and East, 232.25 feet from the street monument at the intersection of 4500 South and Highland Drive; and running thence East, 26.06 feet; thence South 04°38'14" East, 48.44 feet; thence South 89°59'20" West, 5.02 feet; thence North 04°38'14" West, 43.43 feet; thence West, 20.62 feet; thence North 09°23'10" West, 5.07 feet to the point of beginning.

Contains: 346 Sq. Ft.

EXHIBIT A CONTINUED

Sketch or Drawing of Easement Tract



DENVER UNDEVELOPED TRACT

LOCATED IN THE SOUTHWEST QUARTER SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 1 EAST,
SALT LAKE BASE & MERIDIAN
CITY OF HOLLADAY, COUNTY OF SALT LAKE, UTAH
ZONING: R-2-10

TELECOMMUNICATIONS
EARTHQUAKE
RECORDED DECEMBER 9, 1970
BOOK 298, PAGE 110

PULLIHOUSE, ROSSBERLYN
ROSSBERLYN P
PARCEL # 2004-07-000

ZULGERHOOD COOPERATIVE
ASSOCIATION
PARCEL # 2004-07-000

CHIEF ENGINEER
ERIN L. SMITH
RECORDED JANUARY 21, 1972
BOOK 311, PAGE 25

POINT OF BEGINNING
AS SHOWN

RELOCATED
PUE S R/W/OK
29.54'
N 89°17'10" E

PORTION OF EXIST.
EASEMENT TO BE
ABANDONED

LOT 1
4,750 SF
RELOCATED
PUE S R/W/OK
29.54'
N 89°17'10" E

LOT 2
4,500 SF

LOT 3
4,592 SF

LOT 4
3,885 SF

LOT 5
2,007 SF

LOT 6
5,236 SF

LOT 7
1,972 SF

LOT 8
7,881 SF

PRIVATE LANE
2,251 SF

COMMON AREA PARCEL A

COMMON AREA PARCEL B

HIGHLAND DRIVE
(PUBLIC STREET)

STREET EASEMENT
AT HIGHLAND & 4500 S
FOUR BLOCKS
FROM A 1/4

POINT OF BEGINNING

N 16°27'10" W
49.66'

N 88°59'20" E 148.34'

N 08°42'50" W
2.67'

N 87°20'14" E 68.27'

N 89°30'00" E
27.92'

S 04°28'14" E 67.04'

S 00°27'48" E 54.25'

S 89°30'00" W 224.73'

S 18°30'00" E 60.70' (C/SUBJECT 010367145)

R-3072-35
O=0101'24"
L=162.12'
C=162.10'

CB-11431'28" W
C=162.10'

RIGHT OF WAY
LINE PER
PETTY COMMERCIAL
AT HIGHLAND DR. & 4500 S
FOUR BLOCKS
FROM A 1/4

PLACEMENT
AT HIGHLAND DR. & 4500 S
FOUR BLOCKS
FROM A 1/4
(READS L10)

OWNER OF HOLLADAY COOPERATIVE
HOUSING ASSOCIATION
PARCEL # 2004-07-000