

14013453 B: 11371 P: 2709 Total Pages: 3
09/09/2022 01:43 PM By: salvarado Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

After recording, please return to:

CenturyLink

Attn: ROW

1025 Eldorado Blvd.

Broomfield, CO 80021

RE: P840088

TIN 21-25-476-005

Prepared by:

Angela Barber

Ogden, UT 84401

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

The undersigned **C Street Townhomes, 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, 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

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Easement Tract

BEGINNING A NORTHWESTERLY CORNER OF GRANTOR'S PROPERTY, SAID POINT BEING NORTH 00°07'05" WEST 501.84 FEET AND SOUTH 89°52'55" WEST 941.76 FEET AND NORTH 150.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 00°07'05" WEST 82.38 FEET ALONG THE WESTERLY LINE OF GRANTOR'S PROPERTY; THENCE NORTH 89°52'55" EAST 45.22 FEET; THENCE SOUTH 00°07'05" EAST 6.00 FEET; THENCE SOUTH 89°52'55" WEST 39.22 FEET; THENCE SOUTH 00°07'05" EAST 76.38 FEET; THENCE SOUTH 89°52'55" WEST 6.00 FEET TO THE POINT OF BEGINNING.