

13101669
10/17/2019 12:44:00 PM \$40.00
Book - 10847 Pg - 430-434
RASHELLE HOBBS
Recorder, Salt Lake County, UT
JF CAPITAL
BY: eCASH, DEPUTY - EF 5 P.

After recording please return to:

CenturyLink
Attn: Don Davalos
Bogan Ave NE Albuquerque, NM, 87109
Affecting Parcel, No(s): # 2125251003; # 2125251016

EASEMENT AGREEMENT

JF UNION PARTNERS, 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, 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, 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 real 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) Except as set forth below and as may be necessary, a temporary right of way adjacent to the Easement Tract to be used during the initial installation of the Facilities upon a strip of land 10 feet wide measured from the exterior boundaries of the Easement Tract, provided that Grantee shall not have the right to access or utilize, in any form, any portion of such additional 10 foot strip on each side of the Easement Tract to the extent Grantor has constructed, or commenced construction of, any buildings or other infrastructure, and nothing included herein shall preclude Grantor from commencing or completing such construction activities;
- (2) Reasonable ingress and egress over and across a portion of Grantor’s land to and from the Easement Tract, provided Grantee shall not cause any damage to Grantor’s land for such ingress and egress; and
- (3) The right to clear all trees, roots, brush and other obstructions that interfere with Grantee’s use and enjoyment of the Easement Tract.

Job # P810085

Exchange: MDVAUTMA
NW ¼ of Section: 25

County: Salt Lake
Township: 2 South; Range: 1 West

Ent 13101669 BK 10847 PG 430

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. Grantee shall use commercially reasonable efforts (a) to avoid utilizing the Easement in a manner that materially interferes with Grantor's use of the Grantor's lands, and (b) to the extent practical or feasible, to avoid causing any damage to any portion Grantor's lands or the Easement Tract.

At the time this Easement Agreement is executed, 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 damages caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges granted in this Easement Agreement.

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. This Easement Agreement shall be interpreted in accordance with Utah law.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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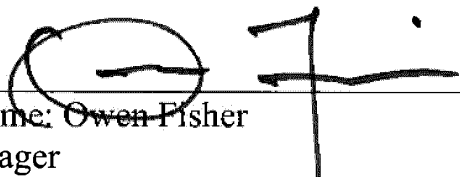
GRANTOR:

JF UNION PARTNERS, LLC,
a Utah limited liability company

By: **JF UNION MEMBER, LLC,**
a Utah limited liability company
Its: Managing Member

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 16th day of October, 2019, by Owen Fisher, known or identified to me to have the authority set forth above to bind the Grantor hereunder and acknowledged to me that he executed same on behalf of Grantor.

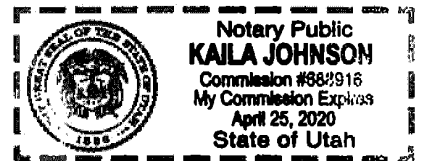
My commission expires: 4.25.20

WITNESS my hand and official seal.


Notary Public # 1088916



(SEAL)



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EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Easement Tract

Beginning at a point which is South, 1517.71 feet and East, 27.86 feet from the North Quarter Corner of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian: said North Quarter Corner being North 00°18'38" East, along the Basis of Bearing, 2640.92 feet and South 89°41'48" East, 2617.36 feet from the West Quarter Corner of said Section 25; and running thence East, 188.00 feet to a point on the west right-of-way line of Cottonwood Street; thence South 00°20'00" West, along said west right-of-way line, 5.00 feet; thence West, 28.19 feet; thence North 00°47'48" East, 1.73 feet; thence North 89°12'12" West, 23.50 feet; thence South 00°47'48" West, 2.06 feet; thence West, 136.28 feet; thence North, 5.00 feet to the point of beginning.

Contains: 895 Sq. Ft.

Job # P810085

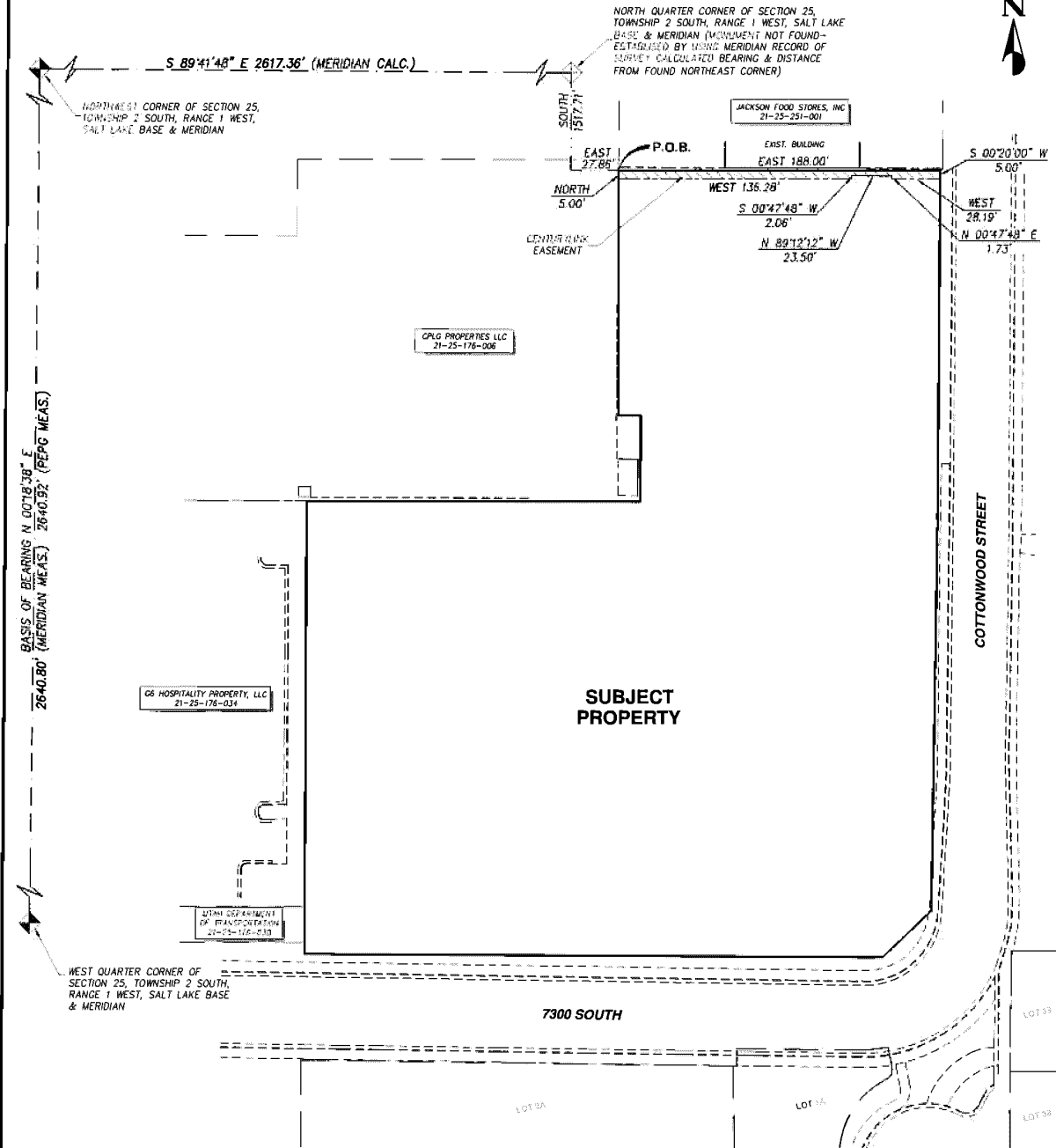
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EXHIBIT "A"



PEPG CONSULTING LLC
 9270 SOUTH 300 WEST • SANDY, UT 84070
 PHONE: (801) 562-2521 • FAX: (801) 562-2531

SEPTEMBER 23, 2019	201912701903	EASEMENT_EXHIBIT
PLOT DATE:	PROJECT NUMBER	DRAWING FILE