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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
DON TWIGGS  
8021 SW CAPITOL HILL RD.  
PORTLAND OR  
BY: JLA, DEPUTY - WI 6 P.

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**Prepared by and return to after recording:**  
**Don Twiggs**  
**CenturyLink Network Infrastructure Services**  
**8021 SW Capitol Hill Rd.**  
**Portland, OR.**

**RECORDING INFORMATION ABOVE**

**EASEMENT AGREEMENT**

**Parcel No. 15-01-407-061-0000**

The undersigned ("Grantor"), the owner of the premises and property located at approximately 159 W 300 S, Salt Lake City, Utah 84101 known as Parcel No: 15-01-407-061-0000 and recorded with the Salt Lake County Recorder (hereinafter, the "Grantor Property"), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to Qwest Corporation d/b/a CenturyLink QC, a Colorado corporation, 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 Grantee's communication facilities (including utility service if required to operate such facilities) and other appurtenant equipment and structures as Grantee may require from time to time (collectively, the "Facilities") under and through 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 reasonable ingress and egress over and across the Grantor Property to and from the Easement Tract for the purpose of exercising the rights granted herein, however, the access granted under this Section 1 shall not unreasonably impede access to and use of the parking structure and ramps located on Grantor's property during periods of construction, reconstruction, operation, maintenance, repair, replacement or removal of Facilities;

R/W P818442  
Exchange: Salt Lake City County: Salt Lake  
East ½ of Section 1, Township 1S, Range 1W

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(2) The right to pile dirt and materials and to operate equipment on the surface of the Grantor Parcel, both within the Easement Tract and immediately adjacent thereto;

(3) The right to clear all trees, roots, brush and other obstructions that interfere with Grantee's use and enjoyment of the Easement Tract. Grantee hereby agrees to restore all damages caused by its employees, agents, licensees and construction equipment and to restore the surface of the land after the initial construction and any reconstruction, maintenance, repair, replacement or removal of Facilities to the condition found immediately prior to each such operation, ordinary wear and tear excepted; and,

(4) The right to use the land within said easement for any purpose consistent with the rights herein conveyed.

Grantee shall retain ownership of the Facilities unless otherwise stated in a separate agreement.

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, tree, or deep-rooted plants 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 consent. Grantee has reviewed the existing construction plans for Grantor's use of the Easement Tract and, by installing any portion of the Facilities within the Easement Tract, hereby approves such use of the Easement Tract.

Grantor hereby agrees to pay all damages to the Facilities and expenses attributable to such damages caused by Grantor, its agents or contractors, including, but not by way of limitation, any damages caused by the construction and/or maintenance of driveways, sidewalks, parking areas, and utilities, other than those to be constructed by Grantee within the Easement Tract.

Grantor has full power to convey said easement and warrants and will defend the same against all claims of all persons.

Grantor warrants that Grantor is the owner of the Easement Tract and will defend title to the Easement Tract against all claims arising due to rights of ownership or use to the Easement Tract arising either prior to granting this Easement or as a result of Grantor's actions. 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. In the event this Agreement or any provision hereof shall be enforced by an attorney, all costs incurred including court costs and reasonable attorney fees, and including all fees and costs incurred upon appeal or in bankruptcy court, shall be paid by the party who breaches or defaults hereunder.

[Signatures on Following Page]

Executed by Grantor this 3<sup>rd</sup> day of August 2020

**GRANTOR:**

**Broadway Loft Condominium Association,  
a Utah Nonprofit Corporation.**

By: [Signature]  
Printed Name: GERMAN LEIKIN  
Title: President

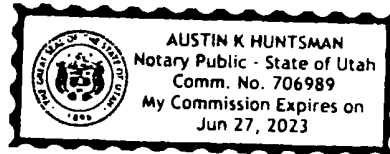
STATE OF UTAH            )  
  ) ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 3 day of August, 2020, by German Leikin, as President, of Broadway Loft Condominium Association, a Utah Nonprofit Corporation.

My commission expires: June 27 2023

WITNESS my hand and official seal.

[Signature]  
Notary Public



(SEAL)

**EXHIBIT A TO EASEMENT AGREEMENT**

**Legal Description of Easement Tract**

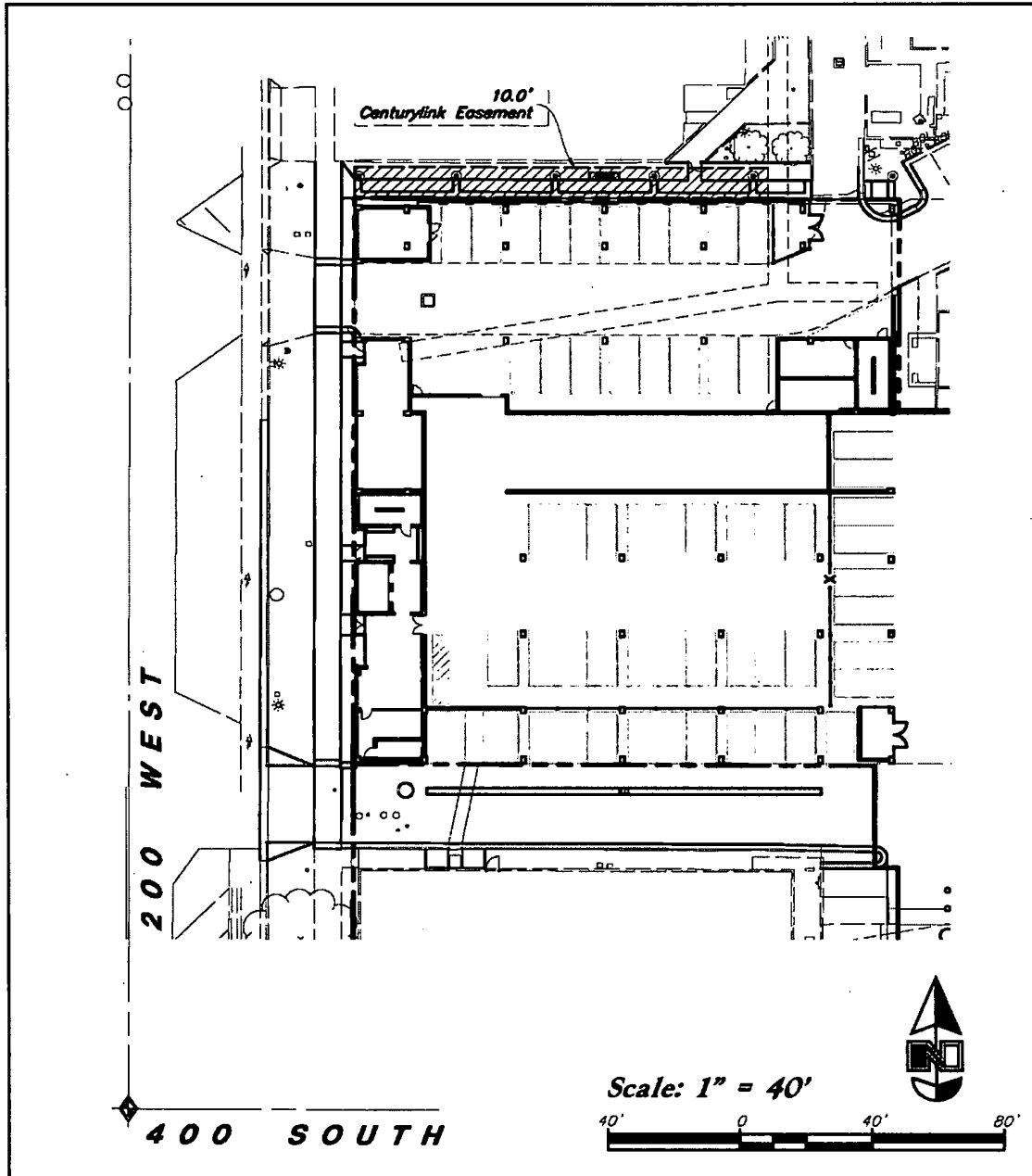
A 10.0-foot-wide easement for buried communications facilities being 5.0 feet each side of the following described centerline:

A part of Lot 4, Block 50, Plat A, Salt Lake City Survey lying within the East Half of Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the East Line of 200 West Street located 42.93 feet South 0°13'48" West along said East Line from the Northwest Corner of said Lot 4; and running thence South 89°47'02" East 125.27 feet to the endpoint of this easement centerline.

**EXHIBIT A CONTINUED**

**Sketch or Drawing of Easement Tract**



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 <p><b>ANDERSON WAHLEN &amp; ASSOCIATES</b> 2219 North Redwood Street, Salt Lake City, Utah 84119 801 521-8529 - <a href="http://www.ana.com">www.ana.com</a></p>	<p align="center"><b>Centurylink Easement Exhibit</b></p> <p align="center"><b>The Revival Apartments</b></p> <p align="center">360 South 200 West Salt Lake City, Utah</p>	<p align="center">Sheet No. <b>A2</b></p>	<p><i>Designed By: BC</i> <i>Drafted By: DW</i> <i>Client Name: PEG</i> <i>18-034exhibits</i> <b>03 Dec, 2019</b></p>
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**Exhibit B**  
**Agreement Regarding Use of Land**

**(Attached)**