

After recording please return to:
D.R. Horton, Inc.
12351 S. Gateway Park Place, D-100
Draper, UT 84020
Attn: Adam Loser



ENT 192505:2020 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Dec 03 4:34 pm FEE 40.00 BY SS
RECORDED FOR D R HORTON

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

The undersigned (“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 the following underground facilities, cables, wires, conduits, splicing boxes, small vaults, surface location markers, and, and other underground facilities and structures, including utility service if required to operate such system, facilities and structures (collectively, the “Facilities”) under and across the following property located in the County of Utah, 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 those portions of Grantor’s lands reasonably necessary to access the Easement Tract; and
- (2) The right to clear all trees, roots, brush and other obstructions within the Easement Tract 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 within the Easement Tract and will not alter the subsurface of the Easement Tract.

Grantor warrants that Grantor is the owner of the Easement Tract. Grantee will have no responsibility for environmental contamination except to the extent caused by Grantee.

Except to the extent caused by the negligence or willful misconduct of Grantor, Grantee shall indemnify Grantor against all losses, damages, expenses, and claims to the extent caused by

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Easement Tract

**LEGAL DESCRIPTION
PREPARED FOR
DR HORTON
Job No. 17-0110
(August 20, 2020)**

NORTHSHORE PHASE 3 PUE EASEMENT

A PORTION OF THE SOUTHEAST QUARTER AND NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S0°10'34"E ALONG THE SECTION LINE 304.62 FEET AND EAST 186.63 FEET FROM THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N0°30'55"E 890.66 FEET; THENCE N0°07'19"E 402.28 FEET; THENCE S89°40'00"E 10.00 FEET; THENCE S0°07'19"W 402.24 FEET; THENCE S0°30'55"W 890.73 FEET; THENCE N89°27'34"W 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±0.30 ACRES
±12,929 SQ. FT.

EXHIBIT A CONTINUED

Sketch or Drawing of Easement Tract

