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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
CENTURLINK, NIS
8021 SW CAPITAL HILL RD
PORTLAND OR 97219
BY: KRP, DEPUTY - WI 6 P.

After recording please return to:
Heather Key
CenturyLink, NIS
8021 SW Capital Hill Rd.
Portland, Or. 97219

Prepared by:
Don Twiggs
CenturyLink, NIS
8021 SW Capital Hill Rd.
Portland, Or. 97219

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***, 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 (but not through buildings unless necessary) 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 is permitted to construct and maintain curb and gutter, sidewalks, pavement, and landscaping, including trees, shrubs and other vegetation, ("Permitted Encroachments") over and across the Easement Tract that do not damage Grantee's facilities and/or otherwise materially interfere with the rights granted to Grantee herein. Grantor will not erect any structure 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, excepting therefrom the Permitted Encroachments which are hereby authorized.

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 10th day of June, 2019.

GRANTORS:

Boyer 102, L.C., a Utah limited liability Company

By The Boyer Company, L.C., a Utah limited liability company, its Manager

By:  _____

Printed Name: Brian Gochnour

Title: Manager

Boyer 151, L.C., a Utah limited liability Company

By The Boyer Company, L.C., a Utah limited liability company, its Manager

By:  _____

Printed Name: Brian Gochnour

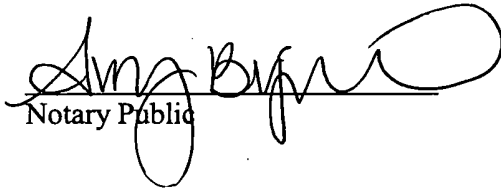
Title: Manager

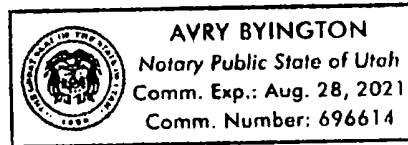
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10 day of June, 2019, by Brian Gochnour, as Manager, of The Boyer Company, L.C., a Utah limited liability company, as the Manager of Boyer 102, L.C., a Utah limited liability company.

My commission expires: 8/28/2021

WITNESS my hand and official seal.


Notary Public



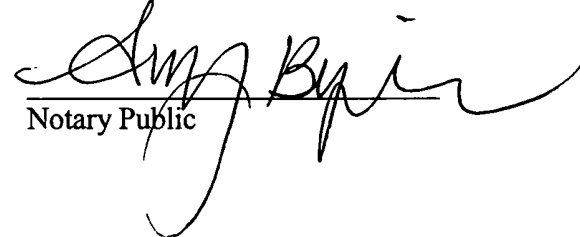
(SEAL)

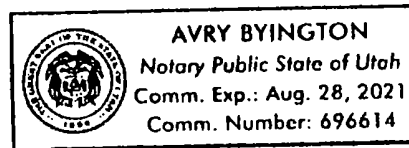
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10 day of June, 2019, by Brian Gochnour, as Manager, of The Boyer Company, L.C., a Utah limited liability company, as the Manager of Boyer 151, L.C., a Utah limited liability company.

My commission expires: 8/28/2021

WITNESS my hand and official seal.


Notary Public



(SEAL)

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Easement Tract

A 5.00 FOOT EASEMENT IN FAVOR OF CENTURYLINK, BEING LOCATED IN LOT 3, BLOCK 71, PLAT "A" OF THE SALT LAKE CITY SURVEY, SAID EASEMENT BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 3, BLOCK 71, PLAT "A" SALT LAKE CITY SURVEY, SAID POINT BEING NORTH 89°58'39" EAST ALONG SAID SOUTH LINE 114.11 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 3, AND RUNNING THENCE NORTH 0°01'23" WEST 26.90 FEET TO THE SOUTH WALL OF A BUILDING; THENCE NORTH 89°58'37" EAST ALONG SAID BUILDING 5.0 FEET; THENCE SOUTH 0°01'23" EAST 21.90 FEET; THENCE NORTH 89°58'39" EAST 92.58 FEET; THENCE SOUTH 5.00 FEET TO A POINT ON SAID SOUTH LINE; THENCE SOUTH 89°58'39" WEST ALONG SAID SOUTH LINE 97.58 FEET TO THE POINT OF BEGINNING.

Parcel # 16-06-107-040-0000

EXHIBIT A CONTINUED

Sketch or Drawing of Easement Tract

