

When Recorded Mail To:
CenturyLink
1425 West 3100 South
West Valley City, Utah 84119

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09/05/2013 01:24 PM \$14.00
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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CENTURY LINK
1425 W 3100 S
SLC UT 84119
BY: SLR, DEPUTY - WJ 3 P.

R/W # 12-189-01UT

EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to CenturyLink QC, a Colorado corporation, hereinafter referred to as "CenturyLink", whose address is 1425 West 3100 South, West Valley City, Utah 84119, its successors, assigns, lessees, licensees and agents, a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain and remove such telecommunications facilities and electrical facilities, and appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in the County of Salt Lake, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

An easement being a portion of Lot 8, Block 7, Plat 'E', Salt Lake City Survey, located in the Southeast Quarter of Section 3, Township 01 North, Range 01 West, S.L.B.&M, as shown in Exhibit 'A', attached hereto and made a part hereof, and being further described as follows:

Beginning at a point on the north line of grantor's property, said point being West 90.97 feet more or less from the northeast corner of Lot 8, Block 7, Plat 'E', Salt Lake City Survey; thence South 9.00 feet more or less to the northeast corner of the "Valli Hi Apartment" building; thence South along the east wall of said apartment building 85.00 feet; thence Northeasterly 25.00 feet; thence northwesterly 4.00 feet; thence Southwesterly 21.00 feet; thence North 90.00 feet to the north line of grantor's property; thence West 4.00 feet along said west line, to end.

Parcel No. 08-36-435-001

Grantee guarantees to restore the construction area, easement area, and surrounding work area equal to or better than that which existed prior to its construction start.

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above-described property.

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Initial

Grantee shall indemnify Grantor for all damage caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted.

Grantor reserves the right to occupy, use, and cultivate said easement for all purposes not inconsistent with the rights herein granted.

Grantor covenants that he/she/they is/are the fee simple owner of said land or in which the Grantor has any interest and will warrant and defend title to the land against all claims.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

Signed and delivered this 7th day of August, A.D., 20 13.

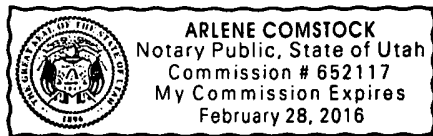
Grantor: WRAG Properties, Inc

By: James Garner
James Garner

Its: Secretary

STATE OF UTAH)
) ss
COUNTY OF Salt Lake)

On the 7th day of August, 2013, personally appeared before me JAMES GARNER, the signer(s) of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same. Witness my hand and official seal this 7th day of August, 2013.



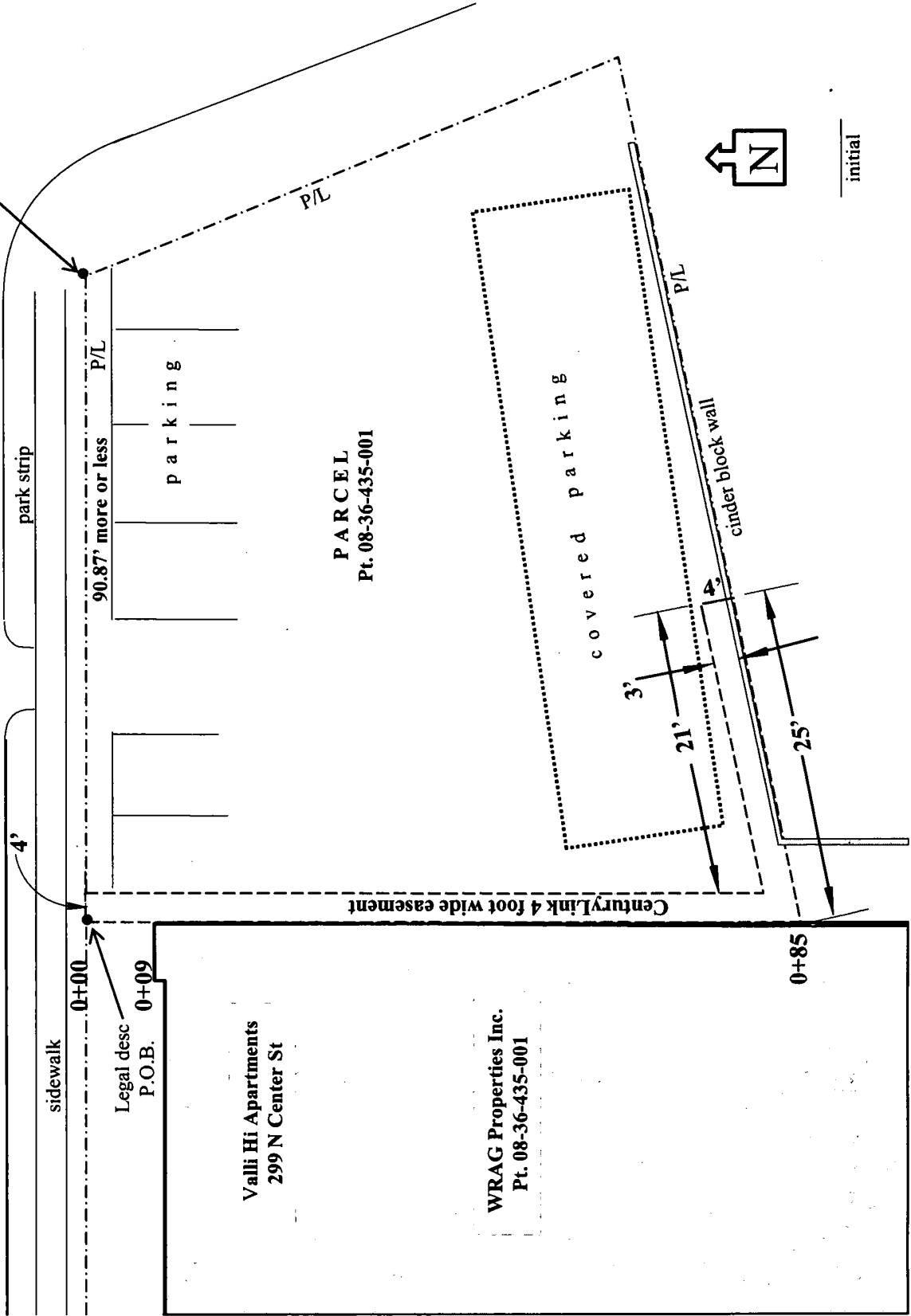
Arlene Comstock
Notary Public

~~E.423625~~ (E.301429) - Salt Lake Main - SE1/4 Sec 05, T01S, R1E, SLB&M

E.574168

EXHIBIT 'A'

Northeast corner
Lot 8, Block 7, Plat 'E'
SLC Survey



initial