After recording, please return to:

CenturyLink Attn: ROW 1025 Eldorado Blvd. Broomfield, CO 80021

RE: P837469

13790221 10/4/2021 4:39:00 PM \$40.00 Book - 11249 Pg - 2116-2122 RASHELLE HOBBS Recorder, Salt Lake County, UT SNELL & WILMER BY: eCASH, DEPUTY - EF 7 P.

Prepared by: Angela Barber 431 26<sup>th</sup> St., 2<sup>nd</sup> Floor Ogden, UT 84401

Parcel: 15-01-152-023-0000

### **GRANT OF UNDERGROUND EASEMENT**

Effective as of Sophist 24, 2021, for the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned BRIDGE PROJECTS, LLC, a Utah limited liability company ("Grantor)", as fee simple owner of that certain real property in Salt Lake County, Utah, as more particularly described in Exhibit A, attached hereto and by this reference made a part hereof ("Grantor's Property"), hereby grants and conveys to QWEST CORPORATION, a Colorado corporation d/b/a CenturyLink QC, its successors and assigns ("Grantee"), having an address of 100 CenturyLink Drive, Monroe, Louisiana 71203, Attn: Construction Service, a one foot (1') wide, non-exclusive, perpetual easement in gross, for the sole purposes of constructing, reconstructing, operating, maintaining, repairing, replacing and removing underground fiber and copper communications systems and facilities (including underground fiber optic and copper lines)(the "Company Wiring"), below the surface of the westernmost one foot (1') of the Grantor's Property ("Easement Area"), which Easement Area is more particularly described and depicted on Exhibit B attached hereto and by this reference made a part hereof.

Grantor further grants and conveys to Grantee the following incidental rights:

- Grantor's Property, which area is more particularly described and depicted on **Exhibit C** attached hereto and made a part hereof ("**No-Build Area**"), to and from the Easement Area for the purpose of exercising the rights herein granted, including temporary right of way on Grantor's Property adjacent to the Easement Area within the No-Build Area when necessary for purposes of construction, reconstructing, operating, maintaining, repairing, replacing and removing Company Wiring, provided that Grantee's access to the No-Build Area shall not unreasonably interfere with Grantor's use of such property and further provided that Grantee shall coordinate such access with Grantor in advance; and
- (2) The right to clear all trees, roots, brush and other obstructions within the Easement Area that endanger or unreasonably interfere with relocation, operation, and

maintenance of Company Wiring within the Easement Area; provided, however, that in making any excavation on the Easement Area, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall restore or repair, at the Grantee's own expense, any fence, grass, soil, shrubbery, bushes, flowers, sprinkler system, irrigation, system, gravel, pavement, concrete, asphalt, structures, or improvements, and restore the area to as near the same condition as it was prior to such excavation as is practical.

The Easement Area and related rights granted to Grantee hereunder are not intended to and shall not constitute a public utility easement or a dedication for public use, and the benefits conferred hereunder are expressly declared to be private rights. Upon installation of the Company Wiring within the Easement Area, Grantee herein terminates, abandons, and vacates any prescriptive, or permissive right-of-way or easement outside the Easement Area on the Grantor's Property and any property owned by Grantor that is immediately adjacent to Grantor's Property, including without limitation, the existing island on the southeast edge of Grantor's Property.

Grantor reserves the right to use and enjoy the Easement Area so long as Grantor's use does not materially interfere with operation of Company Wiring. The Grantor agrees for itself and its successors and assigns that the Company Wiring shall be and remain the personal property of the Grantee. Grantor will not erect any structure or plant trees or other vegetation within the Easement Area. Grantor may perform excavation work within the Easement Area, provided Grantor shall: (i) reasonably protect the Company Wiring, including existing points of access (e.g., manholes, handholes at all times; and (iii) bear the cost of repair of the Company Wiring damaged by Grantor's excavation work within the Easement Area.

Grantor warrants that Grantor is the fee simple owner of the Easement Area. Grantee acknowledges that the Easement Area is subject to all declarations, easements, encumbrances, restrictions, covenants and other matters of public record or enforceable in law and/or equity. Grantor will have no responsibility to Grantee for environmental contamination.

The rights, conditions and provisions of this Grant of Underground Easement 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.

#### **GRANTOR:**

BRIDGE PROJECTS, LLC, a Utah limited liability company

By: Artspace, a Utah nonprofit corporation

Its: Manager

Printed Name: Jessica Norie

Title: President

COUNTY OF Salt lake )

The foregoing instrument was acknowledged before me this 24 day of Soptember, 2021, by Jessica Norie, the President of Artspace, a Utah nonprofit corporation, the Manager of Bridge Projects, LLC, a Utah limited liability company, on behalf of said company.

WITNESS my hand and official seal.

My commission expires: September 3, 2025

(SEAL)

DANIELLE ELWOOD
Notary Public State of Urah
My Commission Expires on:
September 03, 2025
Comm. Number: 720180

# EXHIBIT A GRANTOR'S PROPERTY

COMMENCING 2 FEET WEST FRQM THE NORTHEAST CORNER OF LOT 5, BLOCK 63, PLAT "A," SALT LAKE C1TY SURVEY; AND RUNNING THENCE WEST 1 ROD; THENCE SOUTH 10 RODS; THENCE EAST 1 ROD; THENCE NORTH 10 RODS TO THE PLACE OF BEGINNING.

PORTION OF TAX PARCEL 15-01-152-023-0000.

# EXHIBIT B LEGAL DESCRIPTION AND DEPICTION OF EASEMENT AREA

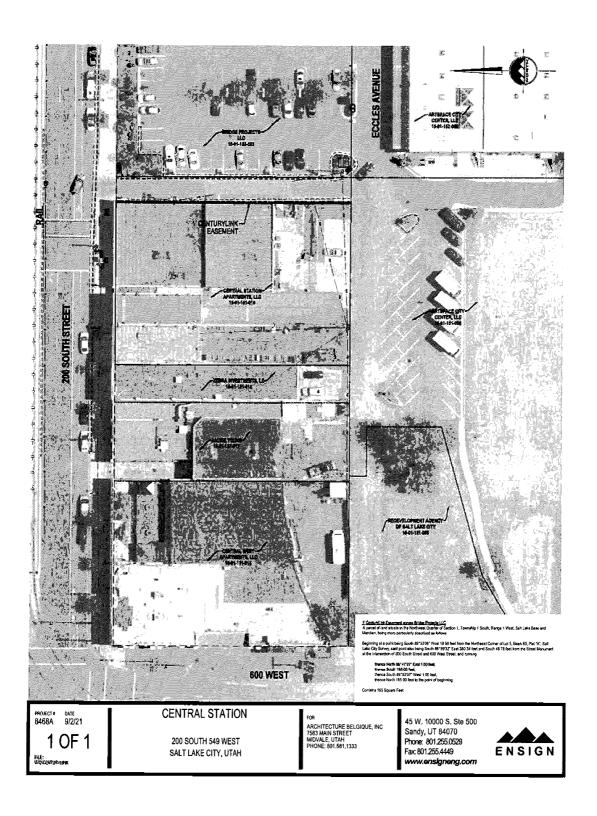
### Legal description of Easement Area:

A parcel of land situated in the Northwest Quarter of Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 89°53'06" West 18.50 feet from the Northeast Corner of Lot 5, Block 63, Plat "A", Salt Lake City Survey, said point also being South 86°59'32" East 380.34 feet and South 48.78 feet from the Street Monument at the Intersection of 200 South Street and 600 West Street, and running

thence North 88°47'27" East 1.00 feet; thence South 165.00 feet; thence South 89°53'07" West 1.00 feet; thence North 165.00 feet to the point of beginning.

Depiction of Easement Area: see attached.



## EXHIBIT C NO BUILD AREA

A parcel of land situated in the Northwest Quarter of Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 89°53'06" West 18.50 feet from the Northeast Corner of Lot 5, Block 63, Plat "A", Salt Lake City Survey, said point also being South 86°59'32" East 380.34 feet and South 48.78 feet from the Street Monument at the Intersection of 200 South Street and 600 West Street, and running

thence North 89°53'06" East 6.50 feet; thence South 165.00 feet; thence South 89°53'07" West 6.50 feet; thence North 165.00 feet to the point of beginning.

Contains 1,072 square feet or 0.025 acres.

PORTION OF TAX PARCEL 15-01-152-023-0000.

