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Book - 10200 Pg - 1480-1488  
Gary W. Ott  
Recorder, Salt Lake County, UT  
MERIDIAN TITLE  
BY: eCASH, DEPUTY - EF 9 P.

ACCOMMODATION RECORDING ONLY  
MERIDIAN TITLE COMPANY MAKES NO  
REPRESENTATION AS TO CONDITION  
OF TITLE, NOR DOES IT ASSUME  
ANY RESPONSIBILITY FOR VALIDITY,  
SUFFICIENCY OR AFFECT OF DOCUMENT

## EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this "Agreement") is entered into as of this the 17, day of December, 2013, by and between Arbor Park Associates, L.C., a Utah limited liability company (together with its successors and/or assigns, "Arbor"), having an address at 126 W Segoe Lily Drive, Suite 275, Sandy, Utah 84070 and CenturyLink QC, as the lawful successor in interest to Mountain States Telephone and Telegraph Company (together with its successors and/or assigns, "CenturyLink") having an address at 1425 West 3100 South, West Valley City, Utah, 84119.

For ten dollars (\$10.00) the receipt and sufficiency of which is hereby acknowledged, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Granting of Easement. Arbor hereby grants to CentruyLink a non-exclusive, perpetual easement for the installation, operation, maintenance, inspection, repair, placement and replacement of underground communications facilities (the "Communications Facilities") in the real property described on Exhibit "A" attached hereto (the "Easement Area"), together with the he right of ingress and egress over and across the lands of Grantor to and from the described Easement Area. Arbor represents that Arbor is the owner of the Easement Area and is granting this easement herein subject to all matters of record.

2. Maintenance. Except as provided in Section 3, CentruyLink, at its sole cost and expense, shall install, construct, maintain, repair and replace all Communications Facilities in the Easement Area. In addition, in connection with the foregoing, CentruyLink shall restore, repair and replace any damage to the Arbor's property to the extent arising out of CentruyLink's installation, construction, maintenance, repair, replacement, relocation or operation of the communications facilities, including, without limitation, repairing and replacing all paved areas, curbs and landscaping to the same condition such areas existed in prior to any work by CentruyLink.

3. Arbor's Reservation of Rights; No Interference. Arbor reserves unto itself the right to cross over or under the Easement Area so long as such other uses do not unreasonably interfere with CenturyLink's use of the Easement Area for the purposes herein granted. Except as contemplated herein, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of rights, privileges and easements granted in this Agreement shall be constructed or erected by Arbor, its agents, contractors, tenants, employees or invitees, nor shall Arbor its agents, contractors, tenants, employees or invitees in any other manner obstruct or interfere with the use of such rights, privileges and easements.

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12/16/13

4. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the owners, legal and equitable, mortgagees, lienholders, licensees, invited guests, users and employees of each tract, their successors, heirs and assigns, and the covenants and agreements herein contained shall be deemed covenants running with the land, and binding upon the successors, heirs and assign of all parties hereto. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules that would apply the law of another jurisdiction. All exhibits attached to this Agreement are expressly made a part of and incorporated in this Agreement as fully as though completely set forth in this Agreement. Any notice, demand, request, covenant, approval or other communication shall be made in writing and shall be deemed given upon personal or hand delivery, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the parties at the addresses first written above or such other address as the parties shall have specified in writing.


*[signature pages follows]*

The parties have executed this Agreement as of the date first set forth above.

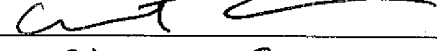
ARBOR:

ARBOR PARK ASSOCIATES, L.C.,  
a Utah limited liability company, by its Managers,

Arbor Commercial Real Estate L.L.C.,  
a Utah limited liability company

By   
Name: Carl Gust  
Its: Manager

Gardner Property Holdings, L.C.,  
a Utah limited liability company

By   
Name: Chusta Gardner  
Its: Manager

CENTURYLINK:

CENTURYLINK QC, the successor in interest to  
Mountain States Telephone and Telegraph  
Company

By   
Name: Ralph Vigil  
Its: Delegate Authority

STATE OF UTAH )

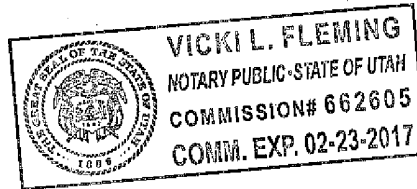
: SS.

COUNTY OF SALT LAKE )

On the 16<sup>th</sup> day of December, 2013, personally appeared before me Cony Gust who acknowledged to me that he executed the foregoing instrument as the duly authorized Manager of Arbor Commercial Real Estate L.L.C., a Utah limited liability company, in its capacity as duly authorized Manager of Arbor Park Associates, L.C., a Utah limited liability company.

*V Fleming*

Notary Public



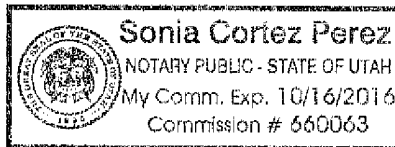
STATE OF UTAH )

: SS.

COUNTY OF SALT LAKE )

On the 16 day of DECEMBER, 2013, personally appeared before me CHRISTIAN GARDNER, who acknowledged to me that (s)he executed the foregoing instrument as the duly authorized Manager of Gardner Property Holdings, L.C., a Utah limited liability company, in its capacity as duly authorized Manager of Arbor Park Associates, L.C., a Utah limited liability company.

*[Signature]*  
Notary Public

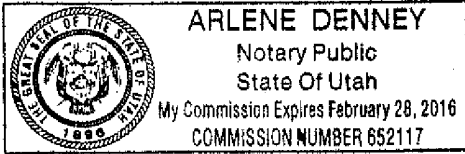


STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

On the 16<sup>th</sup> day of December, 2013, personally appeared before me Ralph Vigil, who acknowledged to me that he executed the foregoing instrument as the duly authorized Delegate Authority of CENTURYLINK QC, the successor in interest to Mountain States Telephone and Telegraph Company.



*Arlene Denney*  
\_\_\_\_\_  
Notary Public

EXHIBIT "A"

A 6.0 foot wide easement for buried communications facilities being 3.0 feet each side of the following described centerline:

A part of Lot 4 of Arbor Park Commercial Subdivision lying within the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the West Line of Grantor's Property located 69.60 feet South 89°49'24" East along the Section Line; and 725.97 feet South 0°14'00" West along the East Line of 8400 West Street from the North Quarter Corner of said Section 32; and running thence South 89°40'33" East 258.05 feet to the Lot Line at a point 3.00 feet North 0°14'00" East from the Southeast Corner of said Lot 4 and the endpoint of this easement centerline; together with

A 6.0 foot wide easement for buried communications facilities being 3.0 feet each side of the following described centerline:

A part of Lot 1 of Arbor Park Commercial Subdivision lying within the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the Westerly Line of Grantor's Property at a point 5.01 feet North 55°02'26" East from an angle point in said Westerly Line of Lot 1 located 653.70 feet South 89°49'24" East along the Section Line; and 727.48 feet South 0°14'00" West from the North Quarter Corner of said Section 32; and running thence South 89°40'33" East 9.85 feet; thence South 0°19'42" West 13.26 feet to the endpoint of this easement centerline.

Tax ID # 14-32-201-084 ; 14-32-201-086

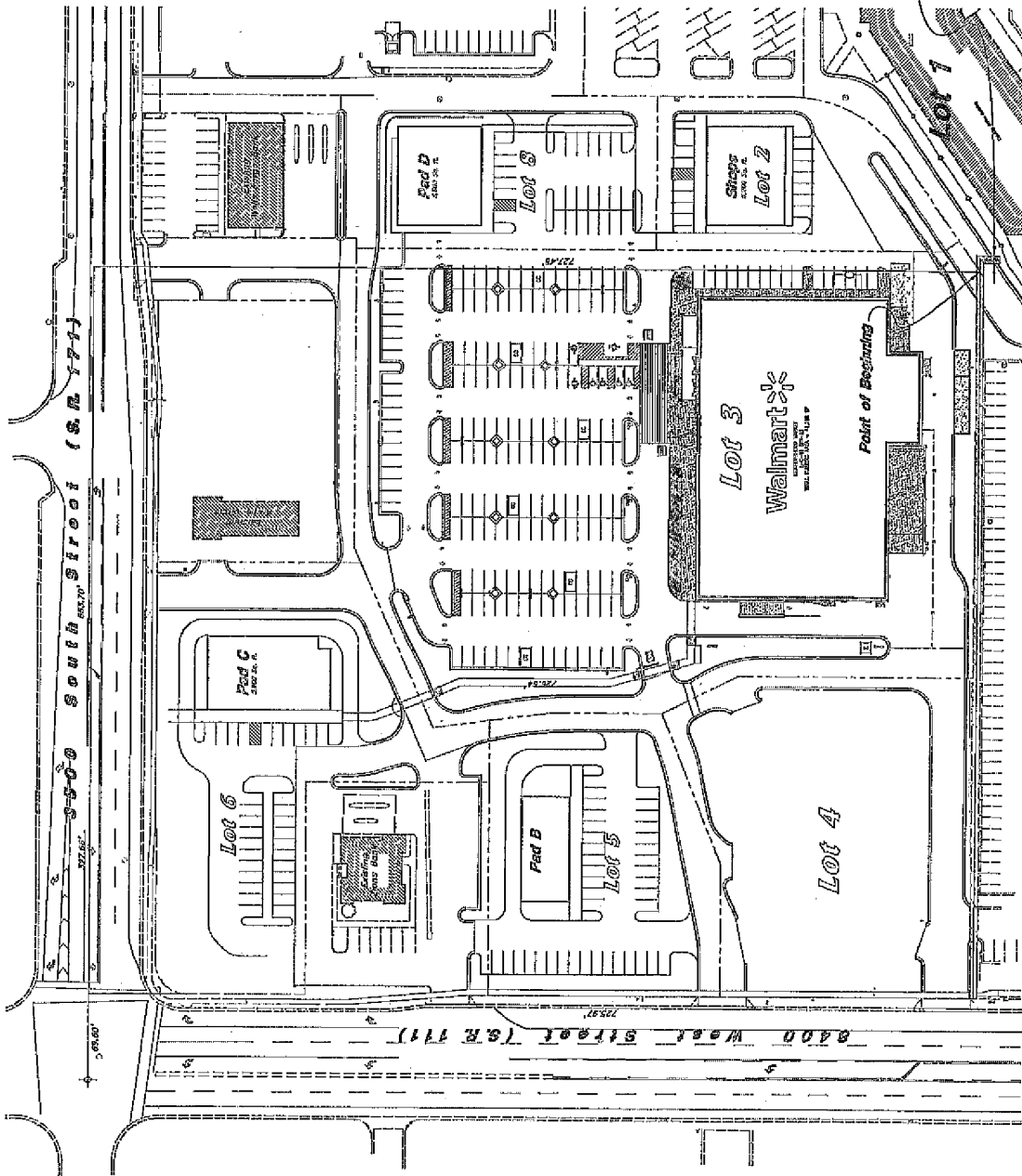
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**Arbor Park Shopping Center**  
 8400 West (S.R. 171) 3500 South (S.R. 171)  
 Magna, Salt Lake County, Utah

**Lot 1  
 Communications Line  
 Easement**

**6 ft wide  
 Communications  
 Line Easement**



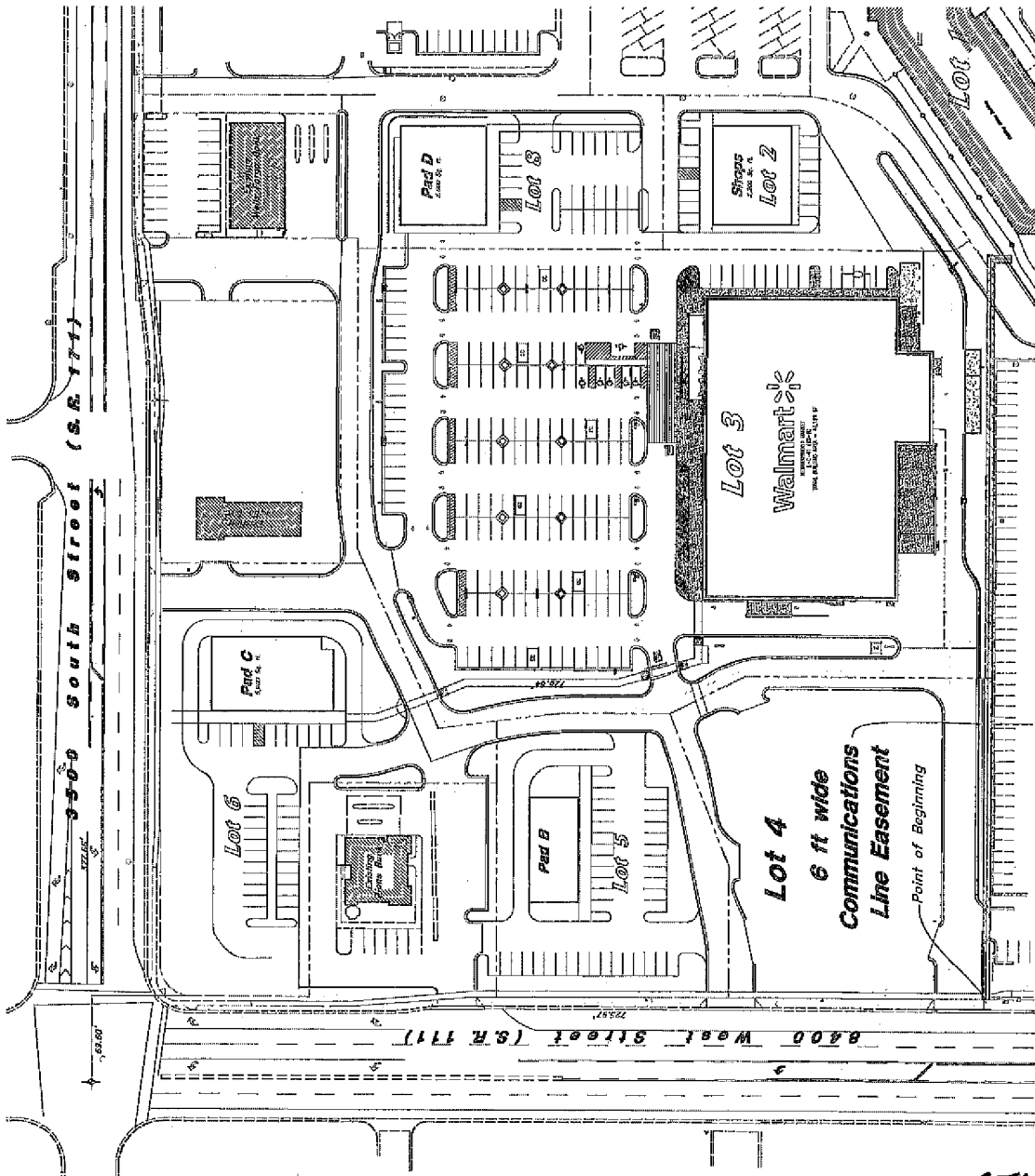
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**Arbor Park Shopping Center**

8400 West (S.R. 111) 3500 South (S.R. 171)  
Magna, Salt Lake County, Utah

**Lot 4  
Communications Line  
Easement**



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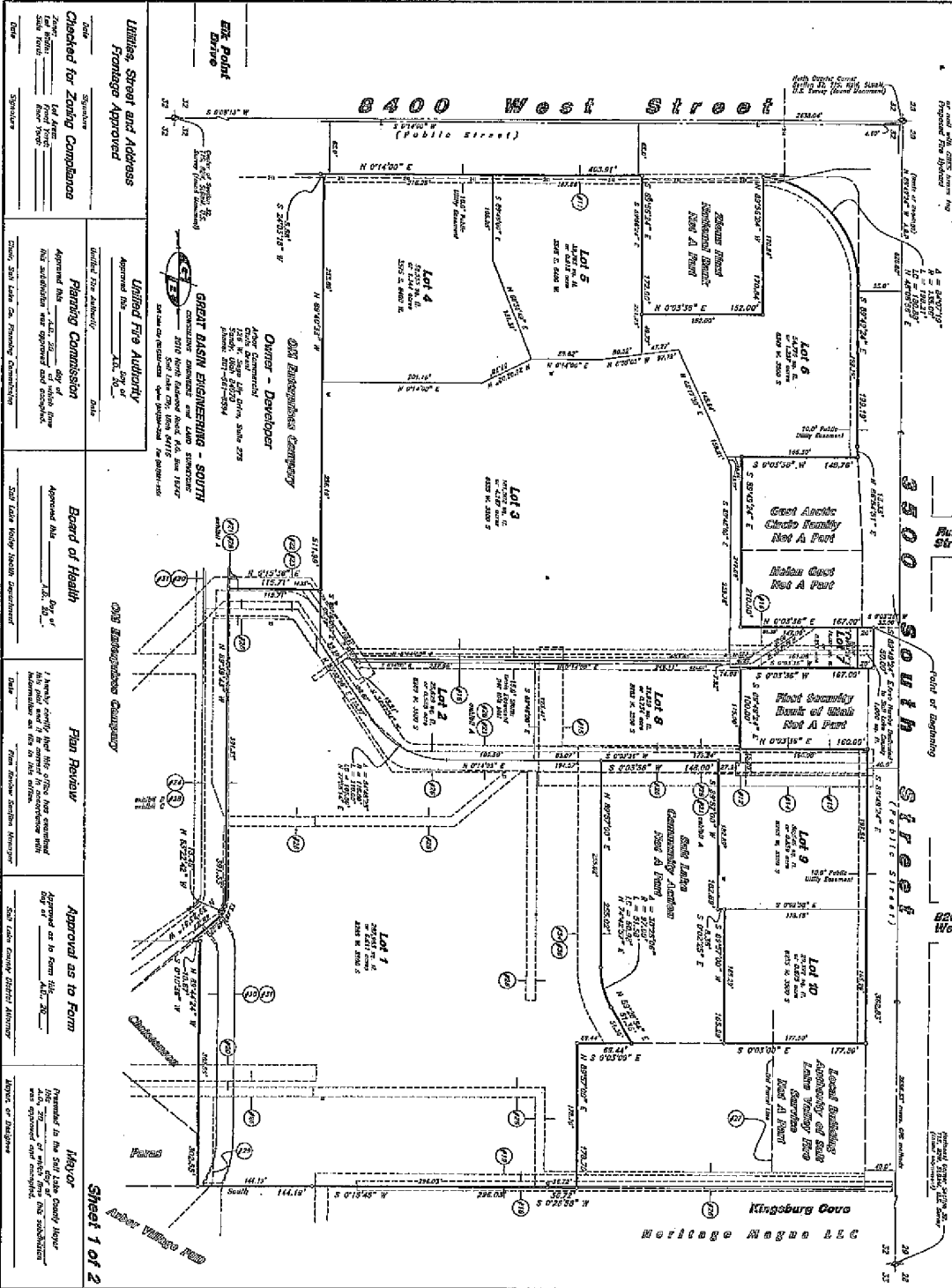


# Arbor Park Commercial Subdivision

A part of the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base & Meridian, U.S. Survey, Salt Lake County, Utah

Scale: 1" = 60'

- Legend**
- Section Corner
  - Definitive Monument
  - General Use
  - Corner/Proprietary Line
  - Survey Mark
  - 2nd order with GPS plastic cap
  - 1st order with GPS plastic cap
  - 1st order with steel cap
  - 1st order with iron cap



<p><b>Utilities, Street and Address</b></p> <p>Frontage Approved</p>	<p><b>United Fire Authority</b></p> <p>Approved this _____ day of _____, 2010.</p>	<p><b>Planning Commission</b></p> <p>Approved this _____ day of _____, 2010.</p>	<p><b>Board of Health</b></p> <p>Approved this _____ day of _____, 2010.</p>	<p><b>Plan Review</b></p> <p>I hereby certify that the office has examined this subdivision and approved said subdivision.</p>	<p><b>Approved as to Form</b></p> <p>Approved as to form this _____ day of _____, 2010.</p>	<p><b>Mayor</b></p> <p>Approved in the presence of _____ Mayor of _____ County, Utah.</p>
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**Surveyor's Certificate**

I, \_\_\_\_\_, Surveyor, do hereby certify that I am a duly qualified and licensed Surveyor under the laws of the State of Utah, and that I have personally examined the subdivision map and the field notes and monuments of the subdivision shown on this map, and that the same have been correctly surveyed and shown on the ground as shown on this map.

A Record of Survey has been filed for Record-09-0776, in the Salt Lake County Survey Office.

**Boundary Description**

That a part of the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Salt Lake County, Utah, containing 10.00 acres, more or less, is being subdivided into 10 lots, more or less, as shown on the attached map, and that the same have been correctly surveyed and shown on the ground as shown on this map.

**Owner's Declaration**

I, \_\_\_\_\_, Owner, do hereby declare that I am the owner of the above described land, and that I have authorized the subdivision of the same as shown on this map, and that I have authorized the recording of this map and the recording of the same in the Salt Lake County Survey Office.

**United Liability Company Acknowledgments**

I, \_\_\_\_\_, do hereby acknowledge that I have read and understand the contents of this map, and that I have authorized the recording of this map and the recording of the same in the Salt Lake County Survey Office.

**Recorded #** \_\_\_\_\_

**Arbor Park Commercial Subdivision**

A part of the Northeast Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base & Meridian, U.S. Survey, Salt Lake County, Utah.

Handwritten notes: *12/12/12* and *2x*