

WHEN RECORDED RETURN TO:

CenturyLink

1425 W. 3100 SOUTH  
WEST VALLEY, UT 84119  
ATTN: Ralph Uigil

11925579

10/07/2014 10:16 AM \$16.00

Book - 10265 Pg - 8145-8148

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

CENTURY LINK

1425 W 3100 S

WEST VALLEY UT 84119

BY: SSA, DEPUTY - WI 4 P.

## EASEMENT

SUMMIT ACADEMY HIGH SCHOOL ("Grantor"), for and in consideration of the payment of Ten Dollars and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants, conveys and warrants to CENTURYLINK, its successors, assigns, representatives, tenants, agents, employees, licensees and invitees (collectively, "Grantee"), a perpetual, non-exclusive utilities easement upon, over, through, under, and across the real property, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Parcel"), for the location, construction, installation, delivery, inspection, maintenance, operation, use, repair, alteration, protection, removal, and replacement of telecommunications facilities and fiber optic lines and/or other telecommunications lines (collectively "Facilities"). Grantor covenants to Grantee that it will not construct or erect or allow or cause to be constructed or erected any permanent structure or improvements of any kind which may or could interfere with Grantee's installation, maintenance or use of Facilities in the Easement Parcel granted herein, and Grantor agrees that Grantee may enter on the Easement Parcel and remove all such structures or improvements. Grantor specifically waives and releases Grantee from any and all liability and claims for the damage or removal of plants, trees, fences, landscaping and other improvements damaged removed by Grantee during Grantee's installation, maintenance or use of Facilities in the Easement Parcel.

All costs of installation, maintenance and repair of the utilities running through the Easement Parcel shall be at Grantee's sole expense, except to the extent that such maintenance or repair is necessitated by the actions of Grantor.

This Easement shall be subject to all existing utility easements and locations on the Easement Parcel. The burdens of the Easement shall run with the Easement Parcel. This Easement shall be construed under and governed by the laws of the State of Utah. It is expressly acknowledged and agreed that Grantee's rights under this Easement may be assigned, transferred and conveyed by Grantee in whole or in part to one or more other public utility service provider, whereupon the original Grantee shall be released from any obligations hereunder.

*[Signature on Next Page.]*

DATED this 7<sup>th</sup> day of February, 2014.

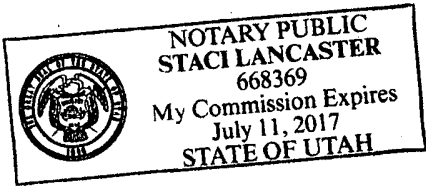
**GRANTOR:**

SUMMIT ACADEMY HIGH SCHOOL

By: Stacy  
Name: Steve Crandall  
Its: Exec. Director / CAO

STATE OF UTAH )  
                              : ss.  
COUNTY OF Salt Lake )

On the 7 day of Feb, 2014 personally appeared before me Stephen Crandall, who acknowledged to me that he/she executed the foregoing instrument for its stated purpose as Exec Director of Summit Academy High School.



Staci Lancaster  
Notary Public  
Residing at: Draper UT

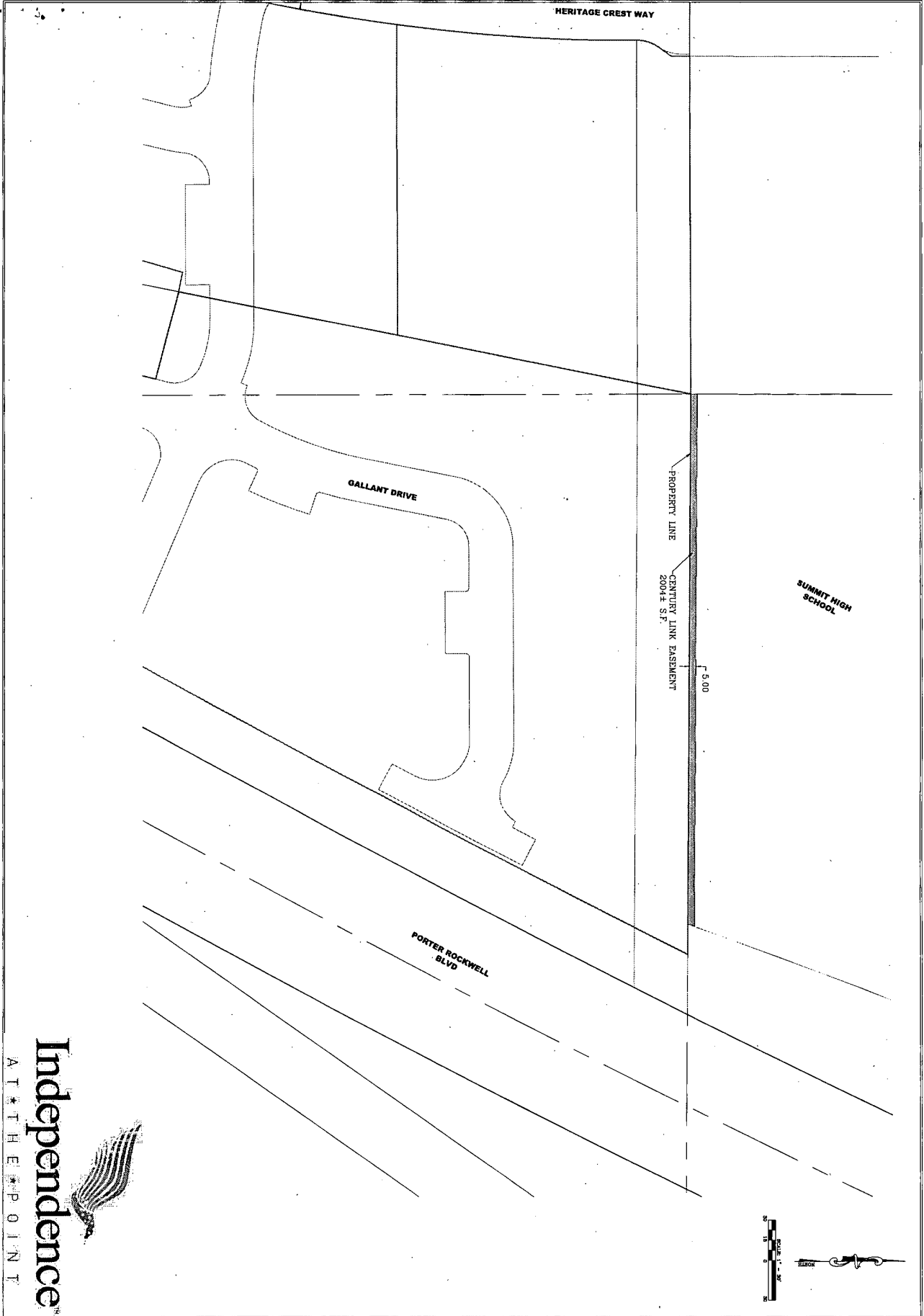
My Commission Expires:  
July 11, 2017

## EXHIBIT "A"

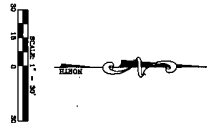
### 5' CENTURY LINK EASEMENT


*Located in the Southwest Quarter of Section 12, Township 4 South, Range 1 West, Salt Lake Base & Meridian and more particularly described as follows:*

*Beginning at the Southwest Corner of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence  $N0^{\circ}08'07''E$  along the section line 5.00 feet; thence  $S89^{\circ}39'39''E$  401.71 feet to a point on the west line of Porter Rockwell Boulevard; thence along said line and arc of a 6156.00 foot radius non-tangent curve (radius bears:  $S70^{\circ}31'10''E$ ) to the left 5.29 feet through a central angle of  $0^{\circ}02'57''$  (chord:  $S19^{\circ}27'22''W$  5.29 feet) to the south line of Section 12; thence  $N89^{\circ}39'39''W$  along said section line 399.96 feet to the point of beginning.*



**Independence**  
AT THE POINT



<p>1</p>	<p style="text-align: center;"><b>INDEPENDENCE</b> BLUFFDALE, UTAH</p> <hr/> <p style="text-align: center;"><b>CENTURY LINK EASEMENT</b></p>	 <p><b>ENGINEERS SURVEYORS PLANNERS</b></p> <p>2302 N. MAIN STREET BLUFFDALE, UTAH 84301 PHONE: 801.733.8555 FAX: 801.733.8555 WWW.LBI-UTAH.COM</p>
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