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Rhonda Francis Summit County Recorder

08/07/2023 02:44:54 PM Fee \$40.00

By FIRST AMERICAN TITLE INSURANCE COMPANY - NCS I
Electronically Recorded

PREPARED BY:

Qwest Corporation
C/O Lumen Technologies
931 14th Street
Denver, Colorado 80202

WHEN RECORDED RETURN TO:

Lumen Technologies
100 CenturyLink Drive
Monroe, Louisiana 71203
Attn: Network Real Estate

APN: A Portion of Tax Parcel No. S-404

COMMUNICATION SYSTEM EASEMENT

This Communication System Easement and the rights contained in it are granted by STANLEY ROAD, LLC, a Utah limited liability company, f/k/a Stanley Road Limited Liability Company ("**Grantor**") whose street address is 378 Maple Drive, Park City, Utah 84098.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, Grantor, for itself, its successors and assigns, grants to **QWEST CORPORATION**, a Colorado corporation, its successors, assigns, lessees, licensees and agents ("**Grantee**"), whose street address is 931 14th Street, Denver, Colorado 80202, Attention: Vice President of Real Estate, subject to the terms stated in this Communication System Easement, a perpetual easement ("**Easement**") to install, construct, operate, maintain, expand, replace and remove a communication system that Grantee may from time to time require, consisting of but not limited to underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines or cables, towers, poles, buildings and other facilities or structures as are reasonably necessary for Grantee to exercise the rights granted to it in this Communication System Easement (collectively, "**Facilities**"), upon, over, through, under and along those parcels of described on Exhibit A (collectively, "**Easement Tract**"), said Easement Tract being a portion of the real property described on Exhibit B ("**Property**"), both exhibits being attached to and incorporated by reference into this Communication System Easement.

The grant of Easement also gives to Grantee the following rights: (a) the right of ingress and egress over and across the Easement Tract and Property and any real property owned or controlled by Grantor that is adjacent to the Easement Tract or Property for the purpose of Grantee exercising the rights granted to it in this Communication System Easement; (b) the right to clear and keep clear all trees, roots, brush and other obstructions from the surface and sub-surface of the

Easement Tract that interfere with Grantee exercising the rights granted to it in the Communication System Easement; and (c) at Grantee's expense, the right to bring to and to place at the Easement Tract electrical or other utility service for Grantee's use, and if required by the utility, Grantor will grant a separate easement to the utility for the purpose of the utility having access to and bringing service to the Easement Tract.

Grantor will have the right to use and enjoy the Easement Tract so long as Grantor's use does not materially interfere with the rights granted to Grantee in this Communication System Easement. Grantor will not erect any structure or plant trees or other vegetation within the Easement Tract.

Grantor warrants that Grantor is the owner of the Easement Tract and Property and will defend title to the Easement Tract and Property against the claims of any and all persons, and that Grantor has full authority to grant this Communication System Easement according to its terms. Grantor further warrants that to the best of Grantor's knowledge, the Easement Tract and Property are free from any form of contamination and contain no hazardous, toxic or dangerous substances. Grantee will have no responsibility for environmental contamination or liabilities unless caused by Grantee.

If in Grantor's commercially reasonable judgment the location of the Facilities will materially, adversely interfere with any development plans Grantor has for the Property, Grantor will have the right, on one occasion only, to require the relocation of the Facilities to another portion of the Property. Any such relocation will be upon the following terms and conditions:

(a) The relocation to another location will be subject to Grantor's identification of another location for the Facilities and the Easement Tract that is approved by Grantee, which approval will not unreasonably be withheld.

(b) When a new location has been agreed on and the location thereof has been surveyed and an appropriate legal description has been prepared, Grantor will execute an amendment to this Easement to add or change the location of the Easement Tract to the new Easement Tract ("**New Easement Tract**").

(c) When the amendment to the Easement has been executed and recorded, Grantee will proceed with reasonable diligence to relocate the Facilities to the New Easement Tract.

(d) Grantor will pay all reasonable costs incurred by Grantee in the relocation, including, but not limited to, the cost of locating and surveying the New Easement Tract, Grantee's cost of moving the Facilities, including the cost of acquiring any new equipment that is reasonably required in connection with making such relocation without interrupting the service provided by the Facilities, and all other reasonable costs incurred by Grantee. At Grantee's request, Grantor will deposit with Grantee or in an escrow account satisfactory to Grantee the cost of such relocation as reasonably estimated by Grantee, against which Grantee may from time to time draw to pay for such costs. Grantor's obligation to pay for the cost of the relocation will not be limited to the

amount of any such deposit from time to time required by Grantee, however. Upon completion of the relocation and Grantor's payment of all of Grantee's cost thereof, any balance left in such account will be returned to Grantor.

(e) Upon the completion of such relocation and installation so that the Facilities are fully installed and fully operational in the New Easement Tract, Grantor will execute a further amendment to this Easement providing for the New Easement Tract and, to the extent that the relocated Easement Tract does not include portions of the original Easement Tract, deleting such portions from the Easement Tract.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Signed by Grantor this 7th day of August, 2023.

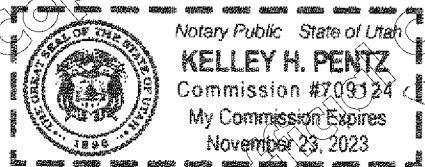
GRANTOR:

STANLEY ROAD, LLC,
a Utah limited liability company

By: [Signature]
Name: TIM ANKER
Title: MANAGER

STATE OF Utah
COUNTY OF Summit) ss.
)

This instrument was acknowledged before me on this 7 day of August, 2023, by Tim ANKER as Manager of STANLEY ROAD, LLC, a Utah limited liability company.



[Signature]
NOTARY PUBLIC
My Commission Expires: 11/23/2023

[Seal]

Exhibit A to Communication System Easement

Easement Tract Legal Descriptions

[three pages follow]

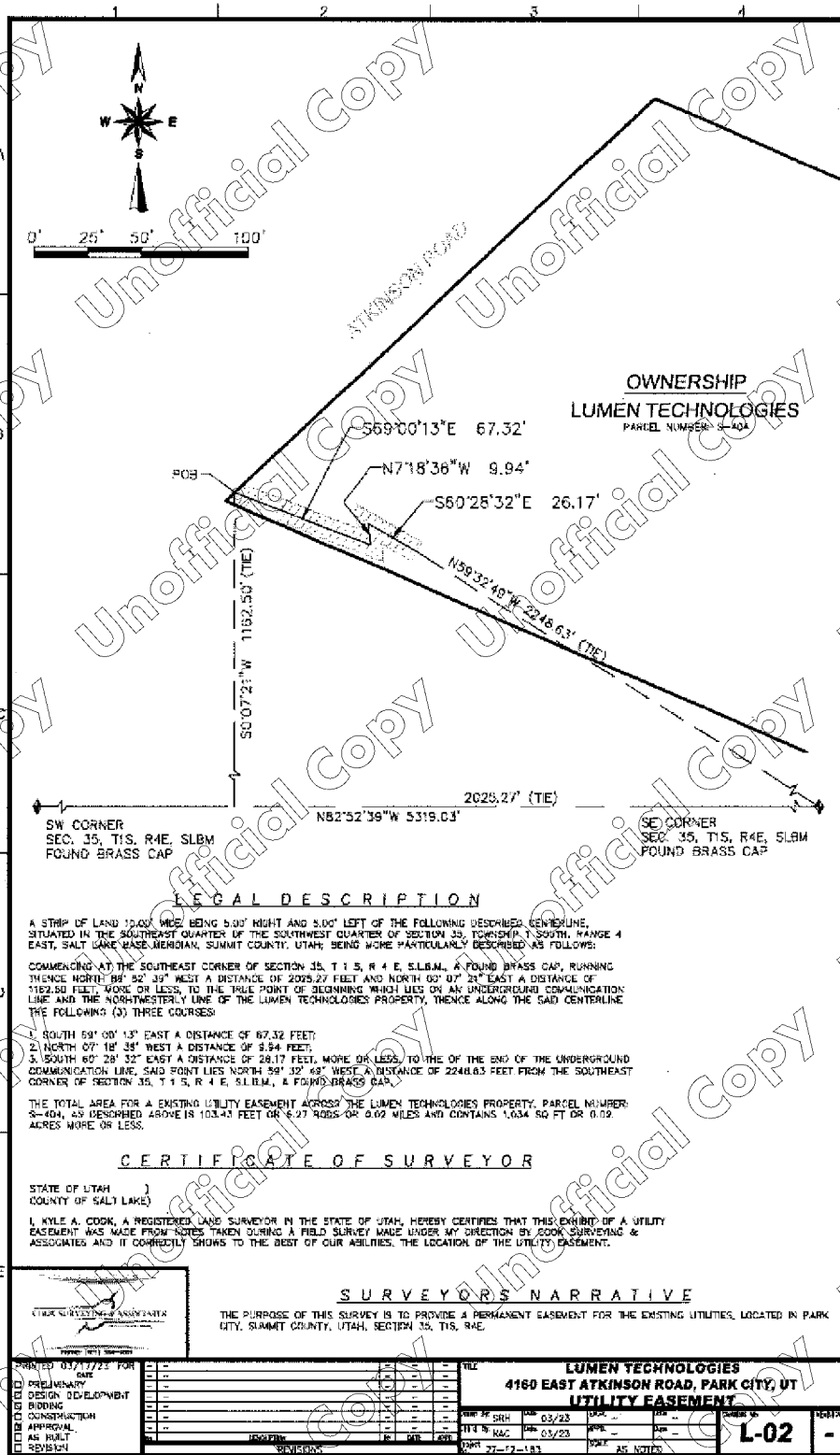


Exhibit A to Communication System Easement - 2

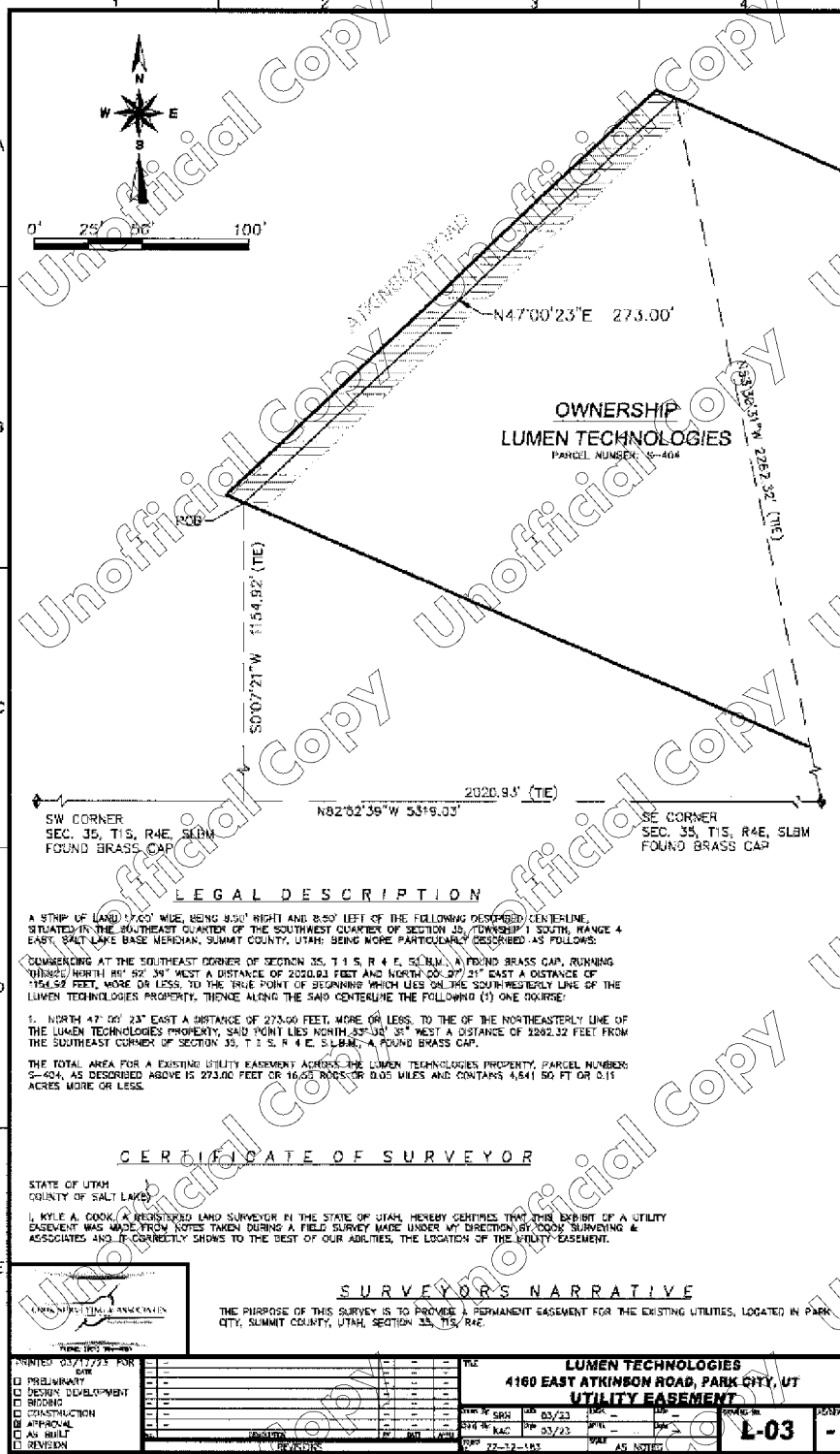
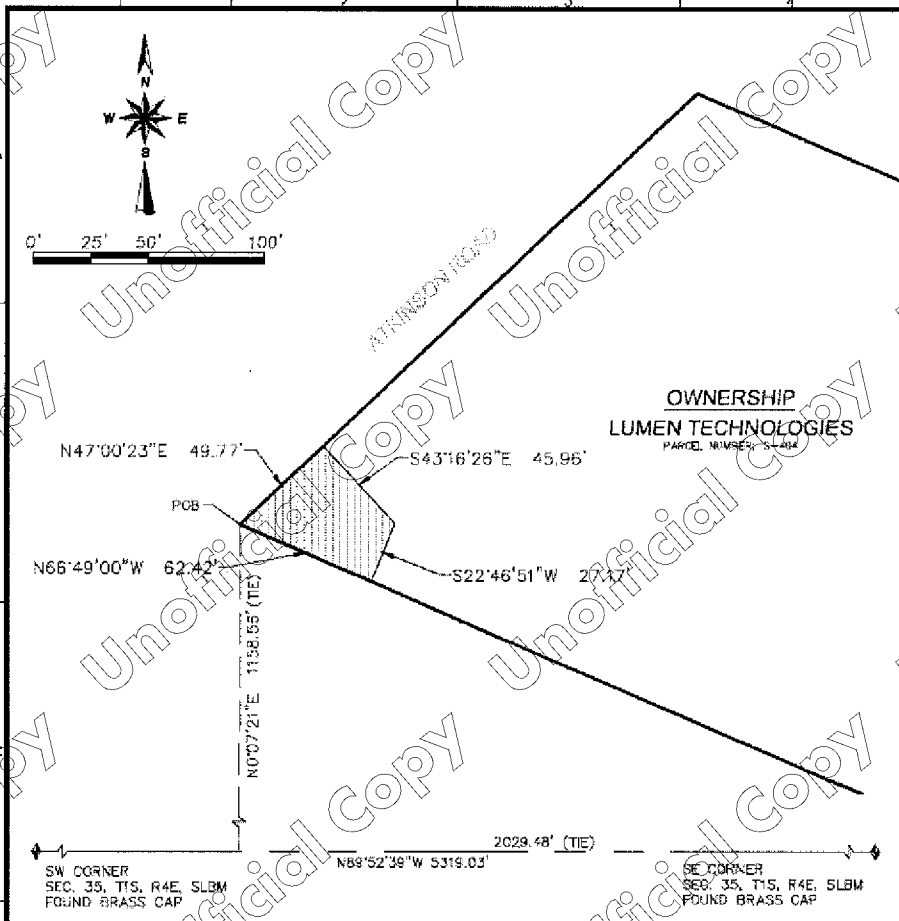


Exhibit A to Communication System Easement - 3



LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 4 EAST, SALT LAKE BASE MERIDIAN, SUMMIT COUNTY, UTAH; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 35, T 1 S, R 4 E, S 1/4, A FOUND BRASS CAP, RUNNING THENCE NORTH 89° 52' 38" WEST A DISTANCE OF 2029.48 FEET AND NORTH 00° 07' 23" EAST A DISTANCE OF 1158.56 FEET, MORE OR LESS, TO THE NORTHWESTERLY CORNER OF THE LUMEN TECHNOLOGIES PROPERTY AND THE TRUE POINT OF BEGINNING, THENCE ALONG THE SAID PARCEL THE FOLLOWING (4) FOUR COURSES:

1. NORTH 47° 00' 23" EAST A DISTANCE OF 49.77 FEET;
2. SOUTH 43° 48' 28" EAST A DISTANCE OF 45.96 FEET;
3. SOUTH 22° 46' 31" WEST A DISTANCE OF 27.17 FEET;
4. NORTH 86° 49' 00" WEST A DISTANCE OF 62.42 FEET, MORE OR LESS, TO A POINT ON THE POINT OF BEGINNING.

THE TOTAL AREA OF A UTILITIES EASEMENT ACROSS THE LUMEN TECHNOLOGIES PROPERTY, PARCEL NUMBER: S-404, AS DESCRIBED ABOVE IS 1,397.53 SQ FT OR 0.05 ACRES MORE OR LESS.

CERTIFICATE OF SURVEYOR

STATE OF UTAH)
 COUNTY OF SALT LAKE)

I, RYLE A. COOK, A REGISTERED LAND SURVEYOR IN THE STATE OF UTAH, HEREBY CERTIFIES THAT THIS EXHIBIT OF A UTILITY EASEMENT WAS MADE FROM NOTES TAKEN DURING A FIELD SURVEY MADE UNDER MY DIRECTION BY GOOD SURVEYING & ASSOCIATES AND IT CORRECTLY SHOWS TO THE BEST OF OUR ABILITIES, THE LOCATION OF THE UTILITY EASEMENT.

[Signature]
 RYLE A. COOK
 CIVIL SURVEYOR - LICENSE # 2000

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO PROVIDE A PERMANENT EASEMENT FOR THE EXISTING UTILITIES, LOCATED IN PARK CITY, SUMMIT COUNTY, UTAH, SECTION 35, T1S, R4E.

DATE: 03/17/23	FOR: LUMEN TECHNOLOGIES	TITLE: 4160 EAST ATKINSON ROAD, PARK CITY, UT UTILITY EASEMENT
DESIGNER: [] PRELIMINARY	DATE: 03/23	BY: []
DESIGNER: [] DESIGN DEVELOPMENT	DATE: 03/23	BY: []
DESIGNER: [] RECORDING	DATE: 03/23	BY: []
DESIGNER: [] CONSTRUCTION	DATE: 03/23	BY: []
DESIGNER: [] APPROVAL	DATE: 03/23	BY: []
DESIGNER: [] AS BUILT	DATE: 03/23	BY: []
DESIGNER: [] REVISION	DATE: 03/23	BY: []

Exhibit A to Communication System Easement - 4

Exhibit B to Communication System Easement

Legal Description of Property

Real property in the County of Summit, State of UT, described as follows:

BEGINNING AT A POINT WHICH IS DUE NORTH 566.5 FEET AND NORTH 66°49' WEST 1551.84 FEET FROM THE STONE MONUMENT AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 1 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING BEING ON THE SOUTHERLY LINE OF THE UTAH POWER AND LIGHT COMPANY PROPERTY DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED ON JANUARY 11, 1973 AS ENTRY NO. 118532 IN BOOK M44 ON PAGE 496 OF THE OFFICIAL RECORDS; THENCE ALONG SAID PROPERTY LINE NORTH 66°49' WEST 436.00 FEET TO THE EASTERLY LINE OF A SUMMIT COUNTY RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 47°00'23" WEST 273.00 FEET; THENCE SOUTH 66°49' EAST 436.00 FEET; THENCE NORTH 47°00'23" EAST 273.00 FEET TO THE POINT OF BEGINNING