

14040991 B: 11384 P: 9468 Total Pages: 5
11/10/2022 02:22 PM By: adavis Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: CENTURYLINK NETWORK INFRASTRUCTURE SVCS
1025 ELDORADO BLVD ATTN: DON TWIGGS BROOMFIELD, CO 80021



Prepared by and return to after recording:
Don Twiggs
CenturyLink Network Infrastructure Services
1025 Eldorado Blvd
Broomfield, CO. 80021

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

Parcel No. 15-01-132-133-0000

The undersigned (“Grantor”), the owner the premises and property located at approximately 340 W 200 S., Salt Lake City, Utah known as Parcel No: 15-01-132-133-0000 and recorded with the Salt Lake County Recorder (hereinafter, the “Grantor Property”), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to Qwest Corporation, a Corporation d/b/a CenturyLink QC, its successors, assigns, lessees, licensees, agents and affiliates (“Grantee”), having an address of 100 CenturyLink Drive, Monroe, Louisiana 71203, Attn: Construction Services, a perpetual, non-exclusive easement (“Easement”) to construct, operate, maintain, repair, expand, replace and remove Grantee’s communication facilities (including utility service if required to operate such facilities) and other appurtenant equipment and structures as Grantee may require from time to time (collectively, the “Facilities”) under and through the following property located in the County of Salt Lake, State of Utah, which Grantor owns (“Easement Tract”):

SEE THE DESCRIPTION SET FORTH ON **EXHIBIT A** ATTACHED TO, AND BY THIS REFERENCE MADE A PART OF, THIS AGREEMENT.

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

- (1) The right of reasonable ingress and egress over and across the Grantor Property to and from the Easement Tract for the purpose of exercising the rights granted herein, however, the access granted under this Section 1 shall not unreasonably impede access to and use of the parking structure and ramps located on Grantor’s property during periods of construction, reconstruction, operation, maintenance, repair, replacement or removal of Facilities;

R/W P834329
Exchange: Salt Lake City County: Salt Lake

(2) The right to pile dirt and materials and to operate equipment on the surface of the Grantor Parcel, both within the Easement Tract and immediately adjacent thereto;

(3) The right to clear all trees, roots, brush and other obstructions that interfere with Grantee's use and enjoyment of the Easement Tract, however, Grantee, by installing any portion of the Facilities within the Easement Tract, hereby agrees to pay all damages caused by its employees, agents, licensees and construction equipment to any portion of the Grantor Property and agrees to restore the surface of the land after the initial construction and any reconstruction, maintenance, repair, replacement or removal of Facilities to the condition found prior to each such operation; and,

(4) The right to use the land within said easement for any purpose consistent with the rights herein conveyed.

Grantee shall retain ownership of the Facilities unless otherwise stated in a separate agreement.

Grantor reserves the right to use and enjoy the Easement Tract so long as Grantor's use does not materially interfere with the rights granted in this Easement Agreement. Grantor will not erect any structure, tree, or deep-rooted plants within the Easement Tract and will not alter the surface or subsurface of the Easement Tract or the ground immediately adjacent to the Easement Tract by grading (except for the purposes of resurfacings), or otherwise excavating, without Grantee's consent, which will not be unreasonably withheld. Grantee has reviewed the existing construction plans for Grantor's use of the Easement Tract and, by installing any portion of the Facilities within the Easement Tract, hereby approves such use of the Easement Tract.

Grantor hereby agrees to pay all damages to the Facilities and expenses attributable to such damages caused by Grantor, its agents or contractors, beyond those caused in the normal course of construction and/or maintenance of driveways, sidewalks, parking areas, and utilities, other than those to be constructed by Grantee within the Easement Tract.

Grantor has full power to convey said easement and warrants and will defend the same against all claims of all persons.

Grantor warrants that Grantor is the owner of the Easement Tract and will defend title to the Easement Tract against all claims arising due to rights of ownership or use to the Easement Tract arising either prior to granting this Easement or as a result of Grantor's actions. Grantee will have no responsibility for environmental contamination unless caused by Grantee.

The rights, conditions and provisions of this Easement Agreement 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. In the event this Agreement or any provision hereof shall be enforced by an attorney, all costs incurred including court costs and reasonable attorney fees, and including all fees and costs incurred upon appeal or in bankruptcy court, shall be paid by the party who breaches or defaults hereunder.

[Signatures on Following Page]
Executed by Grantor this 11-1 day of 2022.

GRANTOR:

**Westgate Lofts Condominium Association,
A Utah Non-profit Corporation**

By: [Signature]
Printed Name: Steven Maxwell
Title: HOA President

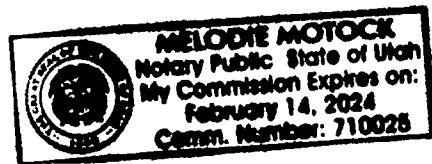
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 01 day of November, 2022, by Steven Maxwell, as HOA President, of Westgate Lofts Condominium Association, a Utah Non-profit Corporation.

My commission expires: 02/14/2024

WITNESS my hand and official seal.

[Signature]
Notary Public



(SEAL)

EXHIBIT A TO EASEMENT AGREEMENT

New CenturyLink Easement

**Westgate
15-01-132-133**

A part of Lot 2, Block 66, Plat A, Salt Lake City Survey:

Beginning at a point on the East Line of Grantor's Property located 5.06 feet South 0°14'26" West along said East Line from the Northwest Corner of Grantor's Property; said point of beginning is located 214.62 feet South 89°59'19" West along the North Line of 200 South Street; and 194.99 feet North 0°14'26" East along said East Line from the Southeast Corner of said Block 66; and running thence South 0°14'26" West 10.00 feet along said East Line; thence South 89°59'13" West 79.95 feet; thence North 10.00 feet; thence North 89°59'13" East 79.99 feet to the point of beginning.

Contains 800 sq ft

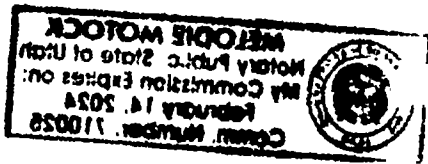
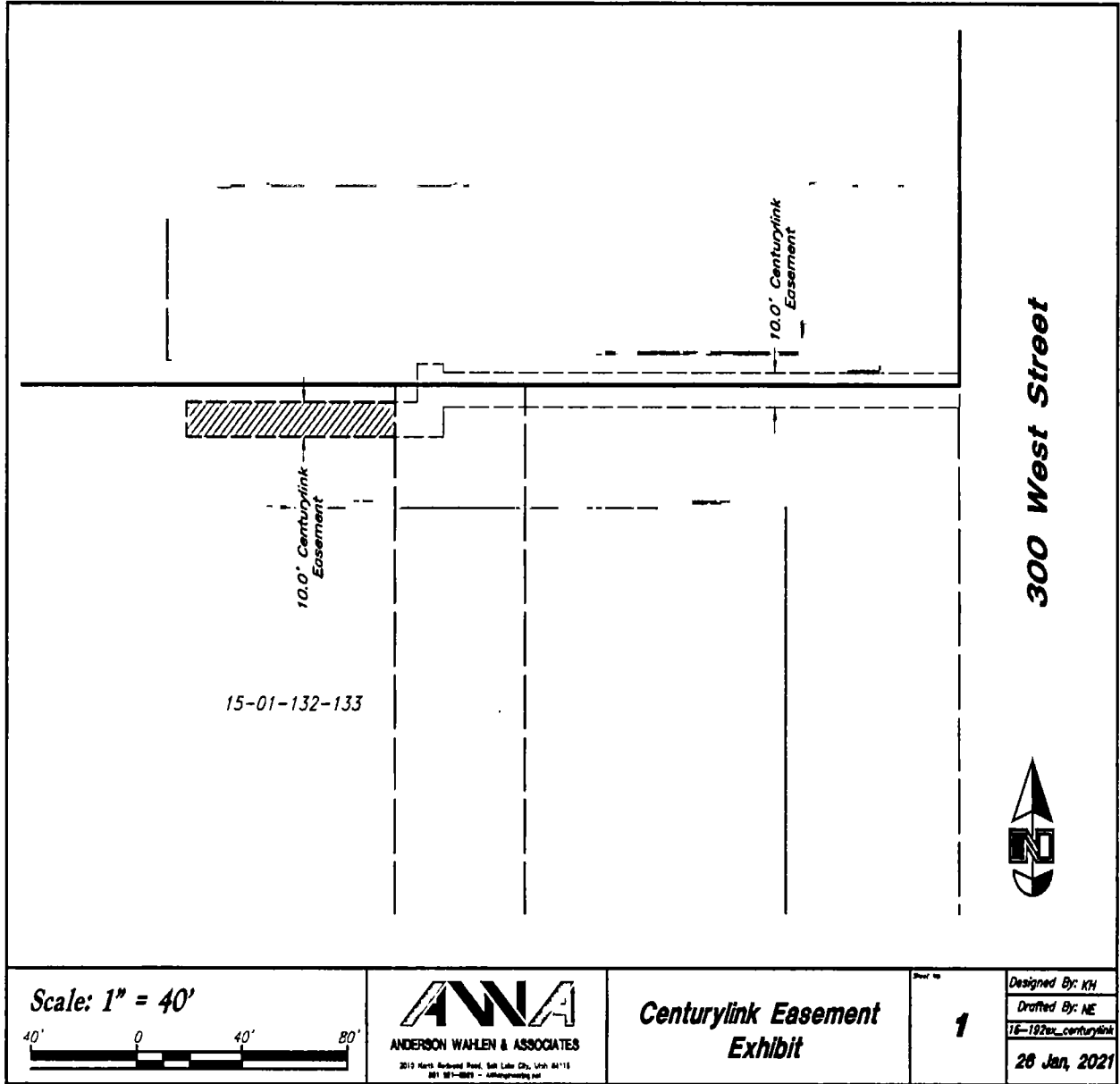


EXHIBIT A CONTINUED

Sketch or Drawing of Easement Tract



Scale: 1" = 40'



ANDERSON WAHLEN & ASSOCIATES
2013 North Redwood Road, Salt Lake City, Utah 84118
801-581-8222 - info@andersonwahlen.com

**Centurylink Easement
Exhibit**

Sheet No.

1

Designed By: KH

Drafted By: NE

15-192ex_centurylink

26 Jan, 2021