

14087634 B: 11409 P: 4024 Total Pages: 6
03/30/2023 10:22 AM By: csummers Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: T-MOBILE USA INC
129020 SE 38TH ST BELLEVUE, WA 98006



Easement Recording Document Cover Page

Document Title: ACCESS AND UTILITY EASEMENT

After recording please return to: Grantee

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance

Assessor's Parcel Number: *Parcel # 18-028-0-0001*

ACCESS AND UTILITY EASEMENT

FOR CONSIDERATION, the receipt of which is hereby acknowledged, Zion Summit Owners Association ("Grantor") of Salt Lake City, County of Salt Lake, State of Utah, grants, conveys and warrants to T-Mobile West LLC, a Delaware limited liability company, its successors and assigns ("Grantee"), for the purposes set forth herein, an Access and Utility Easement ("Easement") under, across and over real property titled in Grantor's name and situated at 241 North Vine Street, East Tower, in the City of Salt Lake, County of Salt Lake, State of Utah ("Property")¹. Except as may be otherwise set forth herein, Grantee's easement rights shall be exercised upon that portion of the Property shown and described on the Exhibit A ("Easement Area"), and incorporated by this reference.

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair and replace needed utilities for the operation of a telecommunications Antenna Facilities together with all necessary or convenient appurtenances as described in Exhibit A.
2. Access. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its right hereunder and shall have a 24-hours-a-day, 7-days-a-week access on or through the Property to the Antenna Facilities. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of the right of access.
3. Obstructions. Grantee may from time to time remove trees, bushes, or other obstructions within the Easement Area to the extent reasonably necessary to carry out the purposes set forth herein provided that the consent for any material landscaping changes or removal will be obtained from Grantor, which consent shall not be unreasonably withheld, delayed or conditioned.
4. Grantor's Use of Easement. Grantor reserves the right to use the Easement for any purpose not inconsistent with the rights herein granted to Grantee, provided that Grantor shall not construct or maintain any building or other structure on the Easement Area which would interfere with the exercise of the rights herein granted. Grantor, without Grantee's written consent, shall not dig, tunnel, or use any other form of construction activity on the Property which would disturb Grantee's rights.
5. Indemnity. By accepting and recording this Access and Utility Easement agreement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantee's exercise of the rights granted herein provided that Grantee shall not be responsible for any claims arising from the negligence or intentional conduct of Grantor, its employees, its agents or independent contractors.
6. Environmental Laws. Each party agrees to indemnify and hold the other harmless from and against any and all claims and liability that the indemnitee may suffer due to the existence of any Hazardous Substance as defined in any applicable federal, state, or local law or regulation, on the Property or released from the Property into the environment, that relate to or arise from the indemnitor during or prior to the commencement of this Easement.

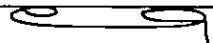
¹ The "Property" includes the Common Area within the condominium project located at 241 North Vine Street, East Tower, but excludes the privately owned condominium units.

7. Termination. The rights granted herein shall continue until such time as Grantee's separate Site Lease Agreement for the location of Grantee's antenna facilities on the Property, between Grantee and Grantor, expires or is terminated, in which event this Easement shall terminate thirty (30) days after the expiration or termination of such Site Lease Agreement and all rights hereunder shall revert to Grantor. Grantee shall also have the right to terminate this Easement at any time, upon thirty (30) day's prior written notice to Grantor.

8. Title, Successors and Assigns, Grantor covenants and warrants to Grantee that Grantor has full right, power and authority to execute this agreement. This agreement shall run with the Property and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Access and Utility Easement as of the following day and year.

Dated this _____ day of _____, 2022

Grantor: Zion Summit Homeowners Association	Grantee: T-Mobile West LLC
By: <i>Paula Stetter</i>	By: 
Name: <i>Paula Stetter</i>	Name: Eamon O'Leary
Title: President, Zion Summit Homeowners Association	Title: Sr Area Director
Date: <i>12/19/22</i>	Date: <i>1.3.23</i>

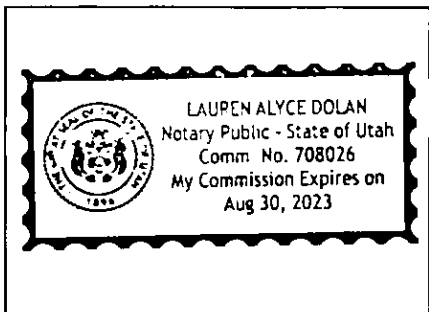


TMO Signatory Level : L06

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

I certify that I know or have satisfactory evidence that Paula Stetter is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 12/19/2022

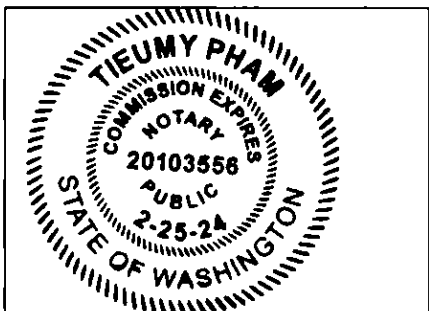


Lauren A. Dolan JAD
Notary Public
Print Name LAUREN A. DOLAN
My commission expires 08/30/2023

STATE OF Washington)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Eamon O'Leary is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Sr. Director to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 01.03.2023



Tieumy Pham
Notary Public
Print Name TIEUMY PHAM
My commission expires 02.25.2024

Exhibit A

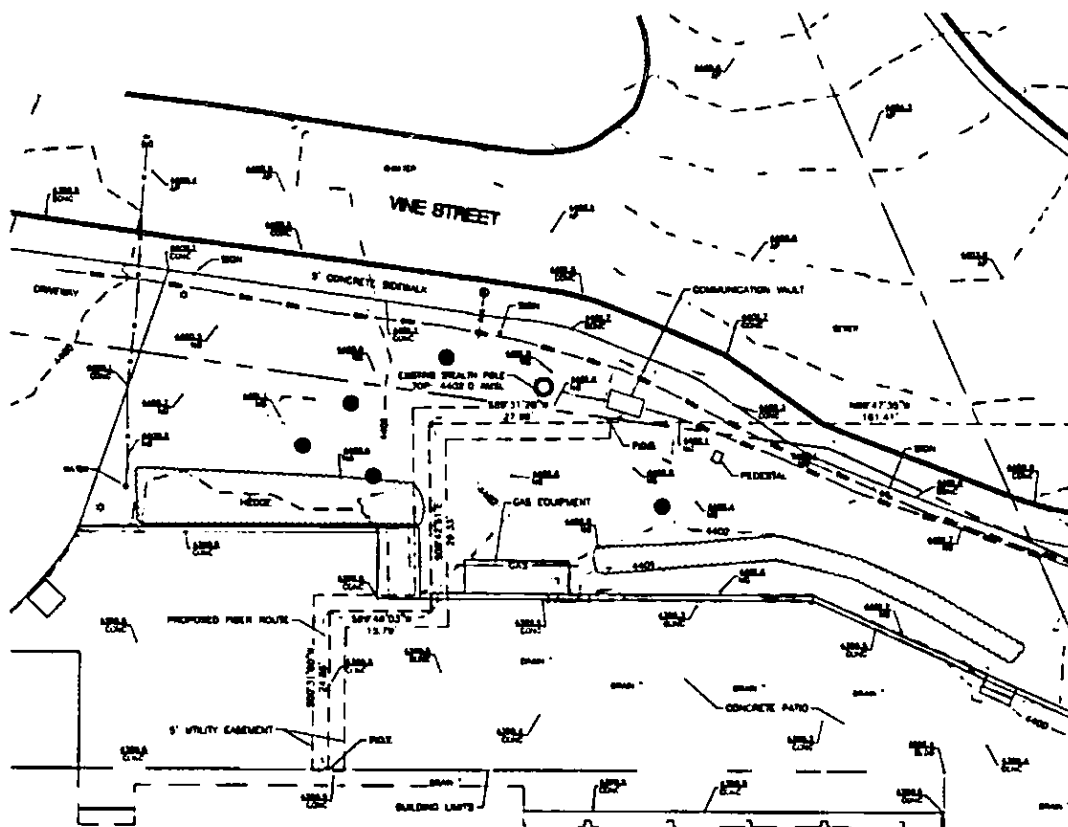
UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF THE COMMON AREAS OF THE ZION SUMMIT CONDOMINIUM, A UTAH CONDOMINIUM PROJECT, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED IN SALT LAKE COUNTY, UTAH, AS ENTRY NO. 2897847, IN BOOK 77-1, AT PAGE 9, BEING A STRIP OF LAND 5.00 FEET WIDE, 2.50 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A 2" BRASS CAP IN MONUMENT BOX AT THE CENTERLINE OF MAIN STREET AND THE SOUTHEASTERLY EXTENSION OF THE CENTERLINE OF CENTER STREET; FROM WHICH A 2" BRASS CAP IN MONUMENT BOX AT THE CENTERLINE INTERSECTION OF MAIN STREET AND WEST 300 NORTH BEARS NORTH 00°12'25" EAST, 877.35 FEET; THENCE FROM SAID POINT OF COMMENCEMENT NORTH 00°12'25" EAST ALONG THE CENTERLINE OF MAIN STREET, 236.33 FEET; THENCE DEPARTING SAID CENTERLINE NORTH 89°47'35" WEST, 161.41 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°31'20" WEST, 27.99 FEET; THENCE SOUTH 00°42'51" EAST, 29.33 FEET; THENCE SOUTH 89°48'03" WEST, 15.79 FEET; THENCE SOUTH 00°31'00" WEST, 24.85 FEET TO THE POINT OF TERMINUS.

EXCEPTING THEREFROM ANY PORTION WITHIN THE VINE STREET RIGHT OF WAY.



The Property is legally described as follows:

Beginning North 82°11'33" West 91.66 feet from the Southern most corner of Block 4, Plat E, Salt Lake City Survey; thence North 82°11'33" West 2.57 feet; the Northwesterly along a curve to the right 116.94 feet; thence North 47°48'20" West 3.99 feet; thence North 23°51'41" West 41.89 feet; thence North 60°03'21" West 55.4 feet; thence North 66°07'49" East 102.17 feet; thence South 23°52'11" East 66 feet; thence North 66°07'49" East 10.1 feet; thence South 23°52'11" East 112.36 feet to the point of beginning.

Also, beginning at the Northeast corner of Lot 1, Block 5, Plat E, Salt Lake City Survey; thence South 82°11'33" East 11.5 feet; thence South 65°15'06" East 69.08 feet; thence South 0°02'13" East 144.51 feet; thence South 89°59'06" West 245.18 feet; thence Northwesterly along a curve to the right 25.07 feet; thence North 71°13' West 136.34 feet; thence South 89°59'06" West 11.81 feet; thence North 25°19'54" West 197.01 feet; thence North 59°40'34" East 143.35 feet; thence South 41°33'51" East 59.42 feet; thence Southeasterly along a curve to the left 148.6 feet; thence South 82°11'33" East 126.16 feet to the point of beginning.

LESS AND EXCEPTING: All Units within the Zion Summit, a Utah Condominium Project, according to the plat thereof as recorded in the office of the Salt Lake County Recorder. PROPERTY ALSO DESCRIBED AS:

Common Area, Zion Summit, a Utah Condominium Project, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.