

14277220 B: 11512 P: 310 Total Pages: 5
08/16/2024 01:16 PM By: BGORDON Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

After recording, please return to:

Lumen Technologies
c/o ROW/Dark Fiber
931 14th Street
Denver, CO 80202

Prepared by: Lori Round
NRE ROW – SelectROW

File # 173434-DWP

RECORDING INFORMATION ABOVE

Grantor: Jonco
Grantee: Qwest Corporation, d/b/a CenturyLink QC
Parcel: 15-15-152-021-0000

EASEMENT AGREEMENT

The undersigned (“Grantor”), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to **Qwest Corporation, d/b/a CenturyLink QC**, its successors, assigns, lessees, licensees, agents and affiliates (“Grantee”), having an address of **Attn.: ROW/Dark Fiber, 931 14 St., Denver, CO 80202**, a perpetual, exclusive easement (“Easement”) to construct, operate, maintain, repair, expand, replace and remove a communication system that Grantee from time to time may require, consisting of but not limited to, cables, wires, conduits, manholes, drains, splicing boxes, vaults, surface location markers, equipment cabinets and associated wooden or concrete pads, aerial lines, poles and cables, and other facilities and structures, including utility service if required to operate such system, facilities and structures (collectively, the “Facilities”) over, under and across 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 ingress and egress over and across Grantor’s lands to and from the Easement Tract; and

(2) The right to clear all trees, roots, brush and other obstructions that interfere with Grantee's use and enjoyment of the Easement Tract.

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 or plant trees or other vegetation 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 or otherwise excavating, without Grantee's written consent.

Grantor warrants that Grantor is the owner of the Easement Tract and will defend title to the Easement Tract against all claims. 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.

Executed by Grantor this 25 day of JULY, 2024.

GRANTOR:

Jonco

By: Christine Aston

Printed Name: Christine Aston

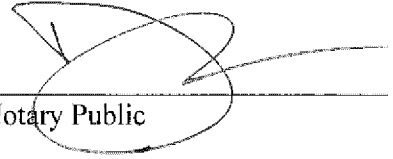
Title: Manager

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

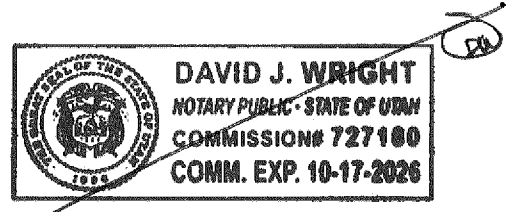
The foregoing instrument was acknowledged before me this 25 day of JULY, 2024,
by Christine Aston, as Manager, of _____
Jonco, an Utah limited liability company _____.

My commission expires: 10/17/26

WITNESS my hand and official seal.



Notary Public



(SEAL)

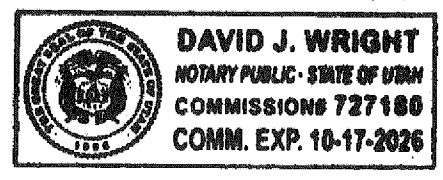


EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Easement Tract

**Lumen #P862562
10.0' wide Lumen Easement**

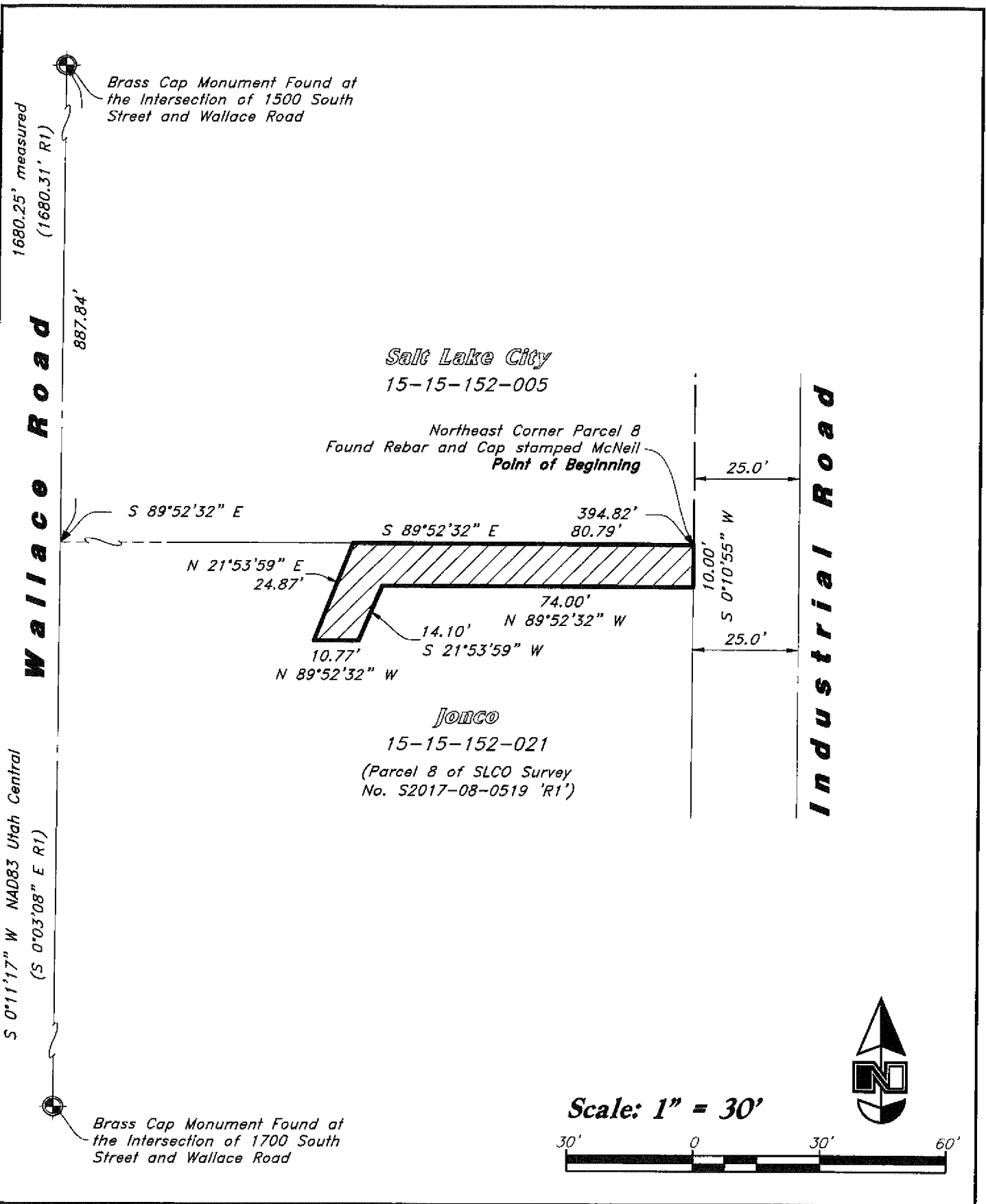
August 6, 2024

A 10.0 foot wide communication easement located within the bounds of Parcel 8 of that certain Record of Survey filed as File No. S2017-08-0519 in the Official Records of Salt Lake County, located in the Northwest Quarter of Section 15, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, located in Salt Lake City, Salt Lake County, Utah:

Beginning at a Rebar and Cap stamped McNeil found marking the Northeast corner of said Parcel 8, located 887.84 feet South $0^{\circ}11'17''$ West (NAD83 Utah Central, South $0^{\circ}03'08''$ East per Survey) along the Centerline of Wallace Road; and 394.82 feet South $89^{\circ}52'32''$ East to and along the Northerly line of said Parcel 8 to the Northeast Corner thereof from a Brass Cap monument found marking the Intersection of 1500 South Street and Wallace Road; said Brass Cap monument is located 1680.25 feet North $0^{\circ}11'17''$ West from a Brass Cap monument marking the Intersection of 1700 South and Wallace Road; and running thence South $0^{\circ}10'54''$ West 10.00 feet along the Easterly line of said Parcel 8 also being the Westerly line of Industrial Road as it exists at 25.00 foot half width; thence North $89^{\circ}52'32''$ West 74.00 feet; thence South $21^{\circ}53'59''$ West 14.10 feet; thence North $89^{\circ}52'32''$ West 10.77 feet; thence North $21^{\circ}53'59''$ East 24.87 feet to said Northerly line of Parcel 8; thence South $89^{\circ}52'32''$ East 80.79 feet along said Northerly line to said Northeast Corner of Parcel 8 and the point of beginning.

Contains: 969 sq. ft.

EXHIBIT A CONTINUED ON THE NEXT PAGE



AWA
 2010 North Redwood Road, Salt Lake City, Utah 84116
 (801) 521-8529 - AWAengineering.net

10.0' wide Lumen Easement
Lumen #P862562
 1630 South Industrial Road
 Salt Lake City, Utah

Sheet No.	Designed By: DH
1	Drafted By: TC
	Client Name: Lumen
	24-153 Lumen EX
	6 Aug, 2024