

Return to CenturyLink
Attn: Angela Barber
2418 Eastwood Blvd.
Uintah, UT 84403

ENT45913:2018 PG 1 of 6
Jeffery Smith
Utah County Recorder
2018 May 16 01:41 PM FEE 20.00 BY BA
RECORDED FOR CenturyTel Service Group LLC
ELECTRONICALLY RECORDED

With a copy to:

IHC Health Services, Inc.
Attn: Corporate Real Estate Department
36 S. State St., 23rd Floor
Salt Lake City, UT 84111

RECORDING INFORMATION ABOVE
EASEMENT AGREEMENT

N.305447

The undersigned **IHC HEALTH SERVICES, INC.**, a Utah nonprofit corporation (“Grantor”), for and in consideration of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto **QWEST CORPORATION D/B/A CENTURY LINK QC**, a Colorado corporation (“Grantee”), whose address is 100 CenturyLink Drive, Monroe, Louisiana 71203, Attn: Network Vice President, and its successors, assigns, affiliates, lessees, licensees, and agents, a nonexclusive, perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain, and remove such telecommunications facilities, electrical and gas facilities, and other appurtenances (collectively, the “Improvements”), from time to time, as Grantee may require upon, over, under and across the following described property (the “Easement Area”) owned by Grantor and situated in the County of Utah, State of Utah as described in that certain Warranty Deed recorded December 27, 2002 as Entry No. 156615:2002, Utah County Parcel No. 58:032:0177.


An easement which is described in its entirety on EXHIBIT “A” which is attached hereto and by this reference made a part hereof.

Grantor further conveys to Grantee the right of ingress and egress over and across Grantor’s lands to and from the Easement Area and the right to clear and keep cleared all trees and other obstructions as may reasonably be necessary for Grantee’s use and enjoyment of the Easement Area. Grantee will only enter the Easement Area at commercially reasonable times, using existing roads and access ways, and using good faith, commercially reasonable efforts to minimize interference with Grantor’s use of the Property. Grantee will notify Grantor or local onsite representative of any planned work or activity within the easement area before undertaking any construction, maintenance, or repair work within the Easement Area (except in the case of an emergency, for which no advance notice is required and entry may occur outside normal business hours).

Grantee shall indemnify Grantor for all damages caused to Grantor as a result of Grantee’s exercise of the rights and privileges herein granted, except to the extent caused by Grantor’s negligence or the negligence of any third party to which Grantor has granted rights to use all or a portion of the Easement Area. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities or those not caused by Grantee.

Grantor reserves the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted. Grantor may install and maintain landscaping (excluding

R/W# P793686

Page 1 of 5
Initials 

trees), hardscaping, sidewalks, driveways, drainage, and other improvements on the Easement Area (collectively, the "Permitted Improvements"). Except for the Permitted Improvements, Grantor will not construct or erect any other improvements, and will not construct any buildings or structures on the Easement Area or change the contour of the Easement Area without obtaining Grantee's written consent, which Grantee will not unreasonably withhold, condition or delay. Grantor also reserves the right to grant permits, licenses and easements over, across, through and under the Easement Area for any other lawful purpose, subject to this Agreement.

Grantor warrants that it has the right, power, and authority to enter into this Agreement.

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.

The Improvements will be located underground within the Easement Area at a depth consistent with applicable laws, ordinances, codes, and regulations. Grantor may, at Grantor's sole cost and expense, cause Grantee to relocate the Improvements and the Easement Area to a mutually agreed upon comparable location on the Property after providing Grantee with at least 90 days' advance written notice describing the proposed location. Any such relocation shall not unreasonably interfere with Grantee's provision of services to customers served by the Improvements. Grantor shall allow Grantee to perform a standard cutover procedure to ensure that the relocated Improvements are operational prior to discontinuing service from the original service location. Grantor will comply with all applicable laws and regulations when performing the relocation. Following the relocation, the parties agree to execute and record an amendment to this Agreement identifying the new Easement Area and releasing those portions of the Property no longer required for the easement.

If Grantee damages or destroys any Permitted Improvements or Grantor's other improvements or property in connection with Grantee's exercise of its rights under this Agreement, Grantee will repair or replace the damaged improvements and restore the damaged property as near to the original condition as is reasonably possible. Grantee will complete all repair work within 30 days of receiving written notice from Grantor describing the damage. If Grantee cannot complete the repair work within 30 days due to circumstances outside of Grantee's control, Grantee may take additional time as may be necessary under the circumstances to complete the work so long as Grantee begins the work within the 30-day period (or, in the case of a weather-related force majeure event, within 30 days of the date when Grantee can begin such work under such circumstances) and diligently pursues it to completion.

Grantee will comply with all applicable federal, state and local laws, rules and regulations when entering upon the Easement Area and exercising its rights under this Agreement. Grantee will diligently complete all construction, maintenance and repair activities permitted under this Agreement within a commercially reasonable time frame under the circumstances.

Grantee will not permit any lien or claim of mechanics, laborers or materialmen to be filed against the Easement Area or other property owned by Grantor (the "Property") for any work, labor or materials furnished, pursuant to any agreement by Grantee. In the event that such lien or claim is filed, Grantee will cause the lien or claim to be paid and discharged from the Easement Area and the Property within 30 days after the date Grantee receives written notice of the filing or recording of the lien or claim, by obtaining its release of record or posting a bond or other security therefore in accordance with state law. Provided that such release occurs or such bond or other adequate security reasonably satisfactory to Grantor has been furnished to Grantor, Grantee after written notice to Grantor, may contest, by

R/W# P793686 Job # N.305447

Exchange:

LEHIUTMA Utah County: Utah

NW ¼ of Section: 14 Township: 5S Range: 1W

appropriate proceedings conducted in good faith and with due diligence, any lien or claim against the Easement Area or the Property arising from work done or materials provided to or for Grantee.

Notwithstanding anything to the contrary in this Agreement, either party may terminate this Agreement and the easement granted hereunder if mutually agreed upon by the parties, and mutual agreement to terminate must be in writing and signed by both parties. Consent may not be unreasonably withheld, conditioned, or delayed by either party.

This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed, in writing, by the party making the waiver, except as otherwise provided herein.

This Agreement may be signed in one or more counterparts with the same effect as if the parties executing the counterparts had all executed one document. The exhibits attached to this Agreement are incorporated by this reference.

If any provision is held to be invalid and unenforceable, the provision will be severable from, and the invalidity and unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement.

This Agreement is to be governed by and construed in accordance with Utah law. Time is of the essence. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein will not be deemed a waiver of any rights or remedies, and will not be deemed a waiver of any subsequent breach or default.

The provisions of this Agreement are not intended to create, nor will they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. The provisions of this Agreement will be construed as a whole and not strictly for or against any party. Nothing in this Agreement is intended to create an enforceable right, claim, or cause of action by any third-party against any party to this Agreement.

[signatures and acknowledgments on following pages]

GRANTOR:

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

By: *Clay L.*
Name: *Clay L. Ashdown*
Title: *VP*

STATE OF Utah)
) ss:
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 14 day of May, 2018, by Clay L. Ashdown as Vice President of IHC Health Services, Inc.



Witness my hand and official seal:

Diane Mc

Notary Public

My commission expires: 8-14-21

GRANTEE:

QWEST CORPORATION D/B/A CENTURY LINK QC, a Colorado corporation

By: 

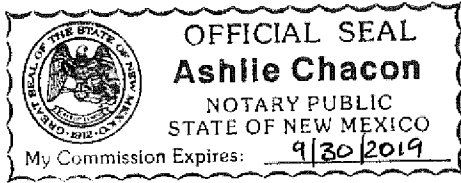
Name: GREG HUNT

Title: ROW AGENT

STATE OF NEW MEXICO)
) ss:
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me this 8th day of MAY, 2018, by GREG HUNT as ROW AGENT of QWEST CORPORATION D/B/A CENTURYLINK QC.

Witness my hand and official seal:





Notary Public

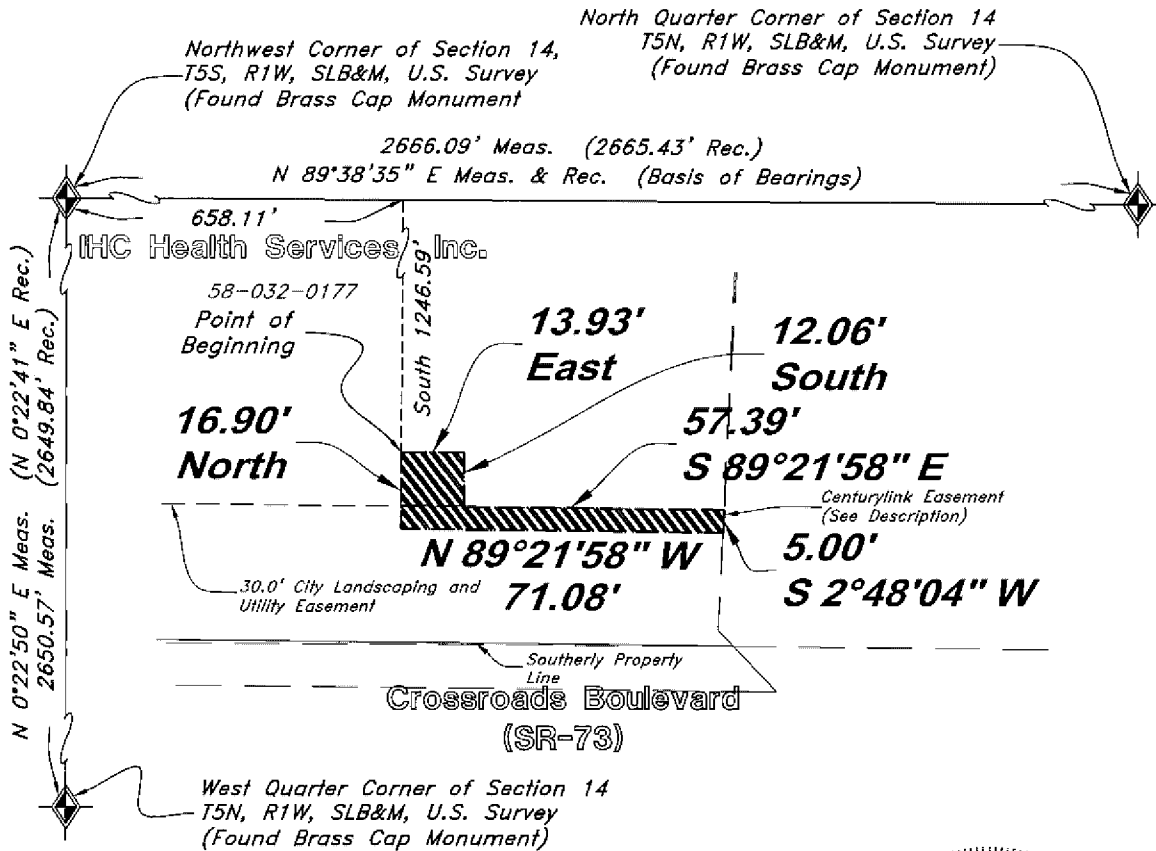
My commission expires: SEPT. 30, 2019

CENTURYLINK EASEMENT DESCRIPTION

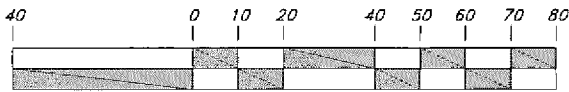
A 5.0 Wide Centurylink Utility Easement, being a part of the Northwest Quarter of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Saratoga Springs City, Utah County, Utah:

Beginning at a point 658.11 feet North 89°38'35" East along the Section Line and 1246.59 feet due South from the Northwest Corner of said Section 14; and running thence due East 13.93 feet; thence due South 12.06 feet to the Northerly Line of a 30.00 foot wide Landscaping, Access and Utility Easement (Entry No. 14831:2009); thence South 89°21'58" East 57.39 feet along said Northerly Line to the Westerly Line of Lot 3A, Saratoga Walmart Subdivision – Second Amended (Entry No. 60281:2016), Saratoga Springs City, Utah County, Utah; thence South 2°48'04" West 5.00 feet along said Westerly Line; thence North 89°21'58" West 71.08 feet; thence due North 16.90 feet to the Point of Beginning.

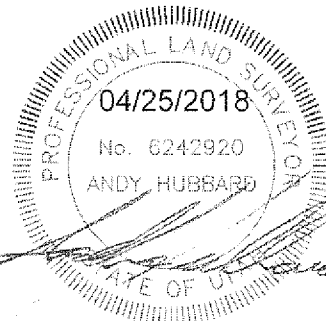
Contains 523 Sq. Ft.



Scale: 1" = 40'



Graphic Scale



**Centurylink Saratoga Springs
Utility Easement**

354 West Crossroads Boulevard
Saratoga Springs, Utah County, Utah

24 April, 2018

Exhibit A

18N717 - ROS