

## AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of the Effective Date (as defined below) between Qwest Corporation d/b/a CenturyLink QC, a Colorado corporation ("CenturyLink"), and Ayaz Khan ("Khan") (individually a "Party" and collectively the "Parties").

WHEREAS Khan has approached the City of Scottsdale, Arizona (the "City") to purchase certain real property adjacent to 10634 E. Cholla Lane, Scottsdale, Arizona 85259, as depicted as Parcel 3 on Exhibit A attached hereto (the "Abandonment Parcel"). The City has agreed to sell the property to Khan.

WHEREAS There is a public utility easement ("PUE") located within the Abandonment Parcel. CenturyLink has cable and telecommunication facilities located within the Abandonment Parcel.

WHEREAS Khan and CenturyLink are entering into this Agreement, to memorialize the agreement of the Parties with respect to Abandonment Parcel.

NOW, THEREFORE, For good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree that if and when Kahn acquires fee simple title to the Abandonment Parcel, then subject to the terms of this Agreement:

1. CenturyLink shall provide a letter of confirmation, a quit claim deed or such other reasonable documentation as may be requested by City or Khan to confirm that CenturyLink does not retain any reversionary right or interest in the Abandonment Parcel.
2. In exchange for the foregoing, Khan agrees to grant to CenturyLink a perpetual exclusive underground utility easement within the Abandonment Parcel for the purposes of installing, maintaining, and repairing cable and telecommunications facilities ("CenturyLink Easement"). The CenturyLink Easement shall be in the form attached hereto as Exhibit B (the "Easement Agreement").
3. Khan (at Khan's cost and expense) shall conduct blue-staking or other examinations to locate any existing CenturyLink underground utility lines within the Abandonment Parcel. Once the CenturyLink utility lines are located, Khan will provide CenturyLink with a survey and legal description of the CenturyLink Easement.
4. Upon the determination of the legal description for the CenturyLink Easement, Khan agrees to execute the Easement Agreement and have it recorded in the real property records of Maricopa, County, Arizona at Khan's cost and expense.
5. The Parties shall execute, deliver, file, and record or cause to be executed, delivered, filed, or recorded all documents, instruments and certificates contemplated by

this Agreement to be delivered or are otherwise necessary and appropriate in order to consummate the Parties' obligations under this Agreement.

6. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties with respect to the subject matter hereof and thereof.

7. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed (in the case of an amendment) by CenturyLink and Khan or (in the case of a waiver) by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

8. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement may not be assigned by any Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed.

9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona, without reference to the choice of law principles thereof.

10. Except as otherwise expressly provided in this Agreement, each Party shall separately bear its respective expenses (including, but not limited to, all compensation and expenses of counsel, financial advisors, consultants, actuaries, and independent accountants) incurred in connection with this Agreement.

11. In the event that any of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or such other instrument and such provision will be ineffective only to the extent of such invalidity, illegality or unenforceability.

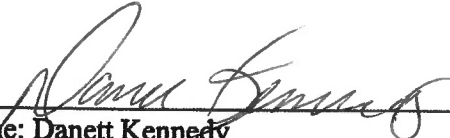
12. This Agreement may be executed and delivered (including by electronic mail or facsimile transmission) in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Each Party represents to the other that the person(s) signing on its/their behalf has the legal right and authority to execute, enter into and bind such part to the commitments and obligations set forth herein.

14. This Agreement is effective on the date it is last signed by all Parties ("Effective Date").

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

**QWEST CORPORATION D/B/A CENTURYLINK QC**

By   
Name: Danett Kennedy  
Title: Senior Manager DF/ROW  
Date: 02/14/2022

**AYAZ KHAN**


  
Ayaz Khan  
Date: 2/2/2022



EXHIBIT B

**After recording please return to:**  
CenturyLink Network Real Estate  
c/o ROW  
1025 Eldorado Blvd.  
Broomfield, CO 80021

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**Document Title: Easement Agreement**  
**Grantor: Ayaz Khan**  
**Grantee: Qwest Corporation d/b/a CenturyLink QC**  
**Legal Description: TBD**

EASEMENT AGREEMENT

The undersigned, Ayaz Khan (“Grantor”), with an address of 10634 E. Cholla Ln., Scottsdale, AZ 85259, 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 100 CenturyLink Drive, Monroe, Louisiana 71203, Attn: Construction Services, a perpetual, exclusive easement (“Easement”) to construct, operate, maintain, repair, expand, and replace 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 Maricopa, State of Arizona, 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 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 can farm over the Easement Tract.

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.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR:**

\_\_\_\_\_  
Ayaz Khan

State of Arizona            )

County of Maricopa        )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared Ayaz Khan, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above/attached document.

(Seal)

\_\_\_\_\_  
Notary for the State of Arizona

\_\_\_\_\_  
Title

CenturyLink File No. P838230

**LEGAL DESCRIPTION**  
**CENTURYLINK EASEMENT**

A PORTION OF CHOLLA LANE ADJACENT TO THE EAST HALF OF LOT 15, MARY KATHERINE ESTATES RECORDED IN BOOK 68 OF MAPS, PAGE 15, MARICOPA COUNTY RECORDS.

BEING A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA.

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 5 EAST, SAID POINT BEING A BRASS CAP IN A HANDHOLE AT THE INTERSECTION OF 108TH STREET AND CHOLLA LANE;

THENCE N89°52'33"W, ALONG THE CENTERLINE OF SAID CHOLLA LANE, 694.55 FEET FROM WHENCE THE CENTER RADIUS OF 45-FOOT CUL-DE-SAC BEARS S0°11'14"W, 5.00 FEET;

THENCE DEPARTING FROM SAID CUL-DE-SAC RADIUS ALONG A BEARING OF N36°41'48"W, 45.00 FEET TO THE POINT OF BEGINNING OF THE CENTURYLINK EASEMENT DESCRIBED HEREIN;

THENCE N88°25'39"W, 47.91 FEET;  
THENCE N89°46'53"W, 49.09 FEET;  
THENCE N00°02'02"E, 6.00 FEET;  
THENCE S89°46'53"E, 49.11 FEET;  
THENCE S88°25'39"E, 57.98 FEET TO A POINT ON A CURVE OF THE AFOREMENTIONED 45-FOOT CUL-DE-SAC FROM WHENCE THE RADIUS BEARS S21°43'41"E, A RADIUS DISTANCE OF 45.00 FEET;

THENCE ALONG SAID CURVE CONCAVE TO THE SOUTHEAST THROUGH A CENTRAL ANGLE OF 14°58'07", AN ARC LENGTH OF 11.76 FEET TO THE POINT OF BEGINNING OF CENTURYLINK EASEMENT.



**EXHIBIT "B"**  
**CENTURYLINK EASEMENT**

