

13920678 B: 11322 P: 1419 Total Pages: 4  
03/28/2022 04:10 PM By: asteffensen Fees: \$40.00  
EASEMENT- EASEMENT OR GRANT OF EASEMENT  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: FABIAN VANCOTT  
215 SOUTH STATE #1200SALT LAKE CITY, UT 84111

After recording, please return to:  
CenturyLink  
Attn: ROW  
1025 Eldorado Blvd.  
Broomfield, CO 80021  
RE: P837364

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Prepared by:  
Angela Barber  
431 26<sup>th</sup> St., 2<sup>nd</sup> Floor  
Ogden, UT 84401

Parcel: 22-15-128-028

**RECORDING INFORMATION ABOVE**

**UNDERGROUND EASEMENT AGREEMENT**

The undersigned **CWL Holdings, LLC, a Utah limited liability company** (“Grantor”), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to **Qwest Corporation, a Colorado 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 Service, a perpetual, non-exclusive easement (“Easement”) to construct, operate, maintain, repair, expand, replace and remove an underground communication system that Grantee from time to time may require, consisting of but not limited to, cables, wires, conduits, and other underground facilities including utility service if required to operate such system and facilities (collectively, the “Facilities”) under and across the following property located in the County of Salt Lake, State of Utah, which Grantor owns (“Easement Tract”):

**An as-placed easement located within the 10’ Public Utility Easements (PUE) running North and South along the entirety of the West and East sides of Lot 3, Hope’s Creekside Court Subdivision, all of which is shown in its entirety on EXHIBIT “A”. SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.**

**Located in a part of the NW1/4 of SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1EAST.**  
**S.L.B.&M, HOLLADAY, SALT LAKE COUNTY, UT.**  
**Parcel # 22-15-128-028-0000**

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.

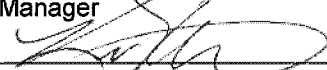
Executed by Grantor this 3<sup>rd</sup> day of November 2021.

**GRANTOR:**

**CWL Holdings, LLC, a Utah limited liability company**

BY: CWL Management Trust

ITS: Manager

By: 

Printed Name: Kevin Mitchell

Title: Trustee

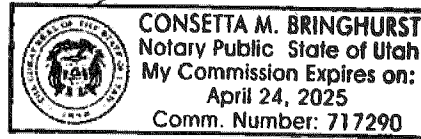
STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2021, by Kevin Mitchell, as Trustee, of CWL Management Trust, a Manager of CWL Holdings, LLC, a Utah Limited Liability Company.

My commission expires: 4/24/2025

WITNESS my hand and official seal.

Consetta M. Bringham  
Notary Public



(SEAL)

**EXHIBIT A CONTINUED**

**Sketch or Drawing of Easement Tract**

