

13970910 B: 11348 P: 8687 Total Pages: 6  
06/16/2022 09:18 AM By: bmeans Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

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**Prepared by and return to after recording:**

**Don Twigg**

**CenturyLink Network Infrastructure Services**

**1025 Eldorado Blvd**

**Broomfield, CO. 80021**

**RECORDING INFORMATION ABOVE**

**EASEMENT AGREEMENT**

**Parcel No. 15-01-129-035-0000**

The undersigned ("Grantor"), the owner the premises and property located at approximately 340 W 200 S., Salt Lake City, Utah known as Parcel No: 15-01-129-035-000 and recorded with the Salt Lake County Recorder (hereinafter, the "Grantor Property"), for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to Qwest Corporation, a 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, non-exclusive easement ("Easement") to construct, operate, maintain, repair, expand, replace and remove Grantee's communication facilities (including utility service if required to operate such facilities) and other appurtenant equipment and structures as Grantee may require from time to time (collectively, the "Facilities") under and through 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:

R/W P834334

Exchange: Salt Lake City County: Salt Lake

(1) The right of reasonable ingress and egress over and across the Grantor Property to and from the Easement Tract for the purpose of exercising the rights granted herein, however, the access granted under this Section 1 shall not unreasonably impede access to and use of the parking structure and ramps located on Grantor's property during periods of construction, reconstruction, operation, maintenance, repair, replacement or removal of Facilities;

(2) The right to pile dirt and materials and to operate equipment on the surface of the Grantor Parcel, both within the Easement Tract and immediately adjacent thereto, which shall not exceed 30 consecutive days without prior written permission of Grantor;

(3) The right to clear all trees, roots, brush and other obstructions that interfere with Grantee's use and enjoyment of the Easement Tract, however, Grantee, by installing any portion of the Facilities within the Easement Tract, hereby agrees to pay all damages caused by its employees, agents, licensees and construction equipment to any portion of the Grantor Property and agrees to restore the surface of the land after the initial construction and any reconstruction, maintenance, repair, replacement or removal of Facilities to the condition found prior to each such operation; and,

(4) The right to use the land within said easement for any purpose consistent with the rights herein conveyed.

Grantee shall retain ownership of the Facilities unless otherwise stated in a separate agreement.

Grantee shall install Facilities not less than two (2) feet below the ground surface.

Grantee acknowledges that other surface or underground easements may be granted within the Easement Tract; any pre-existing facilities shall have preference and liabilities for any damages caused by Grantee to any other easement holder's facilities shall be the responsibility of Grantee.

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, tree, or deep-rooted plants 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 consent. Grantee has reviewed the existing construction plans for Grantor's use of the Easement Tract and, by installing any portion of the Facilities within the Easement Tract, hereby approves such use of the Easement Tract.

Grantor hereby agrees to pay all damages to the Facilities and expenses attributable to such damages caused by Grantor, its agents or contractors, including, but not by way of limitation, any damages caused by the construction and/or maintenance of driveways, sidewalks, parking areas, and utilities, other than those to be constructed by Grantee within the Easement Tract.

Grantor has full power to convey said easement.

Grantor is the owner of the Easement Tract. Grantee will have no responsibility for environmental contamination unless caused by Grantee.

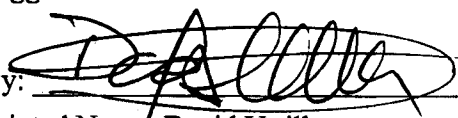
The rights, conditions and provisions of this Easement Agreement will run with the land and will inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns. In the event this Agreement or any provision hereof shall be enforced by an attorney, all costs incurred including court costs and reasonable attorney fees, and including all fees and costs incurred upon appeal or in bankruptcy court, shall be paid by the party who breaches or defaults hereunder.

[Signatures on Following Page]

Executed by Grantor this 15 day of JUN, 2022

**GRANTOR:**

**Bigger D Investments L.L.C**

By: 

Printed Name: David Utrilla


Title: owner

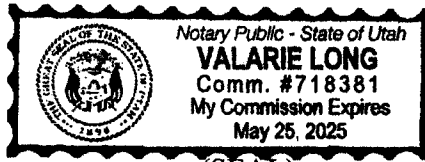
STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 15 day of June, ~~2020~~ <sup>2022</sup>, by David Utrilla, as owner, of Bigger D Investments L.L.C.

My commission expires: May 25, 2025

WITNESS my hand and official seal.

  
Notary Public



(SEAL)

**EXHIBIT A TO EASEMENT AGREEMENT**

**New CenturyLink Easement**

**Bigger D  
15-01-129-035-0000**

A part of Lot 2, Block 66, Plat A, Salt Lake City Survey:

Beginning at the Northwest Corner of Grantor's Property located 165.08 feet South 89°59'19" West along the North Line of 200 South Street; and 200.05 feet North 0°02'36" West along the East Line of said Grantor's Property from the Southeast Corner of said Block 66; and running thence South 0°02'36" East 6.48 feet along the East Line of Grantor's Property; thence South 89°59'13" West 31.04 feet; thence South 0°00'47" East 8.58 feet; thence South 89°59'13" West 17.58 feet to the West Line of Grantor's Property; thence North 0°14'26" East 10.00 feet along said West Line; thence North 89°59'13" East 7.53 feet; thence North 0°00'47" West 5.06 feet to the North Line of said Grantor's Property; thence North 89°59'13" East 41.04 feet along said North Line to the point of beginning.

**Contains 427 sq ft**

**EXHIBIT A CONTINUED**

**Sketch or Drawing of Easement Tract**

