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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
HOLME ROBERTS & OWEN
299 S MAIN ST STE 1800
SLC UT 84111
BY: ZJM, DEPUTY - WI 7 P.

WHEN RECORDED RETURN TO: Citadel Broadcasting Company 434 Bearcat Drive Salt Lake City, Utah 84115

EASEMENT DEED

THIS EASEMENT DEED (this "Easement Deed"), is executed by THE TONGAN UNITED METHODIST CHURCH OF SALT LAKE CITY, a Utah nonprofit corporation, with an address of 1553 W. Crystal Ave., West Valley City, Utah 84119-2164, together with its successors and assigns ("Grantor"), for the benefit of CITADEL BROADCASTING COMPANY, a Utah corporation, with an address of 434 Bearcat Drive, Salt Lake City, Utah 84115, and its successors and assigns, ("Grantee").

RECITALS

- A. Grantor is the owner of certain real property located in Salt Lake County, State of Utah, Tax I. D. No. 15-22-457-005, more particularly described in **Exhibit "A"** attached hereto ("Grantor's Property").
- B. Grantee has an existing prescriptive easement and access road across Grantor's Property for ingress and egress to adjacent real property owned by Grantee and located in Salt Lake County, State of Utah, Tax I. D. No. 15-22-457-006, more particularly described in **Exhibit** "B" attached hereto (the "Benefited Property").
- C. In exchange for Grantee terminating its existing prescriptive easement across Grantor's Property, Grantor desires to convey to Grantee and Grantee desires to accept from Grantor, certain rights to an easement across Grantor's Property as the easement is more fully described in this Easement Deed.

EASEMENT

1. <u>Termination of Existing Prescriptive Easement</u>. In consideration of the easement conveyed to Grantee by Grantor in Paragraph 2 herein, the receipt and sufficiency of which is hereby acknowledged, Grantee hereby waives, releases, abandons, vacates, terminates, extinguishes, quitclaims, and conveys to Grantor all of its right, title and interest to any and all prescriptive easements owned by Grantee and burdening or encumbering Grantor's Property.

2. Grant of Easement.

- a. For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and on the terms and conditions set forth herein, Grantor hereby grants, conveys, transfers and assigns to Grantee and Grantee does hereby accept from Grantor, a perpetual, non-exclusive easement ("Easement"), 20 feet in width upon, over and across that parcel of real property situated in Salt Lake County, State of Utah, more particularly described in Exhibit "C" attached hereto (the "Burdened Property"). The Easement shall be for the benefit of and appurtenant to the Benefited Property.
- b. Grantee shall have and hold the Easement for access to the Benefited Property, and such additional purposes expressly described in Paragraph 3 below.
- c. Grantee shall have and hold the Easement subject to the terms of this Easement Deed and the Easement, rights, and obligations set forth herein shall be covenants running with the land and remain an encumbrance upon the Burdened Property for the benefit of the Benefited Property.

3. Grantee's Use of Easement.

- a. Grantee shall have the right to use the Easement for the grading, construction, paving, reconstruction, maintenance, use, and enjoyment of a road for the purpose of providing vehicle and pedestrian access to and from the Benefited Property.
- b. Grantee shall have the optional right at its sole expense to install, maintain, and use pipes, conduits, fiber optic cable or wires for utilities, including but not limited to, electricity, telephone, and water within the Easement, provided that Grantee installs and maintains such facilities underground.
- c. Grantee shall have the right to use the Easement for the purposes set forth herein, and such right to use is deemed to include without limitation, use by Grantee's agents, contractors, tenants, employees, customers, licensees, invitees, and assigns.
- 4. <u>Grantor's Use of Easement</u>. Grantor reserves the right to use the Burdened Property, and any road constructed on the Burdened Property, provided such use does not interfere with, impede or limit in any manner Grantee's use and enjoyment of the Easement hereby granted. Grantee's use of the Burdened Property shall take priority over any use thereof by Grantor.
- 5. Grantee's Improvements to Burdened Property. Except as otherwise agreed to by Grantor and Grantee in writing, Grantee shall be solely responsible for, and shall pay, all the costs of designing, constructing, maintaining, using, replacing, and repairing any access road or other improvements located on the Burdened Property by Grantee. Grantee shall be responsible for continuously maintaining any access road or improvements installed on the Burdened Property by it, except to the extent damage to such access road and/or improvements is caused by Grantor or Grantor's use.

6. <u>Successors and Assigns</u> . The provisions of this Easement Deed shall be binding upon and inure to the benefit of the respective successors and assigns of Grantor and Grantee.	
IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Deed the day of February, 2006.	
	THE TONGAN UNITED METHODIST CHURCH OF SALT LAKE CITY, a Utah corporation
	By: Maages Its: Chairman Trustee
	Its: Chairman Trustee
	CITADEL BROADCASTING COMPANY, a Utah corporation
	Ву:
	Its: V.O. /6./7
STATE OF UTAH) : ss	
COUNTY OF SALT LAKE)	
The foregoing instrument was acknowledged before me this 10 day of Ehruary, 2006, by Etimani Maafu, Chairman Trustee of The Tongan United Methodist Church of Salt Lake City, a Utah nonprofit corporation.	
KIMBERLY A. WATERS NOTARY PUBLIC - STATE OF UTA 9507 SOUTH SHELLYWOOD CIR SOUTH JORDAN UT 84095 My Comm. Exp. 08/15/2006	
STATE OF UTAH)	
: ss COUNTY OF SALT LAKE)	
The foregoing instrument was acknown as the second of the	owledged before me this 12 day of 12 hours, 12 of Citadel Broadcasting Notary Public
MY COMMISSION EXPIRES: 01-25-2009	\vee

EXHIBIT "A"

[Attached to and forming a part of that certain Easement Deed given by the Tongan United Methodist Church of Salt Lake City to Citadel Broadcasting Company]

Description of Grantor's Property

Parcel 1:

Beginning at the Northeast corner of Lot 11, Block 12, Chesterfield Plat "A", a subdivision of parts of Section 22 and 27, all of Lots 7 and 8, Section 23, and Lot 2, Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 0 Degrees 07 Minutes East 947.06 feet; thence South 78 Degrees 50 Minutes West 171.81 feet; thence South 46 Degrees 45 Minutes West 43.539 feet to the Northeasterly line of Cassell Street; thence North 56 Degrees 46 Minutes West 263.34 feet; thence West 86.96 feet to the Southwest corner of Lot 1, Block 13, Chesterfield Plat "A"; thence North 0 Degrees 07 Minutes West 101.435 feet to the Center of Brighton and North Point Canal; thence North 49 Degrees 28 Minutes West along canal 95.82 feet; thence North 42 Degrees 56 Minutes West along canal 1.766 feet to the Southeast corner of Lot 16, Block 13, Chesterfield Plat "A"; thence West 276.10 feet; thence North 0 Degrees 07 Minutes West 25.0 feet; thence East 252.892 feet; thence North 42 Degrees 56 Minutes West along canal 109.78 feet; thence North 32 Degrees 42 Minutes West along canal 200.00 feet; thence North along canal 105.00 feet; thence North 25 Degrees 12 Minutes East along canal 150.00 feet; thence North 52 Degrees 30 Minutes East along canal 47.38 feet to the West line of Lot 32, Block 13, Chesterfield Plat "A"; thence North 157.55 feet to the Northwest corner of said Lot 32; thence East 150.00 feet; thence South 167.131 feet; thence South 47 Degrees 41 Minutes 20 Seconds West 18.04 feet; thence East 81.70 feet to the Southwest corner of Lot 42, Block 13, Chesterfield Plat "A"; thence North 47 Degrees 41 Minutes 20 Seconds East 76.14 feet; thence North 42 Degrees 18 Minutes 40 Seconds West 2.50 feet; thence North 47 Degrees 41 Minutes 20 Seconds East 187.46 feet to the South line of Crystal Avenue; thence East 273.53 feet to the point of beginning.

Less and excepting therefrom, the land conveyed to Northwest Radio Broadcasting Company, by that certain "Warranty Deed," dated August 6, 1979, recorded August 7, 1979, as Entry No. 3318176, in Book 4917, at Page 67, in the County Recorder's office, and more particularly described as follows:

Beginning at a point South 0 Degrees 07 Minutes East 317.05 feet from the Northeast corner of Lot 11, Block 12, Chesterfield Plat "A", a Subdivision of parts of Sections 22 and 27, all of Lots 7 and 8, Section 23 and Lot 2, Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 0 Degrees 07 Minutes East 630.01 feet; thence South 78 Degrees 50 Minutes West 171.81 feet; thence South 46 Degrees 45 Minutes West 43.539 feet to the Northeasterly line of Cassell Street; thence North 56 Degrees 46 Minutes West 263.34 feet; thence West 86.96 feet to the Southwest corner of Lot 1, Block 13, Chesterfield Plat "A"; thence North 0 Degrees 07 Minutes West 101.435 feet to the center of Brighton and North Point Canal; thence North 49 Degrees 28 Minutes West along canal 95.82 feet; thence North 42 Degrees 56 Minutes West along canal 1.766 feet to the Southeast corner of Lot 16, Block 13, Chesterfield

Plat "A"; thence North 0 Degrees 07 Minutes West 383.79 feet; thence East 581.25 feet to the point of beginning.

Parcel 2:

Beginning at the Northeast corner of Lot 31, Block 13, Chesterfield Plat "A" as shown by the records of the Salt Lake County Recorder; thence South 157.55 feet to canal; thence South 52 Degrees 30 Minutes West, 10.60 feet along canal; thence West 16.59 feet to the West line of said Lot 31, Block 13; thence North 164 feet to the North line of said Lot; thence East 25 feet to the place of beginning.

Tax Parcel No. 15-22-457-005

EXHIBIT "B"

[Attached to and forming a part of that certain Easement Deed given by the Tongan United Methodist Church of Salt Lake City to Citadel Broadcasting Company]

Description of Benefited Property

Beginning at a point South 0° 07' East 317.05 feet from the Northeast corner of Lot 11, Block 12, Chesterfield Plat "A", a Subdivision of parts of Sections 22 and 27, all of Lots 7 and 8, Section 23 and Lot 2, Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 0° 07' East 630.01 feet; thence South 78° 50' West 171.81 feet; thence South 46° 45' West 43.539 feet to the Northeasterly line of Cassell Street; thence North 56° 46' West 263.34 feet; thence West 86.96 feet to the Southwest corner of Lot 1, Block 13, Chesterfield Plat "A"; thence North 0° 07' West 101.435 feet to the center of Brighton and North Point Canal; thence North 49° 28' West along canal 95.82 feet; thence North 42° 56' West along canal 1.766 feet to the Southeast corner of Lot 16, Block 13, Chesterfield Plat "A"; thence North 0° 07' West 383.79 feet; thence East 581.25 feet to the point of beginning.

EXHIBIT "C"

[Attached to and forming a part of that certain Easement Deed given by the Tongan United Methodist Church of Salt Lake City to Citadel Broadcasting Company]

Description of Burdened Property

An Access Easement 20' feet in width located in Salt Lake County, Utah, described as follows:

Beginning at the Northeast corner of lot 11, Block 12, Chesterfield Subdivision Plat "A" said point also being North 00°07'00" West, along monument line of Redwood Road a distance of 1,081.94, and West, a distance of 1,637.90 feet from a monument within Redwood Road (said point also being center of Section 22, T. 1 S., R. 1 W., S.L.B.M.).

Thence South 00°07'00" East, a distance of 317.07 feet; thence West, a distance of 20.00 feet; thence North 00°07'00" West, a distance of 317.07 feet; thence South 89°58'00" East, a distance of 20.00 feet to the Point of Beginning.

Tax Parcel No.: 15-22-457-005