

RECORDING INFORMATION ABOVE

R/W # 04-012-01UT

EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to Qwest Corporation, Inc., a Colorado Corporation, hereinafter referred to as "Grantee", whose address is 75 E. 100 North, Room 203, Provo, Utah 84606, its successors, assigns, lessees, licensees and agents, a perpetual non-exclusive easement to construct, reconstruct, modify, change, add to, operate, maintain and remove such telecommunications facilities and electrical facilities, and appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in the County of Utah, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

A strip of land for a perpetual utility easement being 10.00 feet wide, lying Southerly and Easterly from the following described line:

Commencing at the Northeast Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, Utah County, Utah; thence N 89°53'25" W along the North line of said Section 770.61 feet and South 143.73 feet the Point of Beginning; thence N 89°29'00" W 329.24 feet; thence S 00°31'00" W 150.09 feet; thence N 89°28'19" W 7.15 feet to the point of terminus, said point being S 75°22'15" W 1145.47 feet from said Northeast Corner.

The boundary lines of said strip easement shall be prolonged and/or shortened to begin and end on, and conform to, the grantors property lines.

Total area contained in the above described easement is 4864.80 feet Sq. Feet, or 0.11 acres of land more or less.

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above-described property and the right to clear and keep cleared all trees and other obstructions as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee shall indemnify Grantor for all damage caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

Grantor reserves the right to occupy, use, and cultivate said non-exclusive easement for all purposes not inconsistent with the rights herein granted.

Grantor covenants that he/she/they is/are the fee simple owner of said land or in which the Grantor has any interest and will warrant and defend title to the land against all claims.

Grantor hereby covenants to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

