

When Recorded Mail To:  
Qwest Corporation  
1425 West 3100 South  
West Valley City, Utah 84119

DOC # 20090047496

Easements Page 1 of 6  
Russell Shirts Washington County Recorder  
12/17/2009 12:33:25 PM Fee \$ 22.00  
By: GWEST



R/W # 09-336-0147

### 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, a Colorado corporation, hereinafter referred to as "Grantee", whose address is 1425 West 3100 South, West Valley City, Utah 84119, its successors, assigns, lessees, licensees and agents, a perpetual 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 Washington, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

**See Attached Exhibit "A"**

PARCEL: W-209-B-1, W-209-B-2, W-209-B-3, W-209-B-4, W-5-2-12-330, W-5-2-12-320-A, W-5-2-12-320-B, W-5-2-12-320-C and W-5-2-12-320-D

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 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 that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement.

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Initial

GRANTOR(S) AND GUEST CORPORATION HAVE AGREED TO "STIPULATIONS" AND "CONDITIONS" IN LETTER DATE 6/4/2009, ATTACHED HERE TO AND MADE A PART OF.




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.

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

Signed and delivered this \_\_\_\_\_ day of May, A.D., 2009

Grantors:

**Dean T. Terry Investments, L.L.C., a Utah Limited Liability Company**

By:   
Dean T. Terry, Manager

**Adams Development, Inc., a Utah Corporation**

By:   
Rickie K. Adams, President

**KDQD, L.L.C., a Utah Limited Liability Company**  
**Quality Development, L.L.C., a Utah Limited Liability Company,**  
**Its Manager**

By:   
Ed Burgess, Managing Member

**Washington Townhomes, LLC., a Utah Limited Liability Company**

By:   
Rick Salisbury, Manager

SEE ATTACHED NOTARY ACKNOWLEDGMENTS

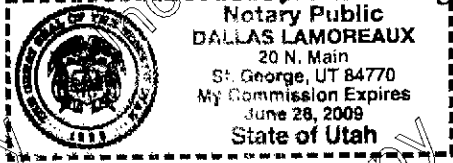
SEE EASEMENT AGREEMENT

STATE OF UTAH )

SS

COUNTY OF WASHINGTON)

On the 17<sup>th</sup> day of May, 2009, personally appeared before me Dean T. Terry, Manager of Dean T. Terry Investments, L.L.C., a Utah Limited Liability Company, the signer of the above instrument, who duly acknowledged to me that he executed the same.



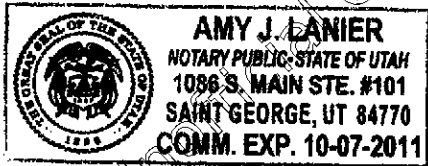
*[Signature]*  
Notary Public

STATE OF UTAH )

SS

COUNTY OF WASHINGTON)

On the 9<sup>th</sup> day of May, 2009, personally appeared before me Rickie K. Adams, who being by me duly sworn, says that he is the President of Adams Development, Inc., a Utah Corporation, the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by authority of a resolution of its board of directors) and said Rickie K. Adams acknowledged to me that said corporation executed the same.



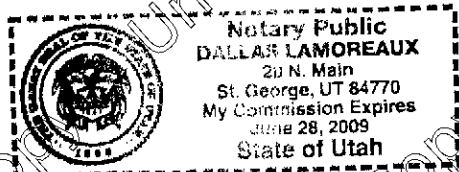
*[Signature]*  
Notary Public

STATE OF UTAH )

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COUNTY OF WASHINGTON)

On the 5<sup>th</sup> day of May, 2009, personally appeared before me Ed Burgess, Managing Member of Quality Development, L.L.C., a Utah Limited Liability Company which is the manager of KDQD, L.L.C., a Utah Limited Liability Company, the signer of the above instrument, who duly acknowledged to me that he executed the same.



*[Signature]*  
Notary Public

SEE ADDITIONAL NOTARY ACKNOWLEDGMENT

SEE EASEMENT AGREEMENT

STATE OF UTAH )

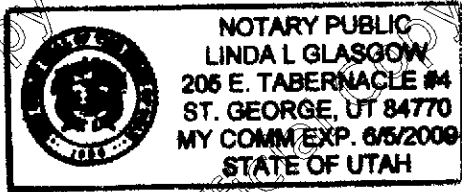
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COUNTY OF WASHINGTON)

On the 13 day of May, 2009, personally appeared before me Rick Salisbury, Manager of Washington Townhomes, LLC., a Utah Limited Liability Company, the signer of the above instrument, who duly acknowledged to me that he executed the same.

*Linda L. Glasgow*

Notary Public



*RL*



**Bush and Gudgell, Inc.**  
205 East Tabernacle #4  
St. George, UT 84770  
(435) 673-2337 Ph.  
(435) 673-3161 Fax  
www.bushandgudgell.com

May 13, 2009

Exhibit "A"

Beginning a N 87°27'40" W along the south line of Section 12, T 42 S, R 15 W SLB&M 789.98 feet and N 2°32'20" E 1148.25 feet to the most southern point of 1100 East road dedication plat and running thence S 39°47'35" E 10.00 feet to a point on a 1450.00 foot radius curve to the left having a radius which bears S 39°47'35" E; thence 24.41 feet along the arc of said curve through a central angle of 0°57'52"; thence N 88°01'46" W 118.17 feet; thence S 46°45'53" W 328.84 feet to a point on a 762.50 foot radius curve to the left; thence 607.75 feet along the arc of said curve through a central angle of 45°40'03"; thence S 1°05'51" W 3.59 feet; thence N 88°54'09" W 10.00 feet; thence N 1°05'51" E 3.59 feet to a point on a 772.50 foot radius curve to the right; thence 615.72 feet along the arc of said curve through a central angle of 45°40'02"; thence N 46°45'53" E 333.00 feet; thence S 88°01'46" E 118.43 feet to a point on a 1460.00 foot radius curve to the right having a radius which bears S 40°36'13" E thence 20.66 feet along the arc of said curve through a central angle of 0°48'38" to the point of beginning.

BG# 5-9411

1425 West 3100 South  
Salt Lake City, Utah 84119



June 3, 2009  
St. George, UT 84780

Re: Special conditions & stipulations

Dear Sir(s):

This letter is to satisfy an agreement between Dean Terry with Dean T. Terry Investments, L.L.C., and Ed Burgess with Quality Development, L.L.C., and Qwest Corporation (herein after known as "Qwest"), represented by its field engineer, Dan Bartleson. In return for granting Qwest Corporation the new easement, grantor(s) and Qwest Corporation have agreed to the following conditions and stipulations:

- In the event the lowering or relocation of Qwest buried facilities become necessary, Qwest hereby agrees to assume all costs for the labor, construction, and material, necessary to relocate its buried facilities to allow for only the construction of the new road know as, "Commerce Blvd or 1100 East".
- Qwest shall be responsible to lower **"only"** those buried facilities that come in conflict with said road construction and that are situated in **"its"** legally recorded easement.
- Coordination meeting with developer and Qwest field engineer, Dan Bartleson. The Qwest field engineer will receive in writing: construction work schedules, construction work operations, and the names of the construction contractor or the agents of those performing work in or around easement area, on behalf of the developer.
- A 45 day notice presented in writing to Qwest field engineer, Dan Bartleson, located at 596 N 1400 East, St. George, Utah prior to the beginning of any developer's construction in or around the easement area.
- In the event any Qwest buried facilities are required to be lowered and or relocated, the developer, its construction contractors or agents will contact, Dan Bartleson, a minimum of 48 hours in advance of any construction in or around the easement area.

While Qwest has agreed to issuing of this letter, we fully expect the developer, its contractors, and any agents, performing work on behalf of the developer, exercise reasonable and precautionary care and due diligence when working in or around Qwest facilities, and around the entire easement area.

  
Lynn Davis  
Network Manger