

RECORDING INFORMATION ABOVE

R/W # 98 27902UT

EASEMENT AGREEMENT

The Undersigned Grantor(s) for and in consideration of One_Dollar(s)(\$ 1.00_) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to U S WEST Communications, Inc., a Colorado corporation, hereinafter referred to as "Grantee", whose address is 250 Bell Plaza, Salt Lake City, Utah 84111, its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain and remove such telecommunications facilities, electrical facilities and gas facilities, and appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in County of Salt Lake_, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

-non-ive

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor further conveys to Grantee the following incidental rights:

- (1) A temporary right-of-way to be used during all periods of construction, reconstruction, reinforcement, repair and removal upon a strip of land $\underline{N/A}$ feet wide on the $\underline{N/A}$ side of, and a strip of land $\underline{N/A}$ feet wide on the $\underline{N/A}$ side of said easement.
- (2) The right of ingress and egress over and across the lands of Grantor to and from the abovedescribed 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.

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The Grantor reserves the right to occupy, use and cultivate said Easement for all purposes not inconsistent with the rights herein granted.

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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.

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.

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Initial

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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.

Dated this day of	Oct , 19 <u>98</u> .
Grantor	PARKSIDE SALT LAKE CORPORATION (Official name of company or Corporation)
Grantor	By Solf Son Its Asset Marey
Grantor	[SEAL]
Grantor	Attest Secretary of Corporation
(Individual Acknowledgment)	(Corporate Acknowledgment)
STATE OF } ss	STATE OF
COUNTY OF	COUNTY OF
On the day of, 19, personally	On the day of, 19, personally
appeared before me, the signer of the above instrument, who duly acknowledged to me that he/she executed the same.	appeared before me, who, being by me duly sworn (or affirmed) did say that he/she is the of
[SEAL]	(naming the corporation) and that said instrument was signed in behalf of said corporation by authority of its bylaws (or a resolution of the board of directors, as the case may be), and said
Notary Public My commission expires:	acknowledged to me that said corporation executed the same.
·	[SEAL]
	*See Altochment
	Notary Public My commission expires:
Exchange SLC Main County	26H640 Salt Lake Dwnship 1 so Range 1 east
SLB & M P.M.	. .

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

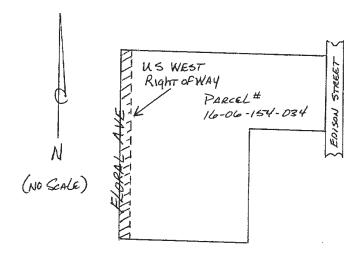
State of California	
county of LOS ANALES ss.	
On 9-28-98, before me, Melisa Addiv. Name and fittle of Officer (e.g., "Jane Doe, Notary Public") personally appeared 76/01/01/01/01/01/01/01/01/01/01/01/01/01/	
Personally known to me preved to me on the basis of satisfactory evidence	
personally appeared Description of Signe	
Place Notary Seal Above OPTIONAL	
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.	
Description of Attached Document Title or Type of Document: Fascing Agreement	
Document Date: 0-28-98 Number of Pages:	
Signer Other Than Named Above: NONC	
Capacity(is) Claimed by Signer Signer's Name:	

EXHIBIT "A"

An easement Nine (9') feet in width, the easterly side of said easement is more particularly described as follows:

Beginning at a point East 51.00 feet and South 154.00 feet from the Northwest corner of Lot 7, Block 56, Plat "A", Salt Lake City Survey, and running thence West 132.00 feet to the true point of beginning of said easement: Thence running South 126.50 feet to the point of termination of said easement. Situated in Salt Lake County, State of Utah.

Job#\$26#640 Exchange: SLC Main County: Salt Lake
1/4 Section: NW Section: 6 Township: 1 south Range: 1 east



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