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01/07/99 12:46 PM 14.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
PARAMOUNT DESIGNS INC  
4535 S SANTA FE DR  
ENGLEWOOD, CO 80110  
REC BY: R JORDAN DEPUTY - MP

RECORDING INFORMATION ABOVE

R/W # 9827903UT

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:

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 N/A feet wide on the N/A side of, and a strip of land N/A feet wide on the N/A side of said easement.
- (2) The right of ingress and egress over and across the lands of 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.

The 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.

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

RECORDING INFORMATION ABOVE

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 14<sup>th</sup> day of SEPT, 19 98.

Grantor

MYRA & ASSOCIATES  
(Official name of company or Corporation)

Grantor

By [Signature]  
Its [Signature]

Grantor

[SEAL]

Grantor

Attest \_\_\_\_\_  
Secretary of Corporation

(Individual Acknowledgment)

(Corporate Acknowledgment)

STATE OF UTAH }  
  } ss  
COUNTY OF \_\_\_\_\_ }

STATE OF UTAH }  
  } ss  
COUNTY OF Salt Lake }

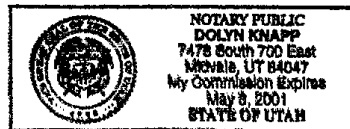
On the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, personally appeared before me \_\_\_\_\_, the signer of the above instrument, who duly acknowledged to me that he/she executed the same.

On the 14<sup>th</sup> day of SEPT, 19 98, personally appeared before me JOE VAFANAKIS, who, being by me duly sworn (or affirmed) did say that he/she is the PRESIDENT of Myra & Associates (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 JOE VAFANAKIS acknowledged to me that said corporation executed the same.

[SEAL]

[SEAL]

Notary Public  
My commission expires: \_\_\_\_\_



[Signature]  
Notary Public  
My commission expires: \_\_\_\_\_

R/W # 9827903UT      Job # 826H040  
Exchange SLC Main      County Salt Lake  
1/4 Section NW Section 6 Township 1 so Range 1 east  
  SLB & M      P.M.

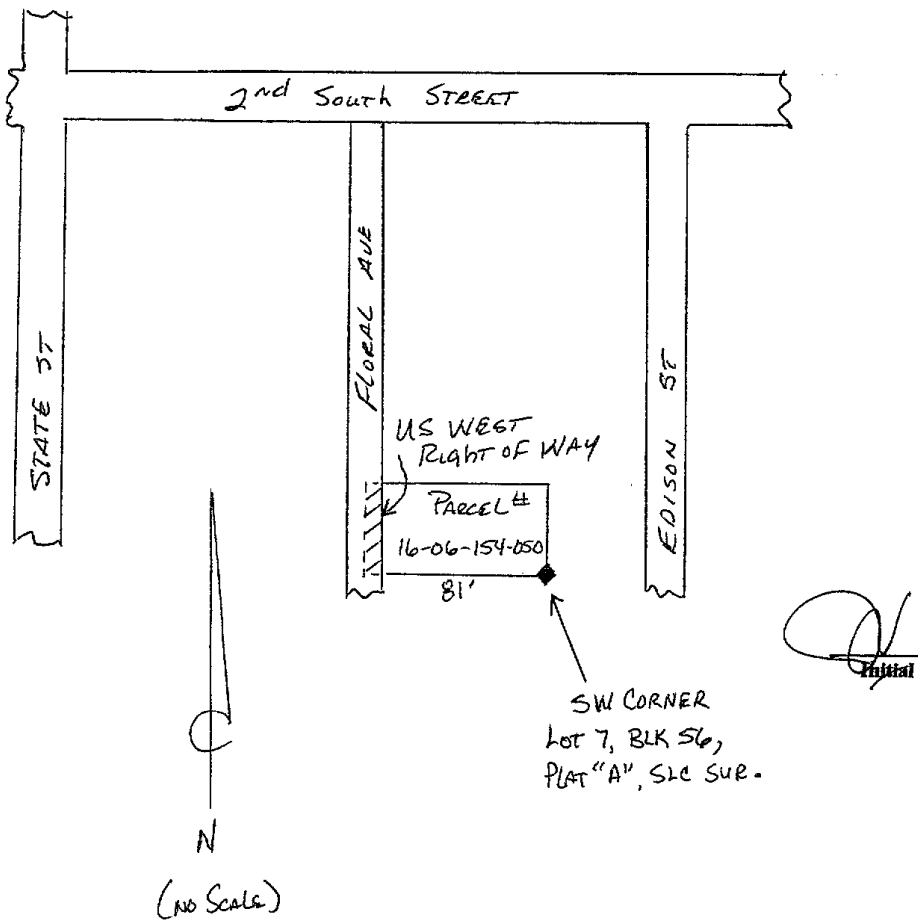
R/W# 9827903UT

**EXHIBIT "A"**

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

Beginning at the Southwest corner of Lot 7, Block 56, Plat "A", Salt Lake City Survey, and running thence West 81 feet to the true point of beginning of said easement: Thence running North 49.50 feet to the point of termination of said easement. Situated in Salt Lake County, State of Utah.

Job# 8264040 Exchange: SLC Main County: Salt Lake  
1/4 Section: NW Section: 6 Township: 1 south Range: 1 east



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