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Book - 9348 P9 - 9295-9298
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QMEST
1425 W 3100 S BY: ZJM
9LC UT 84119

RECORDING INFORMATION ABOVE

BY: ZJM, DEPUTY - WI 4 P.

R/W # <u>06-215-01UT</u>

EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of \$500 dollars (FIVE HUNDRED DOLLARS) and other good and 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 Salt Lake, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

A 3.00 foot by 3.00 foot easement lying north of, parallel to, and abutting the new northerly road right-of-way line of 10600 South Street, located in Sandy City, Utah, situate in the Northeast Quarter of Section 03, Township 4 South, Range 2 West, Salt Lake Base and Meridian, and located in the following described property:

Beginning South 87°49'05" East 134.93 feet and North 00°01'50" West 231.92 feet and South 89°39'20" East 51.95 feet from the West Quarter Corner of Section 18, Township 3 South, Range 1 East, S.L.B.&M.; thence South 89°48'00" East 225.00 feet; thence South 00°01'50" East 174.57 feet; thence North 89°38'29" West 189.24 feet; thence northwesterly along a curve to the right 54.74 feet; thence South 89°58'10" West 1.00 foot; thence North 00°01'50" West 139.18 feet, to point of beginning, with the southerly line of said easement being described as follows, and as shown in Exhibit 'A', attached hereto and made a part of:

Beginning at a point on the new northerly road right-of-way line of 10600 South Street, said point being North 89°38'29" West 82.00 feet, more or less, along said northerly road right-of-way line, from grantors east property line; thence North 89°38'29" West 3.00 feet, to end.

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

Page 1 of 2 ______ Initia

BK 9348 PG 9295

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.

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.

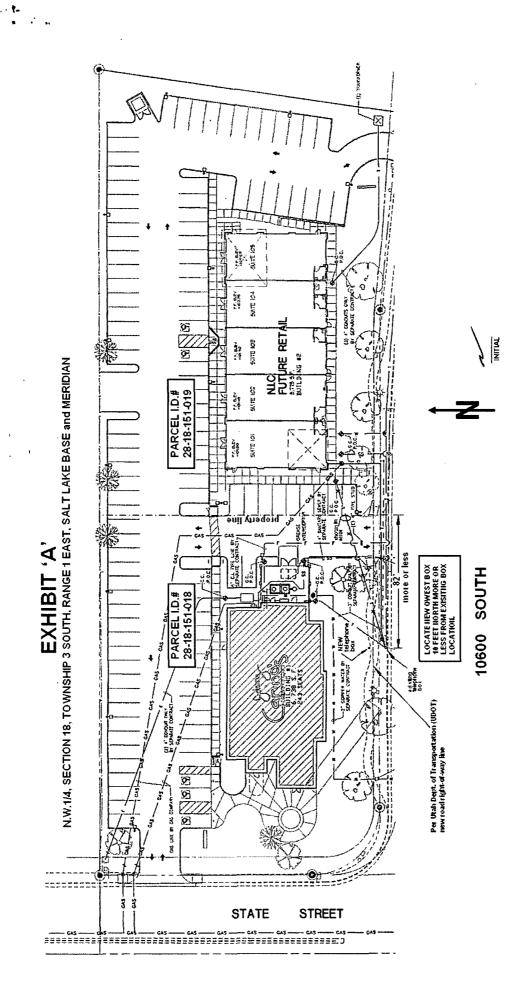
Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement.

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 25 th day of August, A.D., 20 <u>06</u>
Grantor: SandBreck, LLC
By: By: By: By: By: By: By:
STATE OF CALIFORNIA) COUNTY OF Orange On the 5th day of August, 20 06, personally appeared before me Sew for Tice, the signer(s) of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the
J. TICE Commission # 1548566 Notary Public - California Orange County My Comm. Expires Jan 29, 2009 Notary Public

H46A0020 - DRAPER - NW1/4 - Sec 18, T3S, R1E, SLB&M - PARCEL: 28-18-151-018
When Recorded Mail To: Qwest Corporation, 1425 West 3100 South, West Valley City, Utah 84119



DOE NO. HAGAO

BK 9348 PG 9298