

## RECORDING INFORMATION ABOVE

R/W # 04-307-01UT

## EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Five Thousand dollars (\$5,000.00) 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, operate, maintain and remove such telecommunications facilities 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:

Two easements, both being situated in the Northwest Quarter of Section 27, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and being further described as DESCRIPTION #1 and DESCRIPTION #2:

DESCRIPTION #1

An easement 6.00 feet in width, the Southerly line being described as follows:

Beginning South 00°14'40" West 868.99 feet and East 33.00 feet from the North Quarter Corner of Section 27, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and true point of beginning; thence South 89°45'20" East 21.00 feet, to end, and "Point A".

DESCRIPTION #2

An easement 15.00 feet in width, the Southerly line being described as follows:

Beginning at point "Point A" as described above in DESCRIPTION #1; thence South 89° 45'20" 14.00 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. Grantee shall be responsible for all damage caused to Grantor arising from Grantee's 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, nor interfering with the rights herein granted.

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 17 day of November, A.D., 2004

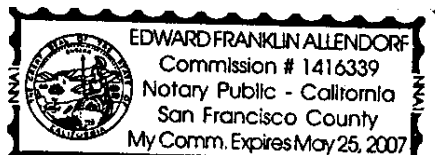
Grantor: HILLSIDE PLAZA, LTD

By: Warren H. Clark  
Warren H. Clark

Title: General Partner

STATE OF California )  
~~UTAH~~ )  
COUNTY OF San Francisco )<sup>SS</sup>

On the 17th day of November, 2004, personally appeared before me Warren H. Clark, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same. Witness my hand and official seal this 17th day of November, 2004.



Edward Franklin Allendorf  
Notary Public

426A367 - COTTONWOOD - NE 1/4 - Sec 27, T2S, R1E, SLB&M - PARCEL: 22-27-201-003  
When Recorded Mail To: Qwest Corporation, 1425 West 3100 South, West Valley City, Utah 84119