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 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 TETRA TECH CSI
 1110 W 3300 S
 SLC UT 84119
 BY: NEH, DEPUTY - WI 5 P.

WHEN RECORDED MAIL TO
 Utah Telecommunication Open Infrastructure Agency
 ATTN: General Counsel
 1385 West 2200 South, #302
 West Valley City, Utah 84119

PARCEL ID: 2126479016

PERPETUAL NON-EXCLUSIVE CABLE AND FACILITIES EASEMENT

Midvale City Corporation, a municipal corporation and political subdivision of the State of Utah ("Grantor"), hereby grants to the Utah Telecommunication Open Infrastructure Agency, an interlocal cooperative agency organized under the laws of the State of Utah ("Grantee"), for the annual sum of THREE HUNDRED FIFTY DOLLARS AND NO CENTS (\$350.00), and other valuable consideration, a perpetual non-exclusive easement, subject to all matters of record (the "Perpetual Easement") to, at Grantee's sole cost and expense, locate, survey, conduct environmental surveys for, excavate, construct, entrench, maintain, protect, inspect, operate, repair and replace (collectively referred to as "Grantee's Necessary Actions") the cables and associated system facilities, hardware and equipment (collectively referred to as "Cables and Facilities"), graphically depicted on the drawings attached as Exhibit "A" and incorporated by reference, over, under and through land situated in Salt Lake County, State of Utah, more particularly described as follows:

LEGAL DESCRIPTION OF 30' EASEMENT

A 30' Utility Easement whose centerline is described as follows. Beginning at a point in a fence line which is West 476.24' and North 579.94' from the Southeast corner of Section 26 Township 2 South, Range 1 West, Salt Lake Base and Meridian; (Nad83 State Plane Bearing system) thence North 98.15 feet to the northerly property line.

LEGAL DESCRIPTION OF 10' EASEMENT

A 10' Utility Easement whose centerline is described as follows. Beginning at a point in the Easterly right of way line of Holden Street which is West 683.93 feet and North 675.31 feet from the Southeast corner of Section 26 Township 2 South, Range 1 West, Salt Lake Base and Meridian; (Nad83 State Plane Bearing system) said point being 5 feet southerly of the Northerly property line; thence S 89°53'21" E paralleling the northerly property line 384.85 feet to the Easterly Right of Way line of Stagg Street.

Referred to herein as the "Easement Property."

In addition to any other limitations set forth herein, this Perpetual Easement is granted subject to the following terms and conditions:

1. Grantor reserves its existing uses, together with any future uses, of the Easement Property which do not unreasonably interfere with Grantee's use of the Easement Property.

2. In its use and enjoyment of this Perpetual Easement Grantee shall:
(a) Comply with all applicable local, state and federal laws, rules and regulations; and

(b) Act reasonably to minimize interference with the use and enjoyment of Grantor's property by Grantor, and its successor and assigns and any other easement or license holders of Grantor.

3. The easement granted herein is subject to the rights of Grantor and its successors and assigns to use the surface of the Easement Property, provided such use is reasonably compatible with the use of the Easement Property by Grantee for the purposes described herein. No buildings, structures, walls or other improvements which jeopardize the safety or functioning of the Grantee's Cables and Facilities or which unreasonably impair Grantee's access to the Cables and Facilities shall be placed on the Easement Property. Notwithstanding the foregoing, Grantor and its successors and assigns shall have the right to develop the Easement Property with driveways, parking areas, landscaping areas, curbs, gutters, and paving as Grantor deems appropriate in its sole discretion; provided that Grantor first provides Grantee thirty days written notice of its intent to install such developments.

4. Grantee shall be responsible, at Grantee's sole cost and expense, for obtaining consents and approvals, including those of the City (which shall not be unreasonably withheld, delayed or denied), for and relocating or modifying the alignments of existing utilities as of the date of this Perpetual Easement, if any, in order to maintain reasonable clearances between such utilities and Cables and Facilities.

5. Subject to the provisions of Paragraph 6, and in consultation with the City, Grantee shall have the right to cut or remove trees, plants, landscaping and other improvements within the Easement Property to the extent reasonable and necessary during construction, maintenance, repair or replacement of the Cables and Facilities subject to written City approval.

6. Grantee shall restore the surface of Grantor's land to the reasonable satisfaction of Grantor within ten business days (or as soon as weather reasonably permits) following the completion of any of Grantee's Necessary Actions, including without limitation, construction, maintenance, repair or replacement of the Cables or Facilities, or of any other disturbance of Grantor's property.

7. Grantee shall not damage Grantor's existing facilities, whether underground or overground, and in the event of such damage shall use commercially reasonable efforts to repair or cause to be repaired such damage, at Grantee's sole cost and expense.

8. Grantee may at any time permanently abandon this easement. Upon such abandonment action, Grantee shall remove improvements constructed thereon within thirty calendar days of such abandonment and shall execute and record a reconveyance and release hereof within fifteen business days of such abandonment, whereupon this Perpetual Easement and all rights and privileges shall be fully cancelled and terminated. In addition to the foregoing, at such time as that certain Lease Purchase Agreement between Grantor and Grantee (the "Lease") is terminated for any reason (other than Grantee's exercise of its Purchase Option with respect to the System, as defined in the Lease), or if Grantor exercises its re-purchase option or right of first refusal with respect to the System. Grantee shall remove such improvements constructed on the Easement Property within one year after such termination, re-purchase option or right of first refusal exercise and this Perpetual Easement and all rights and privileges granted with respect to the Easement Property shall automatically terminate as of the date of such termination or re-purchase.

9. Grantee may assign this Perpetual Easement, or any of its rights under this instrument, in whole or in part, subject to Grantor's written permission which permission shall not be unreasonably withheld, conditioned or delayed; provided, however, that notwithstanding the foregoing provision, Grantee shall have no obligation to obtain Grantor's written permission to assign the Perpetual Easement for purposes of Grantee's financing.

10. This Perpetual Easement may be amended only by written instrument executed by both the Grantor and Grantee.

11. Grantee shall indemnify and hold Grantor harmless from any claims, costs, damages and liabilities to the extent they arise out of Grantee's exercise of this Perpetual Easement. This provision does not waive any requirements or limitations of Utah law regarding governmental immunity.

12. All of the grants, covenants, terms provisions and conditions in this Perpetual Easement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.

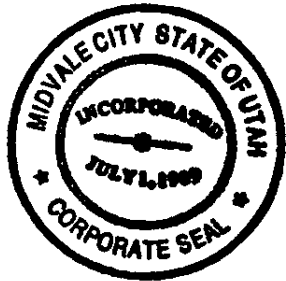
13. Except as expressly set forth herein, this instrument, including any exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations or agreements of the parties regarding the subject matter in this document.

(signature page to follow)

Dated: August 22 2005

ATTEST:

Don L Clark
City Recorder



Dated: 8/23/05

ATTEST:

Cindy Peterson
Secretary



GRANTOR:

Midvale City Corporation

By: John B. Seghini
Mayor

APPROVED AS TO FORM:

[Signature]
City Attorney's Office

GRANTEE:

UTAH TELECOMMUNICATION
OPEN INFRASTRUCTURE
AGENCY

[Signature]
Paul T. Morris, Executive Director

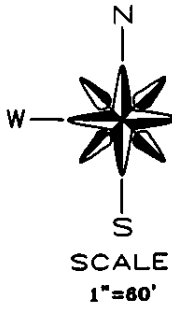
APPROVED AS TO FORM:

[Signature]
UTOPIA General Counsel

EXHIBIT "A"

MIDVALE 01 PROPOSED CABINET SITE

FOUND IN SECTION 26, T.2 S., R.1 W., S.L.B. & M.



This survey was conducted to establish visual boundary lines of the easements described below. The lot boundary line was surveyed and located as plot indicates. Basis of bearing is NAD83 State Plane Bearing System, Utah Central Zone. Survey Requested by: Mid-State Consultants

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