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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
OWEST
1425 W 3100 S
SLC UT 84119
BY: ZJM, DEPUTY - WI 2 P.

RECORDING INFORMATION ABOVE

R/W # 06-238-07UT

EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in 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:

An easement 6.00 feet in width, the southerly line of which being described as follows:

Commencing 54.90 feet East and South 00°30'30" West 357.52 feet and South 85°45'00" East 239.52 feet and South 00°30'30" West 69.77 feet from the Center of Section 27, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence North 85°34'00" West 33.00 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.

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.

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

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	
Grantor of adelect & School day	<u>, </u>
Grantor A ade lo Cha cola Madeleine V. Schneider, Trustee	of Madeleine V. Schneider Revolable Trust

STATE OF UTAH

SS

COUNTY OF SALTLAVE)

On the 5711 day of SEPTEMBER, 20 06, personally appeared before me MADELEINE V. SCHNEIDER, the signer(s) of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same. Witness my hand and official seal this 574 day of SEPTEMBER, 20 06.



Michael Johnson

C66A117 - SALT LAKE SOUTH - SE1/4 Sec 27, T1S, R1E, SLB&M - PARCEL: 16-27-401-012 When Recorded Mail To: Qwest Corporation, 1425 West 3100 South, West Valley City, Utah 84119