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When Recorded Mail To: Qwest Corporation 1425 West 3100 South West Valley City, Utah 84119 10449393 06/10/2008 09:11 AM \$12.00 Book - 9615 P9 - 6601-6602 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH 0WEST 1425 W 3100 S SLC UT 84119 BY: EPM, DEPUTY - WI 2 P.

R/W # 08-157-014T

## **EASEMENT AGREEMENT**

CPB# 506-7529

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of TWO THOUSAND dollars (\$2000.00) 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, 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:

Beginning at a point on the easterly line of Highland Drive, said point being North 15°15′50" West 456.00 feet and 41.46 feet East from a Salt Lake County Monument, said Monument being South 00°02′10" West 1526.80 feet and North 89°48′00" East 634.71 feet from the West Quarter Corner of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence East 137.95 feet; thence North 00°26′58" West 64.12 feet; thence West 5.00 feet; thence South 00°26′58" East 42.12 feet; thence West 2.00 feet; thence South 00°26′58" East 17.00 feet; thence West 132.30 feet, more or less, to the easterly line of Highland Drive; thence South 15°15′18" East 5.17 feet, more or less, along said easterly line of Highland drive to the point of beginning.

PARCEL: 16-28-309-002

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.

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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 day of, A.D., 20
Grantor: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS,
Title: Aumoriza Acesar De THE
STATE OF UTAH  SS  COUNTY OF SALT-LAKE  SEAL  SO SEAL  SO SO SUPPLY SO SUPPL
On the day of June, 20 of, personally appeared before me 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 24 day of June.
FLORA D. WRIGHT NOTARY PUBLIC - STATE OF UTAH 50 E. NORTH TEMPLE STREET SALT LAKE CITY, UT 84150 My Comm. Exp. 10/10/2009

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