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ENT 74793 BK 5135 PG 631  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1999 Jun 29 10:25 am FEE 12.00 BY SS  
RECORDED FOR U S WEST COMMUNICATIONS

RECORDING INFORMATION ABOVE

R/W # 9915201UT

EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of FORTY-SIX HUNDRED dollars (\$4600.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to U S WEST Communications, Inc., a Colorado corporation, hereinafter referred to as "Grantee", whose address is 431 26<sup>th</sup> Street, Room 209, Ogden, Utah 84401, 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 Utah, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

**An easement 8.00 feet in width, the west line of which being as follows:**

**Beginning at a point on the west right-of-way line of 1600 West Street, said point being the Northeast corner of Lot 1, Mount-Aire Subdivision, Plat "A", being a part of the Southwest Quarter of Section 2, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence North 01°00'00" East along said west right-of-way line 12.00 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 and the right to clear and keep cleared obstructions 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. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

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.

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.

  
Initial

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 10<sup>th</sup> day of June, A.D., 1999

Grantor: **TRI-VALLEY DISTRIBUTING**

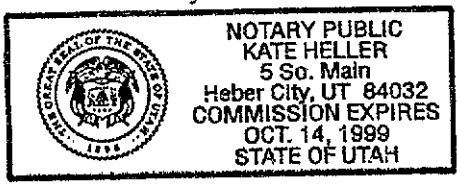
By: Scott Cook

Title: V.P.

STATE OF UTAH )  
COUNTY OF Wasatch )  
SS

On the 11<sup>th</sup> day of June, 19 99, personally appeared before me SCOTT COOK, 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 11<sup>th</sup> day of June, 19 99.

Kate Heller  
Notary Public



926A672 - PROVO - SW1/4 Sec 2, T7S, R2E, SLB&M - PARCEL: 21-012-0092

When Recorded Mail To: U S WEST, 431 26<sup>th</sup> Street room 209, Ogden, Utah 84401