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10220087 09/12/2007 02:21 PM \$12.00 Book - 9514 P9 - 4117-4118 A GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH QWEST 1425 W 3100 S SLC UT 84119 BY: ZJM, DEPUTY - WI 1 P.

RECORDING INFORMATION ABOVE

R/W # <u>07-211-01UT</u>

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:

A 15.00 foot by 20 foot Qwest Corporation easement, located in Parcel B, Jordan Heights - Planned Unit Development, South Jordan City, County of Salt Lake, Utah, and a part of the Northeast Quarter of Section 19, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, and being further described as follows:

Beginning at a point on the Westerly right-of-way line of 4000 West Street, which is 2193.51 feet South 00°08'05" East along the Section line and 85.03 feet South 89°51'55" West from the Northeast Corner of said Section 19; and running thence South 14°59'39" East 15.00 feet along said Westerly right-of-way line; thence South 75°00'21" West 20.00 feet; thence North 14°59'39" West 15.00 feet; thence North 75°00'21" East 20.00 feet, to the point of beginning.

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above-described property 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	<u>August</u> , A.D., 20
Grantor: Boyer Jordan Heights LC	1
By: Steven B. Ostler	
Title: Manager	
STATE OF UTAH)	
COUNTY OF Salt Lake	
On the 7 day of August, Steven B Ostler	20 <u>F</u> , personally appeared before me, the signer(s) of the above
instrument, who duly acknowledged to me	
Witness my hand and official seal this	T day of August . 2017.
Notary Public MISTY JAMES 50 Bouth 400 West, Suite 200 Set Lake City, Utah 84101 My Commission Expires May 12, 2010 State of Utah	Muty James Notary Public

7261HTK – RIVERTON – NE1/4 - Sec 19, T3S, R1W, SLB&M - PARCEL: 27-19-200-011 When Recorded Mail To: Qwest Corporation, 1425 West 3100 South, West Valley City, Utah 84119

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RIGHT-OF-WAY NO 07-21-04T

JOB NO. 726/4TK

EXCHANGE KINERTO