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E# 1673567 BK2043 PG1662
DOUG CROFTS, WEBER COUNTY RECORDER
12-NOV-99 8:13 AM FEE \$12.00 DEP JMM
REC FOR: U.S.WEST.COMMUNICATIONS

RECORDING INFORMATION ABOVE

R/W # 9929001UT

EASEMENT AGREEMENT

08-279-0005

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 U S WEST Communications, Inc., a Colorado corporation, hereinafter referred to as "Grantee", whose address is 431 26th 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 Weber, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

The North 20.00 feet of the West 20.00 feet of Lot 5, Sodenkamp Subdivision, a part of the Southwest Quarter of Section 10, Township 5 North, Range 2 West, Salt Lake Base and Meridian.

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 all trees and other 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.

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 13 day of October, A.D., 1999

Grantor: PEACHTREE PLACE VII, L.C.

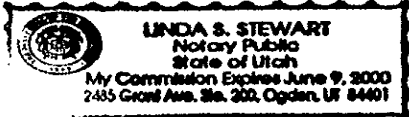
By: Jon P. P...ance

Title: Managing Member

STATE OF UTAH)
COUNTY OF Wheeler)^{SS}

On the 13 day of October, 1999, personally appeared before me Jon P. P...ance 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 13 day of October, 1999.

Linda S. Stewart
Notary Public



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926H682 - Midland - SW 1/4 Sec 10, T5N, R2W, SLB&M - PARCEL:

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