

EASEMENT AGREEMENT

ENT 101782:2005 PG 1 of 7
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 Sep 12 10:26 am FEE 22.00 BY AB
RECORDED FOR QWEST

THIS EASEMENT AGREEMENT ("Agreement") is made this 30 day of August, 2005, by and between US Development, LLC, a Utah limited liability company ("Grantor"), whose address is 495 West University Parkway, Orem, Utah 84058, and Qwest Corporation, a Colorado corporation ("Qwest"), whose address is 1801 California Street, 52nd Floor, Denver, Colorado 80202.

RECITALS

- A. Grantor currently owns certain real property (the "Property"), located in Utah County in the State of Utah and legally described on Exhibit A attached hereto.
- B. Qwest has telecommunications facilities buried under a portion of the Property.
- C. Grantor has agreed, subject to the terms and provisions of this Agreement, to grant Qwest a perpetual, nonexclusive easement upon, over, under and across a portion (the "Subject Portion") of the Property, as described in the attached Exhibits A and B, for telecommunications facilities and appurtenances.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreement contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Creation of Easement.

1.1 Grantor hereby grants to Qwest and its successors, assigns, lessees, licensees and agents a perpetual, nonexclusive telecommunications easement (the "Telecommunications Easement"), ten (10) feet in width, upon, over, under and across the Subject Portion only, for the purpose of constructing, reconstructing, modifying, changing, adding to, operating, placement, maintaining and removing underground telecommunications facilities and appurtenances (and surface facilities related to the underground facilities and appurtenances) as Qwest or its successors, assigns, lessees, licensees and agents may require. Following the construction, reconstruction, modification, change, addition, operation, placement, maintenance or removal of such underground telecommunications facilities and appurtenances (and surface facilities related to the underground facilities and appurtenances), or the exercise of its rights under Section 2, Qwest shall, in a commercially reasonable manner, restore the surface of the Subject Portion and any constructed improvements to the condition of the surface and the constructed improvements immediately prior to said activities.

1.2 This Agreement shall be subject to the terms, conditions, covenants and restrictions set forth in the Agreement for Restrictions between Lake Ridge Associates, L.C., a Utah limited liability company, and ZZYZX Land & Development, L.C., a Utah limited liability company, recorded on June 9, 1998 as Entry No. 58006 in Book 4665 at Page 217 in the Utah County Recorder's Office.

1.3 Qwest has conducted such investigations with respect to the Property as Qwest deems advisable, and has satisfied itself with respect to the Property and the Telecommunications Easement. Grantor has not made any representation or warranty with respect to the Property or any other matter related to the Telecommunications Easement. In connection with the Telecommunications Easement, Qwest shall accept the Subject Portion in the condition in which it now exists (that is, "as is" and "where is," with all faults) without any representation or warranty, express or implied, in fact or by law and without any recourse against Grantor.

2. Additional Rights Conveyed by Grantor. Grantor further conveys to Qwest and its successors, assigns, lessees, licensees and agents the right of ingress and egress over and across the Property, to and from the Subject Portion, as may be reasonably necessary to exercise the Telecommunication Easement.

3. Uses and Reservation.

3.1 Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on the Subject Portion, and no change will be made by grading or otherwise to the surface or subsurface of the Subject Portion without the prior written consent of Qwest, which consent shall not be unreasonably withheld, conditioned or delayed. Any Grantor excavation, building, structure, obstruction or other improvement in existence on the date of this Agreement is permitted.

3.2 Grantor reserves the right to occupy and use the Subject Portion for all purposes not inconsistent with the rights granted in this Agreement.

4. Damage or Destruction. Qwest shall indemnify, defend and hold harmless Grantor from and against all claims, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) suffered or incurred by Grantor as a result of Qwest's breach of this Agreement or Qwest's exercise of the rights and privileges herein granted. Grantor shall indemnify, defend and hold harmless Qwest from and against all claims, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) suffered or incurred by Qwest as a result of Grantor's breach of this Agreement or Grantor's actions. Notwithstanding Paragraph 1.3, Grantor shall have no responsibility to Qwest for pre-existing environmental contamination or liabilities or any other currently existing conditions except for such environmental contamination, liabilities, or conditions actually caused by Grantor.

5. Title. Grantor covenants that it is the fee simple owner of the Subject Portion.
6. Subsequent Owners. The rights, conditions and provisions of this Agreement shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns, transferees, lessees, licensees, agents and personal representatives.
7. Enforcement. This Agreement and the terms, conditions and provisions in this Agreement may be enforced by any of the parties hereto and their successors and assigns pursuant to their rights available under applicable law, including damages and specific performance. In the event legal or administrative suits or proceedings are brought against any party (whether a party to this Agreement or not) for the purpose of such enforcement, the prevailing party shall recover from the non-prevailing party all reasonable attorneys' fees and costs associated with such actions.
8. Modification. This Agreement may not be modified, amended or terminated except by an agreement in writing executed by the parties hereto or their heirs, devisees, personal representatives, successors or assigns.
9. Entire Agreement. Each party acknowledges that this Agreement sets forth the entire agreement and understanding of the parties with respect to this Agreement and that no oral or other agreements, understandings, representations, or warranties, other than those set forth in this Agreement, exist with respect to the subject matter hereof.
10. Governing Law. This Agreement shall be governed by and construed under the laws of the state of Utah.
11. Waiver. Failure by any party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
12. Severability. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions of this Agreement unenforceable, invalid or illegal, but rather the unenforceable, invalid or illegal provisions of this Agreement shall be deemed severed from this Agreement and this Agreement shall continue in full force and effect to the extent permitted by applicable law.
13. Construction of Agreement. The titles and headings of the sections of this Agreement have been inserted for convenience only, are not intended to summarize or otherwise describe the subject matter of such sections, and shall not be given any consideration in the construction of this Agreement.
14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

GRANTOR AND QWEST have executed this Agreement on the respective dates set forth below, to be effective as of the date first set forth above.

GRANTOR:

US DEVELOPMENT, LLC,
a Utah limited liability company

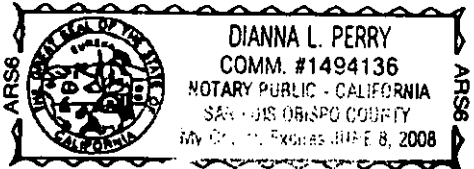
By *David Ure*

Its *MGR*

Date *8-22-05*

State of *California*
County of *San Luis Obispo*) ss.

The foregoing instrument was acknowledged before me this *22* day of August, 2005,
by *DAVID URE*, the *MGR* of US
Development, LLC.



Dianna L. Perry
Notary Public

My Commission Expires:
June 8, 2008

Residing at:
1240 Spring St Paso Robles

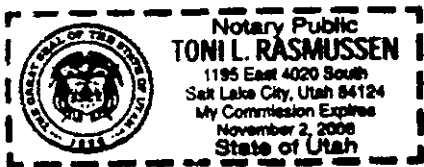
QWEST:

QWEST CORPORATION,
a Colorado corporation

By Bonnie Anderson
Its Vice President of Network
Date August 12, 2005

State of Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me this 12 day of August, 2005,
by Bonnie Anderson, the Vice President of Network of
Qwest Corporation.



Toni L. Rasmussen
Notary Public

My Commission Expires:

11-2-2008

Residing at:

Salt Lake City UT

EXHIBIT "A" SHEET 1 OF 2

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PROPOSED 10' WIDE QWEST EASEMENT DESCRIPTION:

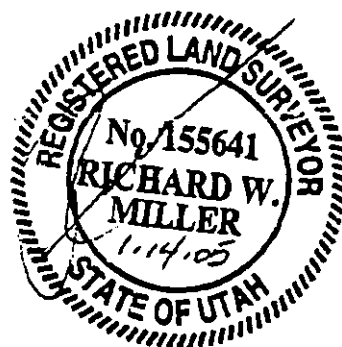
A.P.N.: 45:252:0006

LOCATED IN THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, STATE OF UTAH.

AN UNDERGROUND EASEMENT FOR THE PLACEMENT OF BURIED CABLES BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE EASTERLY LINE OF PARCEL 6, AMENDED LAKE RIDGE DEVELOPMENT, PLAT "B" WHICH LIES SOUTH 89°08'17" EAST ALONG SECTION LINE 45.35 FEET; THENCE SOUTH 687.07 FEET; THENCE NORTH 88°31'41" WEST 79.30 FEET TO A POINT ON THE NORTH LINE OF PARCEL 1, AMENDED LAKE RIDGE DEVELOPMENT, PLAT "B"; THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES: NORTH 88°31'41" WEST 114.02 FEET; THENCE NORTH 88°48'56" WEST 270.95 FEET; THENCE NORTH 89°09'04" WEST 25.75 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 44.63 FEET FROM THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN AND RUNNING THENCE NORTH 89°53'40" WEST 55.83 FEET; THENCE NORTH 83°57'46" WEST 71.73 FEET; THENCE NORTH 85°36'53" WEST 132.07 FEET, MORE OR LESS, TO THE WESTERLY LINE OF PARCEL 6, AMENDED LAKE RIDGE DEVELOPMENT, PLAT "B" AND TERMINATING.

CONTAINS: 260 SQ. FT., 0.060 ACRES, MORE OR LESS, (AS DESCRIBED)



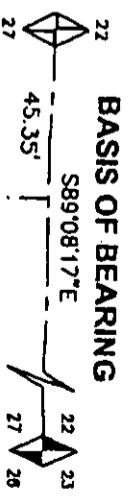
1 of 2	SHEET	SCALE: NONE	DATE: 01/14/05	REVISIONS:	MILLER ASSOCIATES, INC.		EASEMENT EXHIBIT FOR:		JOB NO. 04321
					3225 W. CALIFORNIA AVE. SUITE 101 SALT LAKE CITY, UT 84104 PHONE: (801) 975-1083, FAX: (801) 975-1081		QWEST CORPORATION		

SITE NAME: LAKE RIDGE
OREM CITY, UTAH COUNTY

1300 SOUTH STREET
(UNIVERSITY PARKWAY)



MONUMENT NOT FOUND
NORTH QUARTER CORNER SECTION 27,
TOWNSHIP 6 SOUTH, RANGE 2 EAST
SALT LAKE BASE & MERIDIAN



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FOUND BRASS CAP MONUMENT
NORTHEAST CORNER SECTION 27,
TOWNSHIP 6 SOUTH, RANGE 2 EAST
SALT LAKE BASE & MERIDIAN

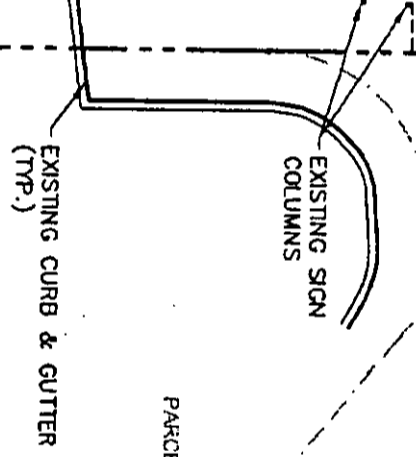
PARCEL 5

PROPOSED 10' WIDE
QWEST EASEMENT ALONG
EXISTING FIBER LINE
LOCATED IN THE FIELD

PARCEL INFORMATION
NO.45.252.0006
US DEVELOPMENT, LLC
495 WEST 1300 SOUTH

PARCEL 6
AMENDED LAKE RIDGE DEVELOPMENT, PLAT "B"

FOUND REBAR & CAP
STAMPED: LS154551



FOUND NAIL & WASHER
STAMPED: LEI-172675
(TYP.)

PARCEL 2

PARCEL 4

400 WEST STREET

SOUTH 687.07'



- LEGEND**
- ◆ SECTION CORNER
 - FOUND REBAR & CAP
 - FOUND NAIL & WASHER
 - FOUND BRASS PLUG
 - × FOUND SCRIBE IN CONCRETE

SCALE: 1"=50'

MILLER ASSOCIATES, INC.
3225 W. CALIFORNIA AVE, SUITE 101
SALT LAKE CITY, UT 84104
PHONE: (801) 975-1083, FAX: (801) 975-1081

**EASEMENT EXHIBIT FOR:
QWEST CORPORATION**
SITE NAME: LAKE RIDGE
OREM CITY, UTAH COUNTY

JOB NO.
04321
NW 1/4 SEC 27,
T.6S. R.2E. S.14M

REVISIONS:	
DATE: 01/14/05	
SCALE: 1"=10'	
SHEET	2 of 2