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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QWEST
1425 W 3100 S
SLC UT 84119
BY: SAM, DEPUTY - WI 2 P.

When Recorded Mail To:
Qwest Corporation
1425 West 3100 South
West Valley City, Utah 84119

R/W # 08-051-01UT

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:

An easement 5.00 feet in width, being 2.50 feet on each side of the following centerline:

Commencing South 89°51'00" West 15.00 feet and South 00°17'30" West 2.50 feet from the Northeast corner of Lot 7, Garden Gate Townhomes, being a part of the Northeast Quarter and the Northwest Quarter of Section 30, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence North 89°51'00" East 10.00 feet; thence South 00°17'30" West 115.00 feet; South 89°51'00" West 15.00 feet.

Parcels: 16-30-179-016 & 16-30-179-019

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.

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.

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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 26TH day of FEBRUARY, A.D., 2008.

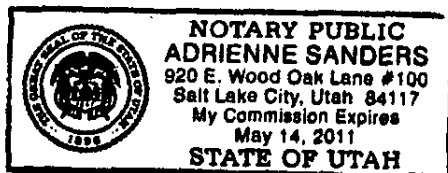
Grantor: **ALAN KRUCKENBERG CONSTRUCTION, INC.**

By: JEFF KRUCKENBERG

Title: CFO

STATE OF UTAH)
COUNTY OF SALT LAKE)^{SS}

On the 26TH day of FEBRUARY, 2008, personally appeared before me JEFF KRUCKENBERG, 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 26TH day of FEBRUARY, 2008.



Adrienne Sanders
Notary Public