

10557872

When Recorded Mail To:  
America First Credit Union  
1344 West 4675 South  
Ogden, Utah 84403

10557872  
11/07/2008 11:36 AM \$14.00  
Book - 9657 Pg - 3901-3903  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
WEST  
1425 W 3100 S  
SLC UT 84119  
BY: ZJM, DEPUTY - WI 3 P.

RW# 08-227-02UT  
UTILITY EASEMENT AGREEMENT

America First Federal Credit Union ("Grantor") for and in valuable consideration, the receipt whereof is hereby acknowledged, hereby grants to Qwest Communications, Inc., a Colorado corporation, Comcast, and PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, here after called "Grantees", their successors, assigns, lessees, licensees, and agents, an easement for a right of way to construct, reconstruct, operate, maintain, repair, and remove such telecommunication facilities, electrical facilities, and appurtenances, from time to time, as Grantees may require upon, over, under, and across the following described land and as shown on the attached Exhibit A being situated in the County of Salt Lake, State of Utah, which Grantor owns or has any interest to wit:

**A 10.0 foot wide easement being 5.0 feet each side of the following described Centerline, as shown on the attached Exhibit "A", and as further described as follows:**

**A part of Lots 6 and 7, Block 17, Ten Acre Plat "A", Big Field Survey in Salt Lake County, Utah:**

**Beginning at a point on the North Line of Winslow Avenue located 537.63 feet South 89°57'17" West along the Lot Line; and 94.69 feet South 00°02'33" East from the Northeast Corner of said Lot 6; and running thence North 00°02'33" West 5.00 feet; thence North 89°57'27" East 129.04 feet; thence North 00°03'26" East 486.41 feet; thence South 89°56'33" West 77.00 feet; thence North 00°03'27" West 5.00 feet to the endpoint of this Easement Centerline at a point on the North Line of Grantors Property.**

**Parcel Number: 16-31-102-037**

Grantor further conveys to Grantees the following incidental rights: The right of ingress and egress over and across the lands of 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 Grantees use and enjoyment of easement area.

Each Grantee agrees to indemnify Grantor for any and all demands, claims, cause of action, or losses suffered by Grantor which are caused by the negligence or willful misconduct of the indemnifying Grantee while exercising the rights and privileges herein granted. Each Grantee shall have no environmental liability except a Grantee who is the source of contamination.

Page 1 of 2

  
Initial

BK 9657 PG 3901

Grantor reserves the right to occupy, use, and cultivate said easement for all purpose 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 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 perpetual right-of-way and easement and no change will be made by grading or otherwise to the surface or subsurface of the 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 may 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 may be conducted in the county where the property is located.

Signed and delivered this 3 day of November, A.D., 2008.

Grantor: **AMERICA FIRST FEDERAL CREDIT UNION**

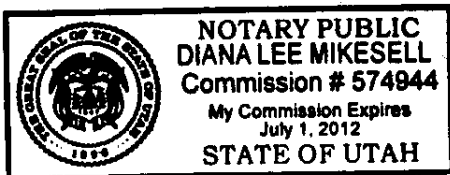
By: \_\_\_\_\_

Title: SUP OPERATIONS

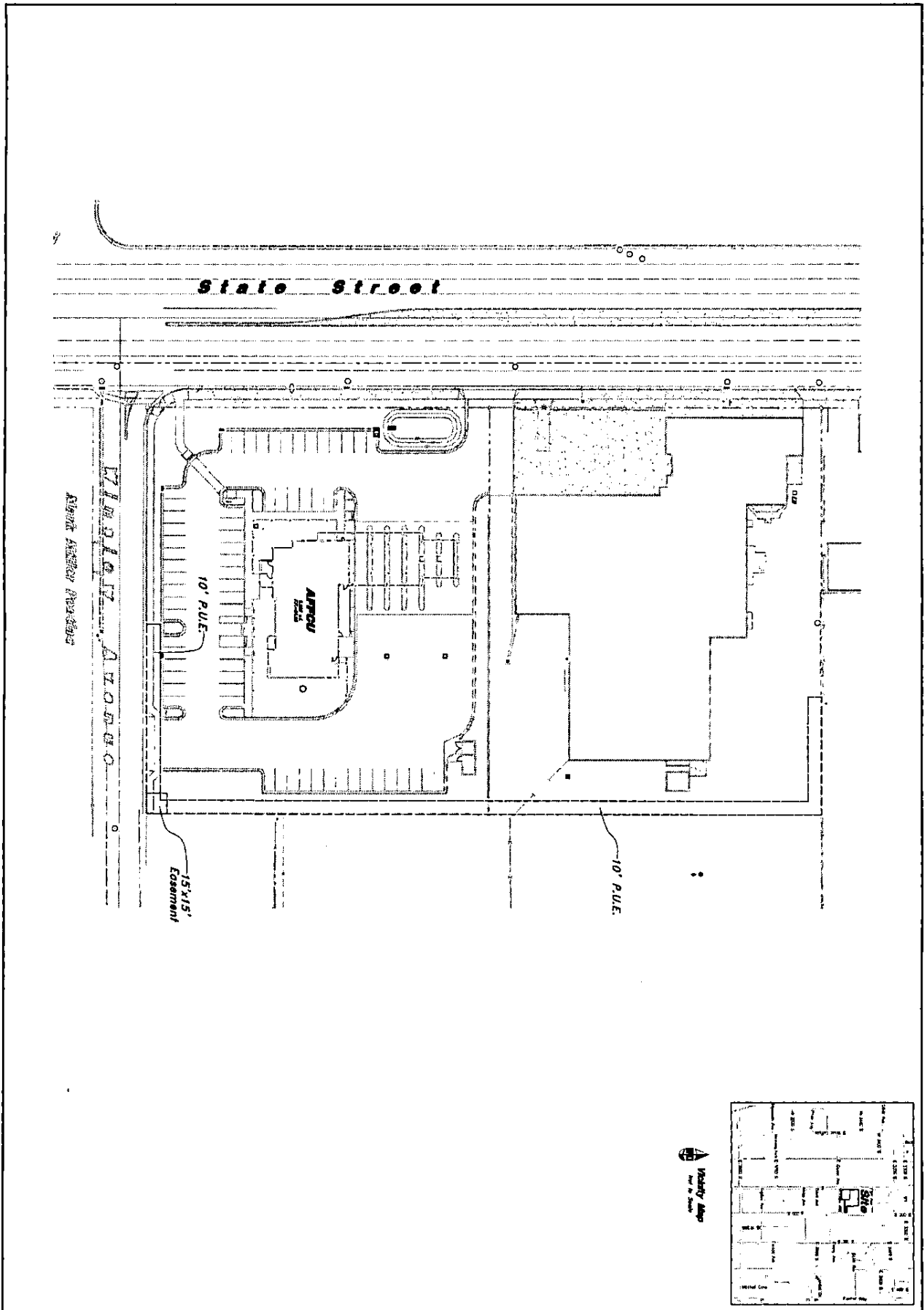
STATE OF UTAH )  
 )  
 COUNTY OF Wasatch ) SS

On the 3 day of November, 2008, personally appeared before me Jill Morby, 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 3 day of November, 2008.

8261MND - MURRAY - NW 1/4, SEC 31, T15, R1E, S1B 6M



Diana Lee MikeSELL  
Notary Public



<b>A</b>	<b>Exhibit A</b> <b>AFCU South Salt Lake</b> 3469 South State Street South Salt Lake, Salt Lake County, Utah	 <b>GREAT BASIN ENGINEERING - SOUTH</b> CONSULTING ENGINEERS and LAND SURVEYORS 2010 North Redwood Road, P.O. Box 16747 Salt Lake City, Utah 84116 Salt Lake City (801)221-8229 Ogden (801)224-7266 Provo (801)221-8851	DATE: _____ DESCRIPTION: _____ REV: _____
	J 2007		