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

R/W # 09-057-01UT

10639730 03/05/2009 02:53 PM 本12-00 Book - 9694 Pa - 2891-2892 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH 1425 W 3100 S SLC UT 84119 BY: SAM, DEPUTY - WI 2 P.

## 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:

Commencing 83.76 feet West and South 17° West 62.84 feet and North 62°55' West 42.76 feet from the Southeast corner of Lot 1, Section 7, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence North 17° East 10 feet; thence South 62°55' East 6 feet; thence South 17° West 10 feet; thence North 62°55' West 6 feet to end.

PARCEL: 22-07-111-013

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.

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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 OS day of WWW., A.D., 2009
Grantor: Ull. South Davis
M. Scott Watkins
Grantor: Hanette CWalkens  Jeanette C. Watkins
Jeanette C. Watkins
STATE OF UTAH )
COUNTY OF SALT LAKE SS
On the 3rd day of Man, 20 09, personally appeared before me M. Scott Watkins & Deanette C. Watkins, 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 3rd day of Man 20 09.
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RALPH VIGIL MOTARY PURILC - STATE OF UTAH
1425 WEST 3100 SOUTH WEST VALLEY CITY, UT 84119 My Comm. Exp. 11/30/2009 Notary Public
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9261VSY - MURRAY - NW1/4 Sec 7, T2N, R1E, SLB&M

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