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06/18/2009 12:23 PM \$12.00
Book - 9737 Pg - 1121-1125
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QWEST
1425 W 3100 S
SLC UT 84119
BY: CDC, DEPUTY - WI 5 P.

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

R/W # 09-123-01 UT

JOINT EASEMENT AGREEMENT

San Tropez Holdings, L.L.C. (Grantor) for and in consideration of Two Thousand Dollars (\$2000.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, hereby grants to Qwest Communications, Inc., a Colorado corporation, 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 situated in the County of Salt Lake, State of Utah, which Grantor owns or has any interest to wit:

A 15 foot by 20 foot easement as shown on Exhibit "A" attached hereto and made a part hereof being further described as follows:

Being a part of Lot 3, South District Subdivision, a part of Lots 15 and 16 of The District, a Commercial Subdivision, according to the Official Plat thereof, filed in Book 2007P of Plats, at Page 312 of the Official Records of the Salt Lake County Recorder, and being located in the Southwest Quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian:

Beginning at a point which is on the Northerly line of 11800 South Street as it exists at 55.50 foot half-width being 436.86 feet North 89°50'48" West along the Section line and 55.50 feet North 0°09'12" East and North 89°50'48" West 549 feet from the South Quarter corner of said Section 20; thence North 15 feet thence North 89°50'48" West 20 feet; thence South 15 feet; thence South 89°50'48" East 20 feet to end.

Parcel = 27-20-376-050

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.

JW
Initial

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. Grantees shall have no responsibility for pre-existing environmental contamination or liabilities.

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.

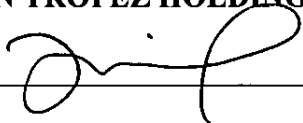
Grantor hereby covenants that no excavation, building, structure, or obstruction will be constructed, erected, built, or permitted on said perpetual right-of-way and easement and no change will be made by grading or otherwise to the surface or subsurface of the easement area or to the ground immediately adjacent to 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.

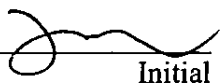
Any claim, controversy, or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

Signed and delivered this 5 day of May, A.D., 2009.

Grantor: **SAN TROPEZ HOLDING, L.L.C.**

BY: 

TITLE: Manager


Initial

STATE OF UTAH)
COUNTY OF Salt Lake)^{SS}

On the 6th day of May, 2009, personally appeared before me Jell Nelson, 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 6th day of May, 2009.



Jell Nelson
Notary Public

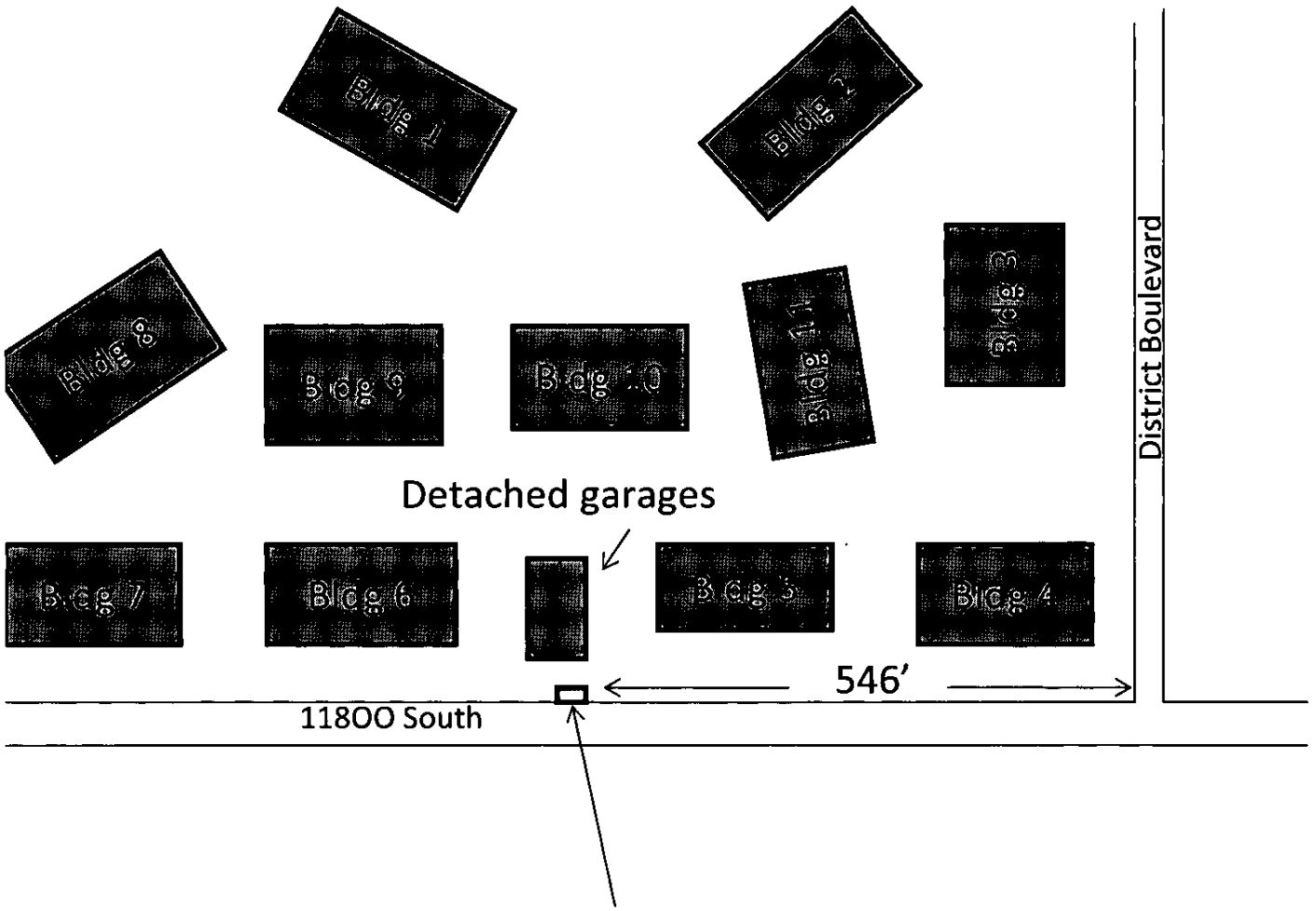
9261WKE - Riverton - SW1/4, Sec 20, T3S, R1W, SLB&M

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JN
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EXHIBIT "A"

SAN TROPEZ AT THE DISTRICT



15' X 20' Easement
See Detail sheet 5

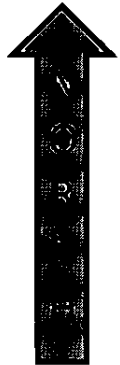
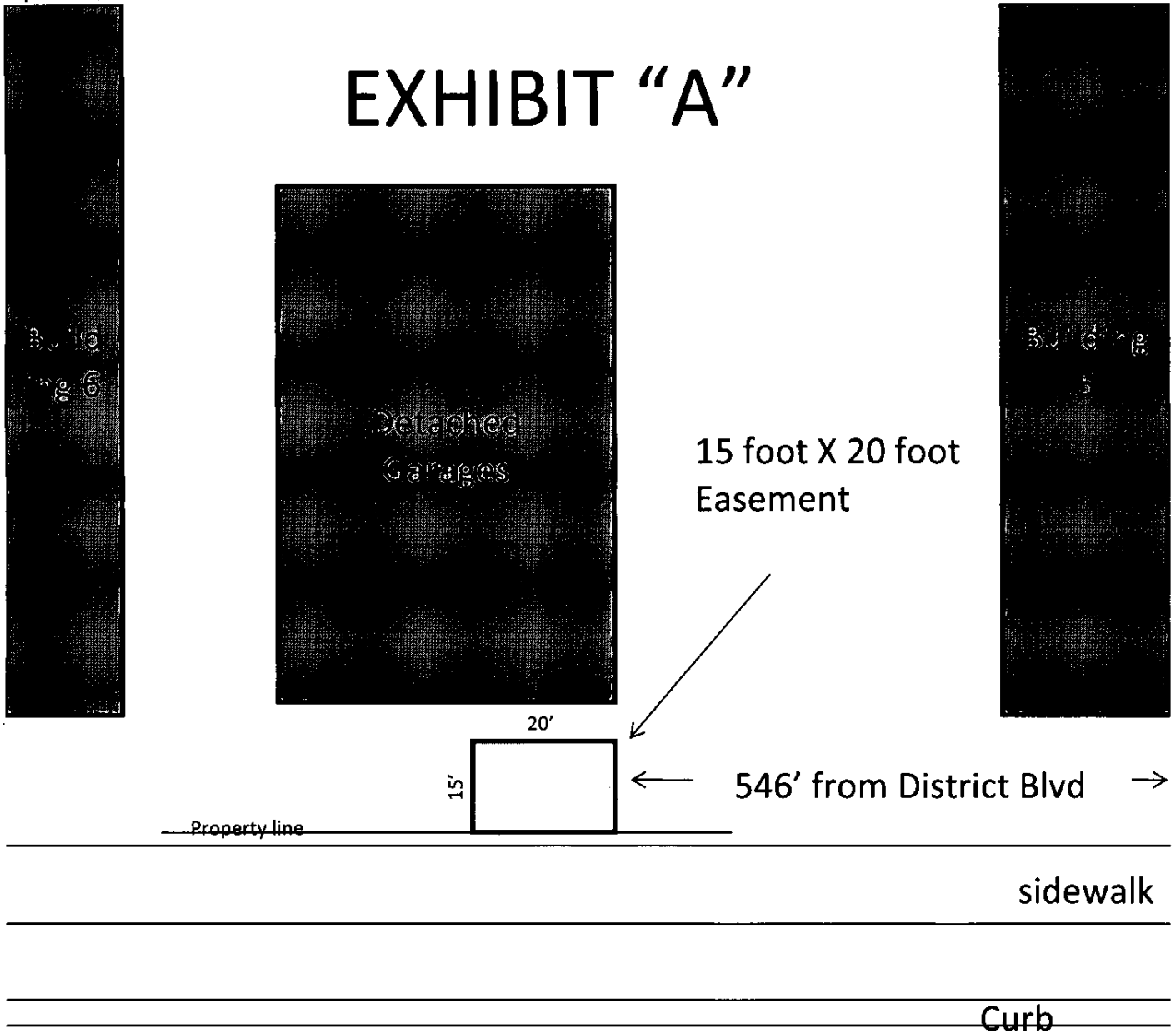


EXHIBIT "A"



11800 South

