
RECORDING INFORMATION ABOVE

R/W # 04-242-01UT

EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Five Hundred dollars (\$500.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to Qwest Corporation, Inc., a Colorado Corporation, hereinafter referred to as "Grantee", whose address is 75 E 100 North, Room 203, Provo, Utah 84606, 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 UTAH, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

An easement 6.00 feet in width the North line of which being described as follows:

Commencing North 621.35 feet and West 510.41 feet from the South ¼ Corner of Section 22, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence West 411.91 feet; thence North 03°02'00" West 122.59 to true point of beginning; thence East 419.91 feet to end.

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.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement area 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.

JR R

LEH

