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FEB 18 1999

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SHERYL L. WHITE, DAVIS CNTY RECORDER  
1999 FEB 18 1:00 PM FEE 14.00 DEP REC  
REC'D FOR WASATCH COMMUNITY TELEVISION I

14-069-0050

NE 35 5N-2W

## EASEMENT AGREEMENT

Sec. 35 (T5N-R2W)

THIS EASEMENT AGREEMENT is entered into as of 18 February, 1999 by and between Sunset L.C. ("Grantor") and Wasatch Community Television, Inc., ("Grantee").

THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Grant of Easement.** For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, an irrevocable, unrestricted easement in gross to the Property (as defined in section 2) for installation, maintenance, operation, removal and repair of cable television system components, or other similar facilities, whether situated aerially, above-ground or underground, including, without limitation, lines, cables, amplifiers and other electronic equipment, (the "Facilities"). Grantor hereby agrees that the Facilities shall remain the property of Grantee, removable at Grantee's option. The easement shall include the right to enter the Property for installation, maintenance, operation and removal of the Facilities during normal working hours, and the benefit of any easements, appurtenances, rights or privileges now or hereafter belonging thereto. Such right to enter shall extend to any time, day or night, where Grantee determines that the maintenance, repair, operation or removal cannot wait until normal working hours. Grantor warrants that he has title to the Property and that Grantee shall have peaceable enjoyment of such easement.
- 2. Property.** Grantor's property (the "Property") is situated in the City of Sunset, County of Davis, State of Utah (the "Community"), with a legal and Easement description as set forth as set forth on Exhibit 'A' attached hereto and by reference made a part hereof.
- 3. Repair.** Grantee shall repair to the reasonable satisfaction of Grantor any structure, fence, paving, landscaping or other part of the Property which is altered or damaged during the installation, maintenance, repair or removal of the Facilities in the easement.
- 4. Assignment.** Grantee may assign this Easement Agreement to any entity or individual. No additional consent to such assignment is required from Grantor other than the execution of this Agreement.
- 5. Term.** This Easement Agreement shall remain in full force and effect in perpetuity. Non-use or a limited use of this easement shall not prevent Grantee from later making full use of the easement. This Easement Agreement may be terminated and abandoned by Grantee upon the giving of 60 days' prior written notice to Grantor and the removing of the Facilities from the Property. Upon such termination and removal, Grantee shall record such documents at its expense as are necessary to abandon the easement.
- 6. Non-Interference.** Grantor, for himself, his heirs, successors and assigns, covenants that the Property shall not be used in any manner which might interfere with or

damage the Facilities, or which might interfere with the maintenance, operation or removal of the Facilities.

7. **Binding.** The provisions of and covenants contained in this easement shall run with the land and shall bind and inure to the benefit of the respective successors-in-interest of the parties hereto.

8. **Recordation.** Upon completion of the installation of the Facilities on the Property, Grantee may record this Easement Agreement in the real property records of the county where the Property is located.

9. **Further Documents.** Grantor will execute any and all further documents, which Grantee reasonably requests to assure to Grantee the rights granted in this easement.

The parties have executed this Easement Agreement as of the date first written above.

GRANTOR: Sunset L.C.

By: [Signature]  
Dee Winegar  
It's: Partner

By: [Signature]  
William Winegar  
It's: Partner

(REPRESENTATIVE ACKNOWLEDGEMENT)

STATE OF UTAH

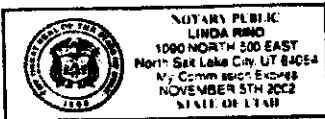
COUNTY OF DAVIS

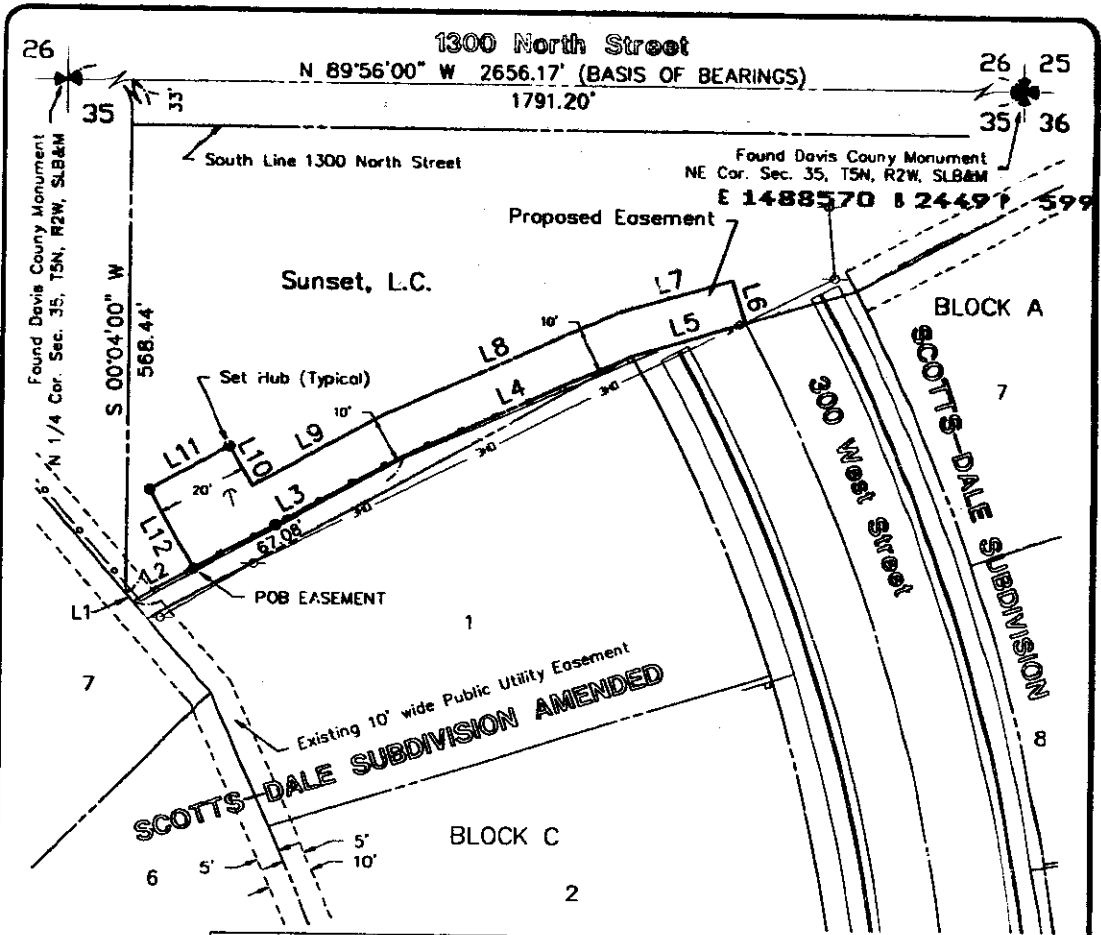
I certify that I know or have satisfactory evidence that Dee Winegar and William Winegar signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the PARTNER and PARTNER of Sunset L.C. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.  
Given under my hand and seal the day and year first above written.

(SEAL)

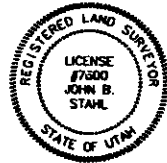
[Signature]  
Notary Public

My appointment expires: 11/5/2002





Line	Direction	Distance
L1	S 40°29'37" E	2.25'
L2	N 60°35'47" E	15.33'
L3	N 60°35'47" E	51.75'
L4	N 65°47'47" E	55.23'
L5	N 73°01'40" E	25.55'
L6	N 16°58'20" W	10.00'
L7	S 73°01'40" W	26.18'
L8	S 65°47'47" W	56.31'
L9	S 60°35'47" W	32.20'
L10	N 29°24'13" W	10.00'
L11	S 60°35'47" W	20.00'
L12	S 29°24'13" E	20.00'



**SURVEYOR'S CERTIFICATE:**

I, John B. Stahl, Salt Lake City, Utah, do hereby certify that I am a registered Land Surveyor and that I hold License No. 7600 as prescribed by the laws of the State of Utah and that I have made a survey of the following described property:

**EASEMENT**

An Easement located in the Northeast Quarter of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian, Davi. County, Utah described as follows:

BEGINNING at a point North 89°56'00" West 1791.20 feet along the section line, South 00°04'00" West 568.44 feet to a point on the north line of Lot 7, Block C, Amended Plat of a Partion of Scotts-Dale Subdivision recorded as Entry No. 198157 in Book 5 of L. and L. etc. at Page 136 of Davi County records, South 40°29'37" East 2.25 feet along said north line to the south line of that property recorded in Book 2389 at Book 406 of said records, and along said south line North 60°35'47" East 15.33 feet from the Northeast Corner of Section 35, Township 5 North, Range 2 West, Salt Lake Base and Meridian and running thence along said south line the following three courses: North 60°35'47" East 51.75 feet, North 65°47'47" East 55.23 feet, and North 73°01'40" East 25.55 feet; thence North 16°58'20" West 10.00 feet to a point 10.00 feet perpendicularly distant northerly from said south line; thence parallel with said south line the following three courses: South 73°01'40" West 26.18 feet, South 65°47'47" West 56.31 feet, and South 60°35'47" West 32.20 feet; thence North 29°24'13" West 10.00 feet to a point 20.00 feet perpendicularly distant northerly from said south line; thence parallel with said south line South 60°35'47" West 20.00 feet; thence South 29°24'13" East to the POINT OF BEGINNING. (Encomposes 1,536 sq ft).

I further certify that this plat correctly shows the true dimensions of the boundaries surveyed and of the visible improvements affecting the boundaries and their position in relation to said boundaries; that none of the visible improvements on the above described property encroach upon adjoining properties; and that no visible improvements, fences or avens of adjoining properties encroach upon the above described property, except as shown.

*John B. Stahl*  
John B. Stahl  
License No. 7600

February 3, 1999  
Date

DATE: February 03, 1999

Proj: TC9806

**CORNERSTONE, INC.**  
PROFESSIONAL LAND SURVEYORS

2028 East 7000 South, Suite 204  
Salt Lake City, Utah 84121  
(801) 943-4880 FAX (801) 943-7886

A.L.T.A. SURVEYS, COMPUTER MAPPING  
BOUNDARY CONSULTATION & RESEARCH

**TITLE: EASEMENT**  
**TCI CABLEVISION**  
**1200 NORTH 300 WEST, SUNSET, UTAH**

Client: TCI Cablevision  
1245 East Brickyard Road, Suite 640  
Salt Lake City, Utah 84108 (801) 488-5815

Project Address: 1200 North 300 West, Sunset, Utah  
Project Location: NE 1/4, Sec. 35, T5N, R2W, S11&M