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06/17/98 3:45 PM 14.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
PARAMOUNT DESIGNS INC  
770 W HANFORD STE. 140  
ENGLEWOOD, CO 80110  
REC BY: R JORDAN DEPUTY - MP

RECORDING INFORMATION ABOVE

9813308UT  
R/W # ~~98308 ut~~

EASEMENT AGREEMENT

The undersigned Grantor(s) for and in consideration of one dollar  
Doilars (\$ 1.00 ) and other good and valuable  
consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto  
U S WEST Communications, Inc., a Colorado corporation, hereinafter referred to as "Grantee",  
whose address is 250 Bell Plaza, SL, ut 84111, its successors, assigns, lessees,  
licensees and agents a perpetual easement to construct, reconstruct, modify, change, add to,  
operate, maintain and remove such telecommunications facilities, electrical facilities and gas  
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:

SEE EXHIBIT \_\_\_\_\_ ATTACHED HERETO AND BY THIS REFERENCE MADE A  
PART HEREOF.

Grantor further conveys to Grantee the following incidental rights:

(1) A temporary right-of-way to be used during all periods of construction,  
reconstruction, reinforcement, repair and removal upon a strip of land N/A feet wide on  
the N/A side of, and a strip of land N/A feet wide on the N/A side of  
said easement.

(2) 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 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.

Page 1 of 2 RLB  
Initial

BK8010PG2369

RECORDING INFORMATION ABOVE

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.

Dated this 8<sup>th</sup> day of May, 19 98.

Grantor \_\_\_\_\_

Seventy Eighty LLC  
(Official name of company or Corporation)

Grantor \_\_\_\_\_

By [Signature]  
Its Member

Grantor \_\_\_\_\_

[SEAL]

Grantor \_\_\_\_\_

Attest \_\_\_\_\_  
Secretary of Corporation

(Individual Acknowledgment)

(Corporate Acknowledgment)

STATE OF UTAH )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

STATE OF UTAH )  
 ) ss  
COUNTY OF Salt Lake )

On the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, personally appeared before me \_\_\_\_\_, the signer of the above instrument, who duly acknowledged to me that he/she executed the same.

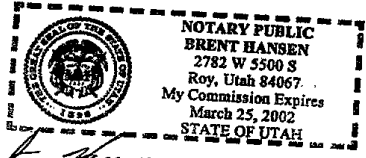
On the 8<sup>th</sup> day of May, 19 98, personally appeared before me Richard C. Bennion, who, being by me duly sworn (or affirmed) did say that he/she is the member of Seventy Eighty LLC, (naming the corporation) and that said instrument was signed in behalf of said corporation by authority of its bylaws (or a resolution of the board of directors, as the case may be), and said Richard C. Bennion acknowledged to me that said corporation executed the same.

[SEAL]

7  
\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

[SEAL]

Brent Hansen  
\_\_\_\_\_  
Notary Public  
My commission expires: March 25, 2002



9813308UT  
R/W # 9813308 ut Job # 8266095  
Exchange Halladay County Salt Lake  
1/4 Section E1/4 NE1/4 Section 22 Township 25 Range 1E

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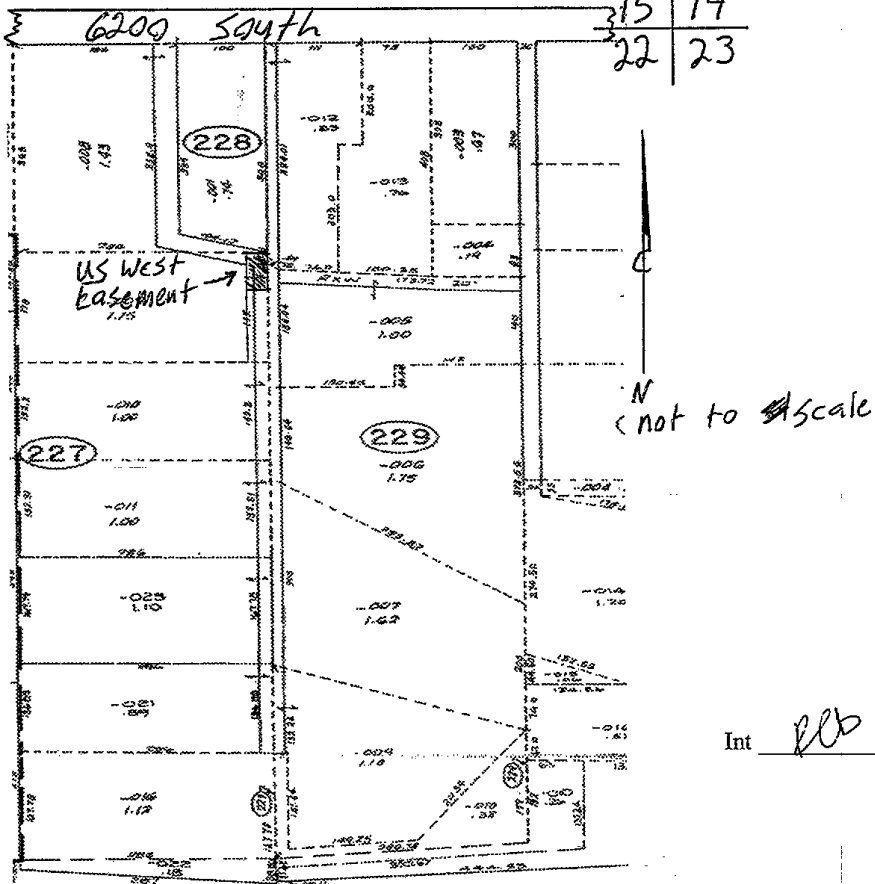
9813308117  
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EXHIBIT "A"  
ORDER #826B095 EXCHANGE, HOLLADAY  
US WEST  
EASEMENT LEGAL DESCRIPTION

An easement 10 Feet in width, which easement is more particularly described as follows.

Commencing at a point which is 572 Feet West and 543 Feet South from the Northeast Corner of Section 22, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence West 286 Feet; thence North 175 Feet; thence East 286 Feet, to the TRUE POINT OF BEGINNING OF EASEMENT thence south 55 Feet, thence West 10 Feet, thence North 55 Feet, thence East 10 Feet, TO THE POINT OF TERMINATION OF SAID EASEMENT.

Job # 826B095 Exchange Holladay County: Salt Lake  
E1/2 NE1/4 Section 22 T. 2 S. R. 1 E.



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