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10/13/98 1:13 PM 14.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
PARAMOUNT DESIGNS INC  
770 W HAMPODEN AVE #140  
ENGLEWOOD CO 80110  
REC BY:V ASHBY ,DEPUTY - WI

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

R/W 9826704 ut

The undersigned Grantor(s) for and in consideration of One Dollars (\$ 1.00 ) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto US West Communications, Inc. a Colorado Corporation, herein after referred to as "Grantee", Whose address is 250 Bell Plaza Salt Lake City, Utah 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 "A" 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 deemed necessary for the Grantee's use and enjoyment of the easement area.

Grantee shall indemnify Grantor for all damages 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 contaminations 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 and 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 binding upon the heirs, executors, administrations, successors and assigns of the respective parties hereto.

Page 1 of 2 [Signature]  
Initial

BK8123P60522

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 awarded 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 Twenty Third day of September, 1998.

Grantor \_\_\_\_\_ C & S of SANDY LLC.  
(Official name of company or corporation)

Grantor \_\_\_\_\_ By Kathy M. Siggard  
KORBY M. SIGGARD

Grantor \_\_\_\_\_ Its MANAGER

Grantor \_\_\_\_\_ {SEAL}  
Attest \_\_\_\_\_  
Secretary of Corporation

(Individual Acknowledgment)

STATE OF UTAH }  
COUNTY OF \_\_\_\_\_ }ss

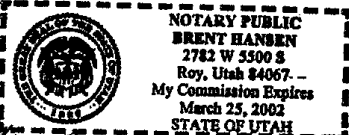
STATE OF UTAH }  
COUNTY OF Salt Lake }ss

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 23<sup>rd</sup> day of September, 1998, personally appeared before me Kathy M. Siggard Who being duly sworn (or affirmed) did say that he/she is the Manager of C & S of Sandy LLC. (naming the corporation) and that said instrument was signed in behalf of said corporation by the authority of its bylaws (or a resolution of the board of directors as the cause may be). And said Kathy M. Siggard Acknowledged to me that said corporation executed the same.

{SEAL}

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

{SEAL}   
Brent Hansen  
Notary Public  
My commission expires: March 25<sup>th</sup> 1998

R/W# 9826704 ut Job# 926E509  
726E756  
Exchange Draper County Salt Lake  
1/4 Section Southeast Section 20 Township 3 S. Range 1 E.  
P.M.

BK 8123PG0523

R/W# 9826704ut

EXHIBIT "A"

ORDER#826E509 EXCHANGE, Draper  
LOT #8 INDIAN HILLS SUB. #4  
US WEST  
EASEMENT LEGAL DESCRIPTION

A strip easement Six (6') Feet in width, the centerline of which is more particularly described as follows:

Beginning at a point which is South  $0^{\circ}07'30''$  East along the quarter Section line 1,037.92 Feet from the Northwest corner of the Southeast quarter of Section 20, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence South  $0^{\circ}07'30''$  East 109.01 Feet, thence North  $89^{\circ}52'30''$  East 456 Feet, thence South  $0^{\circ}07'30''$  East 183.58 Feet, thence South  $89^{\circ}46'51''$  East 338.59 Feet, thence South  $89^{\circ}46'50''$  East 507.79 Feet, thence North  $0^{\circ}42'15''$  West 666.81 Feet, thence North  $0^{\circ}28'15''$  West 193.82 Feet, TO THE TRUE POINT OF BEGINNING OF EASEMENT, thence West 13.42 Feet, thence South  $42^{\circ}03'35''$  West 160.56 Feet, TO THE POINT OF TERMINATION OF SAID EASEMENT, located in the County of Salt Lake, State of Utah.

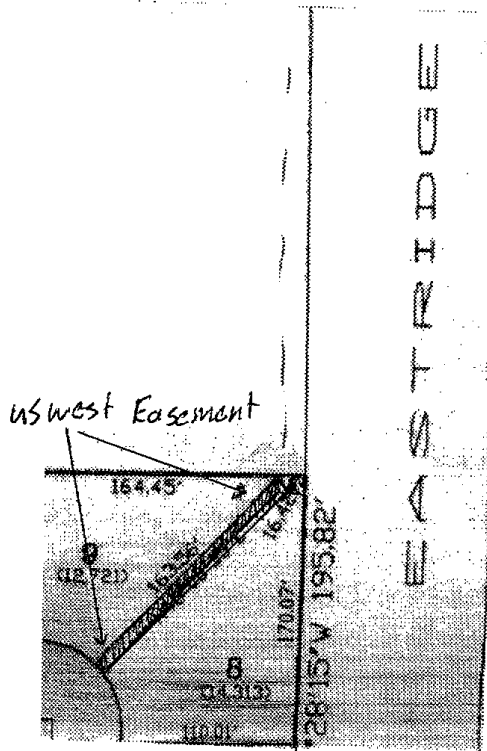
Job #826E509  
SE 1/4

Section 20

Exchange Draper

T. 3 S.

County: Salt Lake  
R. 1 E.



20/21  
29/28

N  
not to scale  
situated in the  
Southeast 1/4 of  
Section 20

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