7189686
12/15/78 1:59 PM 14-00
HANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
PARAMOUNT DESIGNS INC
770 W HAMPDEN AVE STE. 140
ENGLEWOOD, CO 80110
REC BY:R JORDAN , DEPUTY - WI

RECORDING INFORMATION ABOVE

R/W# 9827904UT

EASEMENT AGREEMENT

The Undersigned Grantor(s) for and in consideration of One Dollar(s)(\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to U S WEST Communications, Inc., a Colorado corporation, hereinafter 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 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 $\underline{N/A}$ feet wide on the $\underline{N/A}$ side of, and a strip of land $\underline{N/A}$ feet wide on the $\underline{N/A}$ side of said easement.
- (2) The right of ingress and egress over and across the lands of Grantor to and from the abovedescribed 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.

The 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

Initial

RG 01-0266 (1-96)

BK819/Pb0193

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 day of Oct., 19 98.
Dated this day of day .
,

Dated this day of	Oct. 19 98.
Grantor	SNELGROVE TOVESTMENT COMPANY (Official name of company or Corporation)
Grantor	By Its agent
Grantor	[Š E A L]
Grantor	Secretary of Corporation
(Individual Acknowledgment)	(Corporate Acknowledgment)
STATE OF } ss COUNTY OF }	STATE OF LITAY) SS COUNTY OF SALT LAKE)
On theday of, 19, personally appeared before me, the signer of the above instrument, who duly acknowledged to me that he/she executed the same. [SEAL]	On the
Notary Public My commission expires:	Said corporation executed the same. NOTARY PUBLIC DOLYN KNAPP 7478 BOUNT 700 East Midwale, UT 84047 My Commission Expires May 8, 2001 STATE OF UTAH Notary Public My commission expires:
R/W # 9827904UT Job # 82 Exchange 510 MAIN County 5 1/4 Section NW Section G To	641040 5417 CAKE wnship 1 50 Range 1 E 407

RG 01-0230 (1-96) SLR3M P.M.

Page 2 of 2

R/W# 9827904UT

EXHIBIT "A"

An easement Nine (9') feet in width, the Southerly side of said easement is more particularly described as follows:

Commencing at the Southwest corner of Lot 6, Block 56, Plat "A", Salt Lake City Survey, and running thence East 65 feet to the true point of beginning: Thence running East 12 feet to the point of termination of said easement. Situated in Salt Lake County, State of Utah.

Job# 826H040 Exchange: SLC Main County: Salt Lake 1/4 Section: NW Section: 6 Township: 1 south Range: 1 east

PARCEL # 1 WI 16-06-154-008 | SI WEST Prophrof Way & 12' SW CORNER OF LOT 6, BLOCK 56, PLAT "A", SLC SURVEY

Initial