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04/07/2000 11:23 AM 17.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
GERDING/EDLEN DEV. CO.
4650 SW MACADAM AVE STE 220
PORTLAND OR 97201
BY: ZJM, DEPUTY - WI 4 P.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into as of March 27, 2000 by and between PKM Properties, LLC and Murray Office Investors, LLC ("Grantor"), and TCI Cablevision of Utah, Inc., ("Grantee").

THE PARTIES HERETO AGREE AS FOLLOWS:

- Grant of Easement.** For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive, irrevocable easement over a portion of the Property as described in the attached Exhibit B (the "Easement Area") 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 benefit of any easements, apputeneances, 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.
- Property.** Grantor's property (the "Property") is situated in the city of Murray, County of Salt Lake, State of Utah (the "Community"), with a legal description as set forth on Exhibit "A" attached hereto and by reference made a part hereof.
- Repair.** Grantee shall promptly 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 or otherwise resulting from Grantee's use of this easement.
- 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.
- Term.** This Easement Agreement shall remain in full force and effect in perpetuity. 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 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.
- Non-Interference.** Grantor, for himself, his heirs, successors and assigns, covenants that the Easement Area 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. Grantee, for himself, his heirs, successors and assigns, covenants that Grantee's use of the Easement Area shall not interfere with Grantor's use and enjoyment of the property.

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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.

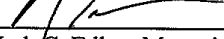
The parties have executed this Easement Agreement as of the date first written above.

GRANTOR:

PKM Properties, LLC

Murray Office Investors, LLC

By: 
Peter K. McGill, Managing Member

By: 
Mark C. Edlen, Managing Member

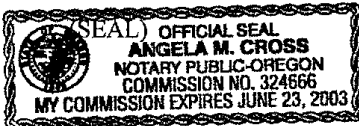
(REPRESENTATIVE ACKNOWLEDGEMENT)

STATE OF OREGON

COUNTY OF MULTNOMAH

I certify that I know of have satisfactory evidence that Mark C. Edlen signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of Murray Office Investors, LLC 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.




Notary Public

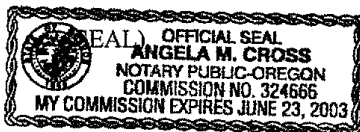
My appointment expires: June 23, 2003

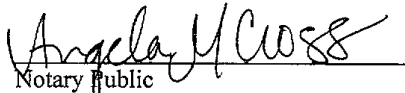
STATE OF OREGON

COUNTY OF MULTNOMAH

I certify that I know of have satisfactory evidence that Peter K. McGill signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Managing Member of PKM Properties, LLC 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.




Notary Public

My appointment expires: June 23, 2003

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EXHIBIT "A"

BEGINNING at an existing State Road Right of Way marker, said marker being South $16^{\circ}34'48''$ East 230.79 feet from the West quarter corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said quarter corner being located South $08^{\circ}40'37''$ West 295.00 feet from the County Monument in the intersection of 700 East and Winchester (6400 South) Streets, and running thence North $00^{\circ}14'05''$ East along the I-215 Right of Way line 12.87 feet; thence North $43^{\circ}30'00''$ East 145.26 feet; thence North $77^{\circ}12'21''$ East 198.94 feet; thence South $01^{\circ}04'58''$ West 11.40 feet; thence South $70^{\circ}38'16''$ East 203.96 feet to the Southwest corner of the Bear River Mutual Insurance Company property; thence South 160.19 feet to a point on the North Right of Way and No Access line of I-215; thence South $87^{\circ}48'32''$ West along said North line 85.02 feet; thence North $81^{\circ}27'59''$ West 202.18 feet; thence North $89^{\circ}56'31''$ West 150.05 feet; thence North $73^{\circ}44'11''$ West 53.59 feet; thence North $00^{\circ}14'05''$ East 35.00 feet to the point of beginning.

Also known as Lot 2, Crystal Inn Subdivision according to the official plat thereof.

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Exhibit "B"

A permanent easement located in the Southwest Quarter of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows: BEGINNING at a point South $00^{\circ}01'56''$ East 494.92 feet along the centerline of 700 East Street and North $89^{\circ}58'04''$ East 32.00 feet from the monument in the intersection of 700 East Street and 6600 South Street, said monument being North $08^{\circ}40'37''$ East 245.00 feet from the West Quarter Corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North $00^{\circ}01'56''$ West 5.00 feet parallel with said centerline; thence North $89^{\circ}58'04''$ East 2.00 feet; thence North $00^{\circ}01'56''$ West 15.00 feet parallel with said centerline; thence North $89^{\circ}58'04''$ East 1.00 feet; thence South $00^{\circ}01'56''$ East 15.00 feet parallel with said centerline; thence North $89^{\circ}58'04''$ East 2.00 feet; thence South $00^{\circ}01'56''$ East 5.00 feet parallel with said centerline; thence South $89^{\circ}58'04''$ West 5.00 feet to the point of BEGINNING. Said easement encompasses 40.00 sq. ft. (0.00 acres)