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10/13/98 1:13 PM 14-00
HANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
PARAMOUNT DESIGNS INC
770 W HAMPDEN AVE \$140
ENGLEWOOD CO 80110
REC BY:V ASHBY ,DEPUTY - WI

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

R/W 98267024+

| The undersigned Grantor(s) for and in consideration of One Thousand Six and Fifty Cents |
|---|
| Dollars (\$\frac{1006.50}{}\) 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, license |
| and agents a perpetual easement to construct, reconstruct, modify, change, add to, operate, |
| maintain and remove such telecommunications facilities, electrical facilities and gas facilities, a |
| 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 |

SEE EXHIBIT <u>"A"</u> 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.

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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.

| | MARIATON HOLDINGS CCC |
|--|---|
| Grantor | (Official name of company or corporation) |
| Grantor | a Doda S |
| | John Milliken |
| Grantor | Its Manager |
| Grantor | {SEAL} |
| Granioi | Attest |
| (Individual Acknowledgment) | Secretary of Corporation |
| STATE OF UTAH } | STATE OF UTAH } |
| COUNTY OF | COUNTY OF <u>Salt Lake</u> } |
| On the day of Personally | On the Twenty first day of |
| ppeared before me Personally | September 19 98 personally |
| the signer of the | appeared before me John Milliken |
| above instrument. Who duly acknowledged | Who being duly sworn (or affirmed) did say that he/she is the <u>Manager</u> |
| o me that he/she executed the same. | of Micom Inc. AGONT FOR THE OTHER HAINING U |
| | of Micom. Inc., AGING FOR MAUNTON HOWOUNG U. (naming the corporation) and that said |
| (OT AT) | instrument was signed in behalf of said |
| SEAL) | corporation by the authority of its bylaws (or |
| | a resolution of the board of directors as the |
| Notary Public | cause may be). And said John Milliken |
| My commission expires: | Acknowledged to me that said corporation executed the same. |
| | NOTARY PUBLIC BRENT HANSEN 2782 W 5300 S |
| | Roy, Utah 24067. – My Commission Expires March 25, 2002 STATE OF UTAH |
| | Notary Public |
| | My commission expires: March 25,2002 |
| | |
| W# <u>9826702</u> ut Job# <u>816D400</u> change <u>Draper</u> County <u>Salt Lake</u> | <u> </u> |
| VANILLY DIGITAL LOURING SOIT LOUR | α |
| Section NW1/4 Section 8 Township | 3 S. Range 1 E. Page 2 of 2 |

EXHIBIT "A"

ORDER#816D400 EXCHANGE, Draper

US WEST

EASEMENT LEGAL DESCRIPTION

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

Commencing at a point on the East line of 700 East Street said point being South 0°21'30" East 1143 Feet, and South 89°12'10" East 53 Feet, from a Salt Lake County Monument at the intersection of 9400 South and 700 East Streets; said Monument being North 29°33'10" West 44.81 Feet from the Northwest Corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence East 73 Feet, TO THE TRUE POINT OF BEGINNING OF EASEMENT, thence North 0°21'30"West 10 Feet, thence South 88°59'30 East 380 Feet more or less, thence North 0°21'30" West 30 Feet, thence West 37.5 Feet, thence North 10 Feet, thence East 37.5 Feet, thence North 0°21'30" West 488 more or less, thence West 20 Feet, thence South 10 Feet, thence East 10 Feet, thence South 0°21'30" East 478 Feet, thence East 30 Feet, thence South 10 Feet, thence West 30 Feet, thence South 0°22'30" East 20 Feet, thence North 88°59'30" West 380 Feet, thence South 0°21'30" East 20 Feet, thence East 10 Feet TO THE TRUE POINT OF TERMINATION OF SAID EASEMENT. Situated in the County of Salt Lake, State of Utah.

