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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QWEST
1425 W 3100 S
SLC UT 84119
BY: KLD, DEPUTY - WI 2 P.

RECORDING INFORMATION ABOVE

R/W # 07-017-02UT

EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to Qwest Corporation, a Colorado corporation, hereinafter referred to as "Grantee", whose address is 1425 West 3100 South, West Valley City, Utah 84119, its successors, assigns, lessees, licensees and agents, a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain and remove such telecommunications facilities and electrical 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:

The west 4.00 feet of Lot 5, Creekside Cove P.U.D, a Planned Unit Development being a part of Section 30, Township 1 South, Range 1 East, Salt Lake Base and Meridian. Less building.

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above-described property 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.

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.

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.

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	Initial

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.

Signed and delivered this 30Th	day of JANUARY, A.D., 2007
Grantor David W. Rich	Kul .
STATE OF UTAH)
COLDITION	ss
COUNTY OF DAVIS	_)
On the 30TH day of JAN	, 20 <u>O7</u> , personally appeared before me
	y acknowledged to me that (he) (she) (they) executed the rial seal this 30 ^{7H} day of January . 20 <u>07</u> .

MICHAEL JOHNSON
NOTARY PUBLIC - STATE OF UTAM
427 WEST 2350 SOUTH
BOUNTIFUL, UT 84010
My Comm. Exp. 11/04/2009

Michael Johnson
Notary Rublic

626T279 - SALT LAKE SOUTH - NW1/4 Sec 30, T1S, R1E, SLB&M - PARCEL: 16-30-178-039

When Recorded Mail To: Qwest Corporation, 1425 West 3100 South, West Valley City, Utah 84119