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Book - 9517 Ps - 2732-2734
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTSH
OWEST
1425 W 3100 S
SLC UT 84119
BY: KAM, DEPUTY - WI 3 P.

## RECORDING INFORMATION ABOVE

R/W # 07-235-01UT

## **EASEMENT AGREEMENT**

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of \$1200 dollars (TWELVE HUNDRED DOLLARS) and other good and 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:

A Qwest Corporation 4.00 foot by 9.00 foot easement abutting an existing Qwest Corporation easement, recorded as Entry #5163518, Book 6383, Page 0671, with the east line being described as follows:

Beginning at a point on the East line of 700 East Street, said point being South 00°21'30" East 1143.00 feet and South 89°12'10" East 53.00 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 08, Township 3 south, Range 1 East, Salt Lake Base Meridian; thence North 00°21'30" West 5.00 feet along the easterly line of said 700 East Street; thence South 88°59'30" East 50.00 feet along a northerly line of an existing Qwest easement, to TRUE POINT OF BEGINNING; thence North 00°21'30" West 4.00 feet along a westerly line of said existing Qwest easement, to end.

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.

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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.

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.

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
Grantor: FPA Sandy Mall Associates, LLC a Delaware limited liability company  By: GF Sandy Mall, LLC a Delaware limited liability company  By: Michael B. Earl  Title: Manager
STATE OF LIFE CALIF )  COUNTY OF OVANSA )
On the
of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same. Witness my hand and official seal this
MOTARY PUBLIC-CALIFORNIA OF COUNTY SUPPLY AUG 29, 2010  Notary Public  Notary Public

7261H66 – DRAPER - NW1/4 - Sec 08, T3S, R1E, SLB&M - PARCEL: 28-08-101-052 When Recorded Mail To: Qwest Corporation, 1425 West 3100 South, West Valley City, Utah 84119 Page 2 of 2

RIGHT-OF-WAY NO. 07-235-007

JOB NO. 7261466

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