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Book - 9607 Pg - 9851-9852  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
QUEST  
1425 W 3100 S  
SLC UT 84119  
BY: HMP, DEPUTY - WI 2 P.

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

R/W # 08-101-01UT

EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of TWO THOUSAND dollars (\$2000.00) 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:

**An easement 5.00 feet in width, the north line of which being described as follows:**


**Beginning at a point on the easterly line of Highland Drive, said point being East 858.00 feet and North 356.40 feet and North 15°15'30" West 25.91 feet and East 38.25 feet and North 15°14'41" West 177.79 feet from the Southwest Corner of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence East 157.67 feet to end.**

PARCEL: 16-28-354-003

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, and will compensate Grantor for loss of business resulting from the placement of the underground facilities.

Grantor reserves the right to occupy, use, and cultivate said easement for all purposes not inconsistent with the rights herein granted.

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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.

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 7 day of April, A.D., 2008

Grantor *Daniel M. Gates*  
*Daniel M. Gates*

Grantor *Marian B. Gates*  
*Marian B. Gates*

STATE OF UTAH )  
 )  
 ) ss  
COUNTY OF SALT LAKE )

On the 7<sup>TH</sup> day of APRIL, 2008, personally appeared before me DANIEL M. & MARIAN B. GATES, the signer(s) of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same. Witness my hand and official seal this 7<sup>TH</sup> day of APRIL, 2008.



*Michael Johnson*  
Notary Public