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

QWEST 1425 W 3100 S SLC UT 84119 10516542 09/10/2008 09:11 AM \$16.00 Book - 9641 Pa - 4892-4895 GARY W. OTT RECORDER, SALT LAKE COUNTY, UTAH QUESTAR GAS COMPANY PO BOX 45360 SLC UT 84145-0360 BY: ZJM, DEPUTY - WI 4 P.

R/W # 08-239-014T

JOINT EASEMENT AGREEMENT

Hovik & Helion Baghoomian ("Grantors") for and in consideration of \$2,500.00 (TWO THOUSAND FIVE HUNDRED DOLLARS) and other good and valuable consideration, the receipt whereof is hereby acknowledged, hereby grants to Qwest Communications, Inc., a Colorado corporation, and PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, here after called "Grantees", their successors, assigns, lessees, licensees, and agents, an easement for a right of way to construct, reconstruct, operate, maintain, repair, and remove such telecommunication facilities, electrical facilities, and appurtenances, from time to time, as Grantees may require upon, over, under, and across the following described land situated in the County of Salt Lake, State of Utah, which Grantor owns or has any interest to wit:

An easement located in the Southwest Quarter of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, as described and shown in Exhibit 'A', attached hereto and made a part of:

Parcel: 22-20-377-001

Grantor further conveys to Grantees the following incidental rights: 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 necessary for the Grantees use and enjoyment of easement area.

Each Grantee agrees to indemnify Grantor for any and all demands, claims, cause of action, or losses suffered by Grantor which are caused by the negligence or willful misconduct of the indemnifying Grantee while exercising the rights and privileges herein granted. Each Grantee shall have no environmental liability except a Grantee who is the source of contamination. Grantees shall have no responsibility for pre-existing environmental contamination or liabilities.

Grantor reserves the right to occupy, use, and cultivate said easement for all purpose 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 Grantor has any interest and will warrant and defend title to the land against all claims.

Initial

Grantor hereby covenants that no excavation, building, structure, or obstruction will be constructed, erected, built, or permitted on said perpetual right-of-way and easement 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 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 27th day of <u>luguet</u>, A.D., 20____.

Grantor Hovik Baghoomian	Grantor Helion Baghoomian
STATE OF UTAH)	
COUNTY OF Salf Log ss	
On the 27th day of Conquet	, 20, personally appeared before me
THOUK BACHOOMIAN & HELON BA	to me that (he) (she) (they) executed the
same. Witness my hand and official seal this	to me that (he) (she) (they) executed the s 27 ⁴⁴ day of <u>August</u> , 20 05.
••	0,1,1
RALPH VIGIL NOTARY PUBLIC - STATE OF UTAH 1425 WEST 3100 SOUTH WEST VALLEY CITY, UT 84119 My Comm. Exp. 11/30/2009	Notary Public

8261 SH6 Midvale - SW1/4, Sec 20, T2S, R1E, SLB&M

EXHIBIT "A" SHEET 1 OF 2

EASEMENT DESCRIPTION:

PARCEL 22-20-377-044

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT WHICH LIES SOUTH 00'01'40" EAST 2739.12 FEET ALONG MONUMENT LINE AND EAST 268.29 FEET FROM THE MONUMENT AT 6600 SOUTH AND 900 EAST, SAID MONUMENT BEING NORTH 87'18'03" EAST 1711.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 84'00'00" EAST 3.75 FEET; THENCE NORTH 2.5 FEET; THENCE NORTH 84'00'00" EAST 16.375 FEET; THENCE NORTH 00'01'40" WEST 27.17 FEET; THENCE SOUTH 72'00'00" EAST 5.25 FEET; THENCE SOUTH 00'01'40" EAST 30.03 FEET; THENCE SOUTH 84'00'00" 25.125 FEET; THENCE NORTH 00'04'40" WEST 2.5 FEET TO THE POINT OF BEGINNING.

CONTAINS: 247 SQ. FT., 0.006 ACRES, MORE OR LESS, (AS DESCRIBED)



MILLER ASSOCIATES, INC.

QWEST CORPORATION

SITE EXHIBIT FOR:

QWEST CORPORATION

SALT LAKE CITY, UT 84104

PHONE: (801) 975–1083, FAX: (801) 975–1081

MIDVALE, SALT LAKE COUNTY, UTAH

