

RECORDING INFORMATION ABOVE

R/W # 04-121-01UT

EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of \$2,000 dollars (TWO THOUSAND 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: *TOOLE*

A 20.00 foot by 25.00 foot easement situate in the Northwest Quarter of Section 15, Township 3 South, Range 4 West, Salt Lake Base and Meridian, being further described as follows, and as shown in Exhibit 'A', attached hereto and made a part of:

**Beginning at a point North 89°53'05" East 824.39 feet along the quarter section line and North 2575.03 feet from the West Quarter Corner of Section 15, Township 3 South, Range 4 West, S.L.B. & M.; thence North 14°39'28" West 20.00 feet to the right of way line of Pine Canyon Road; thence Easterly 25.00 feet along said right of way line and along the arc of 1367.00 foot radius curve to the right (Note: long chord bears North 75°51'58" East 25.00 feet, central angle 01°02'52"); thence South 14°39'28" East 20.00 feet; thence South 75°51'58" West 25.00 feet, to the point of beginning.**

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.

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 24 day of June, A.D., 2004

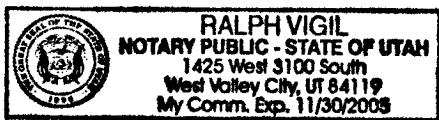
Grantor: WESTERN ACRES LLC

By: J. Gordon Casey

Title: Managing Partner Member

STATE OF UTAH )  
COUNTY OF Salt Lake )<sup>SS</sup>

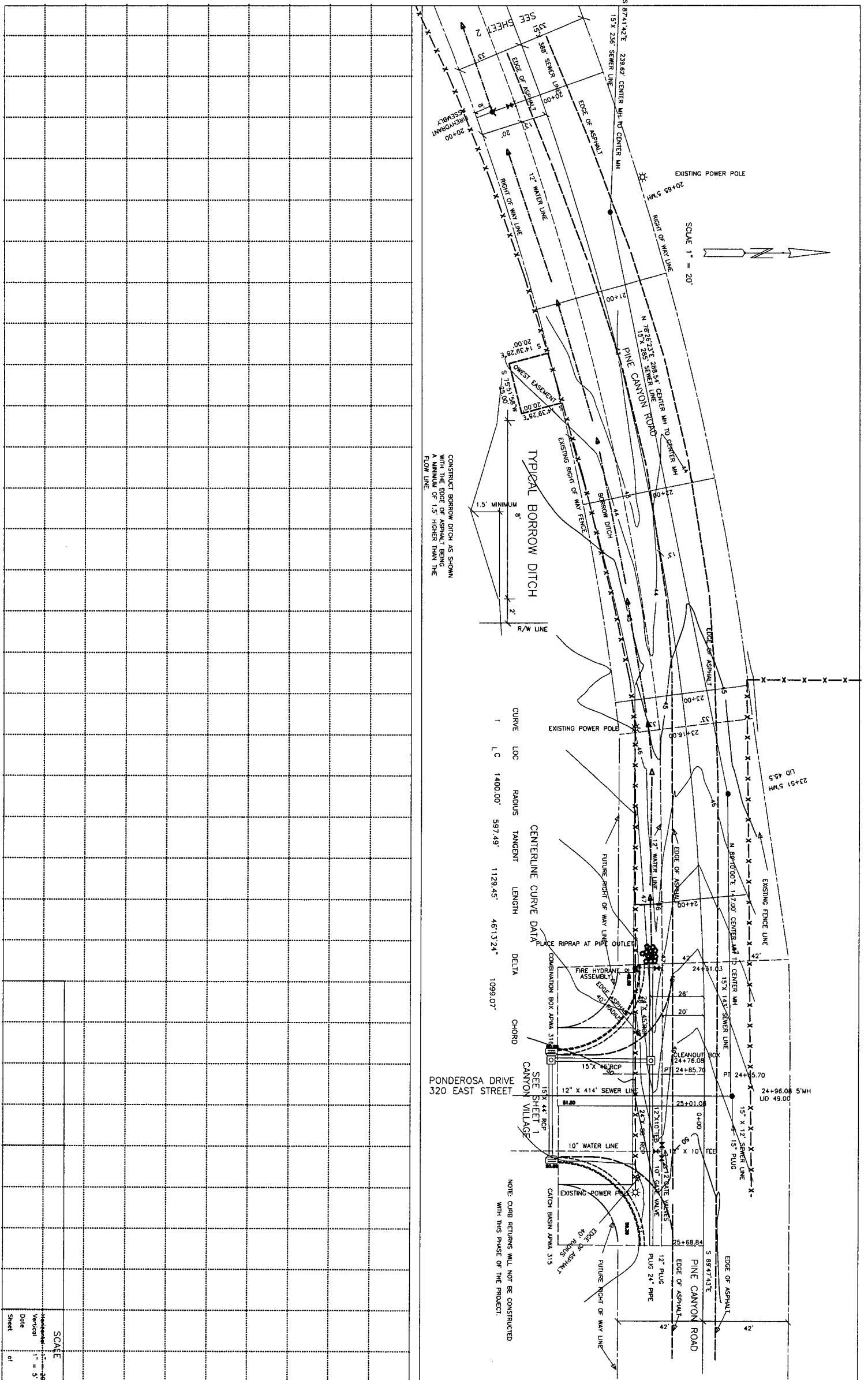
On the 24<sup>th</sup> day of June, 2004, personally appeared before me J. GORDON CASEY, the signer(s) of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same. Witness my hand and official seal this 24<sup>th</sup> day of June, 2004.



Ralph Vigil  
Notary Public

326E863 - TOOELE - NW1/4 - Sec 15, T3S, R4W, SLB&M - PARCEL: 2-123-25

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



CONSTRUCT BORROW DITCH AS SHOWN WITH THE EDGE OF ASPHALT BEING A MINIMUM OF 1.5' HIGHER THAN THE FLOW LINE.

**TYPICAL BORROW DITCH**

CURVE LOC RADIUS TANGENT LENGTH DELTA CHORD

1	1400.00'	597.49'	1129.45'	46°13'24"	1099.07'
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NOTE: CURB RETURNS WILL NOT BE CONSTRUCTED WITH THIS PHASE OF THE PROJECT.

*AL*  
**INITIAL**

SCALE  
Horizontal 1" = 50'  
Vertical 1" = 5'  
Date \_\_\_\_\_  
Sheet \_\_\_\_\_ of \_\_\_\_\_