
RECORDING INFORMATION ABOVE

R/W # 06-237-01UT

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, ^{WASATCH} State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

An easement 25.00 feet in width, the west line of which is described as follows:

Commencing at the Northwest corner of Lot 1, Lake Creek Farms Subdivision, Plat A; thence North 00°22'29" West along the westerly line of the Common Area a distance of 135.00 feet 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.

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 25TH day of AUGUST, A.D., 2006

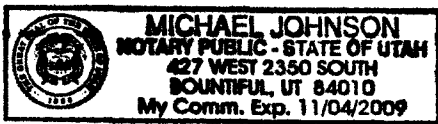
Grantor: LAKE CREEK FARMS HOME OWNERS ASSOCIATION

By: Brenda Metzger

Title: PRESIDENT, LCF, HOA

STATE OF UTAH)
)
) SS
COUNTY OF WASATCH)

On the 25TH day of AUGUST, 20 06, personally appeared before me BRENDA METZGER, 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 25TH day of AUGUST, 20 06.



Michael Johnson
Notary Public

626M272 - HEBER CITY - NE1/4 Sec 11, T4S, R5E, SLB&M - PARCEL:

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