

3620435

EASEMENT AGREEMENT

*Specialize for
Acquisition Paper*
 Nov 4 3 13 PM '81
 REC'D OF
 KATHIE L. DIXON
 RECORDER
 SALT LAKE COUNTY,
 UTAH

AGREEMENT made this 25 day of June, 1981 between Plato George Christopulos of Salt Lake City, Utah and the Mountain States Telephone and Telegraph Company, hereinafter referred to as Mountain Bell, a Colorado Corporation, duly qualified to and doing business in the State of Utah.

WHEREAS

1. The parties have an interest in adjoining real estate situated in Salt Lake City, Salt Lake County, State of Utah, and described respectively as follows:

Plato George Christopulos is the owner of that parcel of land described as:

Commencing 39 feet North from the Southeast Corner of Lot 7, Block 55 Plat A, Salt Lake City Survey North 39 feet, West 9 rods, South 39 feet, East 9 rods to beginning.

Mountain Bell is the owner of that parcel of land described as:

Beginning at the Southeast Corner of Lot 7, Block 55, Plat A, Salt Lake City, Survey, thence North 39 feet; thence West 9 rods, thence South 39 feet; thence East 9 rods to the point of beginning.

2. The parties to this agreement desire to create a common driveway between the above-described adjoining lots owned by them for the benefit of each of them, their respective tenants, heirs and assigns.

NOW THEREFORE

The parties agree as follows:

1. An easement for a common driveway in favor of Plato George Christopulos is created over the northerly six (6)

1/31/80 - 380 East Suite 101
 SLC, UT 84111

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feet of the parcel owned by Mountain Bell, and an easement in favor of Mountain Bell is created over the southerly six (6) feet of the parcel owned by Plato Christopulos, for the sole purpose of creating a common driveway twelve (12) feet in width for the benefit of both the above-described parcels.

2. This easement is superior and paramount to the rights of way of any of the parties hereto in the respective servient estates so created, and the parties further agree that the easements created hereby shall run with the land, and be binding upon the parties and their respective heirs, personal representatives and successors in interest.

3. Neither party hereto shall have any obligation to the other for improvement, maintenance or repair of the common driveway created hereby, except to the extent necessary to restore it to its unpaved condition existing at the date hereof, in the event such party alters its condition for construction or other purposes; provided, however, that any such alteration and restoral shall be accomplished in such a manner as to minimize any impairment of the use of the driveway for vehicular traffic. It is specifically agreed that Mountain Bell may use the common driveway in connection with the construction, maintenance and repair of the parking ramp on its property, subject to the conditions imposed herein.

4. Neither party shall be liable to the other for any impairment of use, bodily injury, death or destruction of or damage to property resulting from the existence, use, maintenance, repairs, improvement, alteration or restoral of the common driveway unless caused by the negligence or wilful misconduct of such party.

In witness whereof, the parties hereto have executed this agreement as of the day and year first above-written.

Plato George Christopulos
Plato George Christopulos

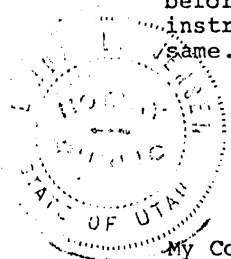
The Mountain States Telephone and Telegraph Company

APPROVED AS TO FORM
by Frederick Smith
Utah Law Department
Date 7-7-81

By W. O. Jacobs
W. O. Jacobs
Its Executive Vice President-
Chief Operating Officer

ACKNOWLEDGMENTS

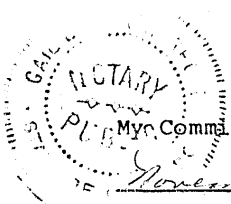
On the 23 day of ^{Sept.} ~~June~~, 1981, personally appeared before me Plato George Christopulos, the signer of the above instrument, who duly acknowledged to me that he executed the same.



Linda Jensen
NOTARY PUBLIC
Residing In: Salt Lake County

My Commission Expires:
5-5-85

On the 23rd day of ^{July} ~~June~~, 1981, personally appeared before me W. O. Jacobs, who being by me duly sworn did say that he is the EXECUTIVE VICE PRESIDENT of The Mountain States Telephone & Telegraph Company and that said instrument was signed in behalf of said corporation by authority of its bylaws, and said W. O. Jacobs acknowledged to me that said corporation executed the same.



Carl L. Weatherford
NOTARY PUBLIC
Residing In: Denver Colorado

My Commission Expires:
November 7, 1981

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