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12/15/98 1:59 PM 16.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
PARAMOUNT DESIGNS INC  
770 W HAMPODEN AVE STE. 140  
ENGLEWOOD, CO 80110  
REC BY: R JORDAN DEPUTY - WI

RECORDING INFORMATION ABOVE

R/W # 9827902UT

EASEMENT AGREEMENT

The Undersigned Grantor(s) for and in consideration of One Dollar(s) (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to U S WEST Communications, Inc., a Colorado corporation, hereinafter referred to as "Grantee", whose address is 250 Bell Plaza, Salt Lake City, Utah 84111, its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain and remove such telecommunications facilities, electrical facilities and gas facilities, and appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in County of Salt Lake, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

*non-exclusive*

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor further conveys to Grantee the following incidental rights:

(1) A temporary right-of-way to be used during all periods of construction, reconstruction, reinforcement, repair and removal upon a strip of land N/A feet wide on the N/A side of, and a strip of land N/A feet wide on the N/A side of said easement.

(2) 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 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. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

*its current use and purpose as well as*

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

*it is to the best of its knowledge*

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.

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.

Page 1 of 2  
Initial

RG 01-0266  
(1-96)

BK8197PG0189

RECORDING INFORMATION ABOVE

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.

Dated this 28<sup>th</sup> day of Oct, 19 98.

Grantor \_\_\_\_\_

PARKSIDE SALT LAKE CORPORATION  
(Official name of company or Corporation)

Grantor \_\_\_\_\_

By [Signature]  
Its Asset Manager

Grantor \_\_\_\_\_

[SEAL]

Grantor \_\_\_\_\_

Attest \_\_\_\_\_  
Secretary of Corporation

(Individual Acknowledgment)

(Corporate Acknowledgment)

STATE OF \_\_\_\_\_ }  
  } ss  
COUNTY OF \_\_\_\_\_ }

STATE OF \_\_\_\_\_ }  
  } ss  
COUNTY OF \_\_\_\_\_ }

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_, the signer of the above instrument, who duly acknowledged to me that he/she executed the same.

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_, who, being by me duly sworn (or affirmed) did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_ (naming the corporation) and that said instrument was signed in behalf of said corporation by authority of its bylaws (or a resolution of the board of directors, as the case may be), and said \_\_\_\_\_ acknowledged to me that said corporation executed the same.

[SEAL]

[SEAL]

Notary Public  
My commission expires: \_\_\_\_\_

Notary Public  
My commission expires: \_\_\_\_\_

\* See Attachment

R/W # 98279024T Job # 826H040  
Exchange SLC Main County Salt Lake  
1/4 Section NW Section 6 Township 1 so Range 1 east  
SLB & M P.M.

BK8197PG0190

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Los Angeles } ss.

On 9-28-98, before me, Melissa Adair  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Gerald Goldman  
Name of Signer

personally known to me  
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Melissa Adair  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Easement Agreement

Document Date: 9-28-98 Number of Pages: 5

Signer(s) Other Than Named Above: NONE

**Capacity(ies) Claimed by Signer**

Signer's Name: Gerald Goldman  
 Individual  
 Corporate Officer — Title: Asset Manager  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: Parkside Salt Lake Corporation

BK 8197 PG 0191

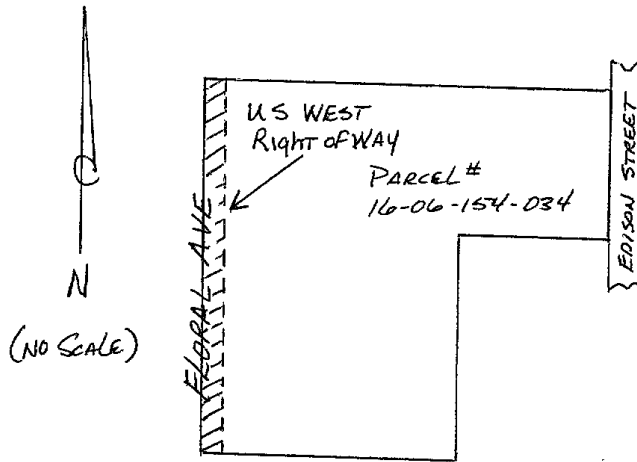
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R/W# ~~9827902 UT~~

EXHIBIT "A"

An easement Nine (9') feet in width, the easterly side of said easement is more particularly described as follows:

Beginning at a point East 51.00 feet and South 154.00 feet from the Northwest corner of Lot 7, Block 56, Plat "A", Salt Lake City Survey, and running thence West 132.00 feet to the true point of beginning of said easement: Thence running South 126.50 feet to the point of termination of said easement. Situated in Salt Lake County, State of Utah.

Job# 8264040 Exchange: SLC Main County: Salt Lake  
1/4 Section: NW Section: 6 Township: 1 south Range: 1 east



Initial

BK8197PG0192