

Site 145 - James Pointe

RW0011903UT

**RECORDING REQUESTED BY**

After Recording Return To:  
American Title Company  
1909 Woodall Rodgers Frwy, Suite 400  
Dallas, Texas 75201  
G. Behrens

7643607  
05/22/2000 04:02 PM 38.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
AMERICAN TITLE CO  
1909 WOODALL RODGERS FREEWAY STE 400  
DALLAS TX 75201  
BY: ZJM, DEPUTY - WI 13 P.

13-9

7643607

**EASEMENT AGREEMENT**

STATE OF UTAH

COUNTY OF SALT LAKE

Walden (Utah) Properties, Ltd., a Texas limited partnership ("Grantor") and US West Communications, Inc., a Colorado corporation ("Grantee") in consideration of the mutual promises, covenants and agreements herein contained, intending to be legally bound hereby, promise, covenant and agree as follows:

1. Grantor hereby grants and conveys to Grantee, its successors, assigns, lessees, licensees and agents, a perpetual easement to construct, reconstruct, operate, maintain and remove the telecommunications equipment described in Exhibit "A" attached hereto and made a part hereof ("Equipment") and, subject to Paragraph 2 below, such other telecommunications facilities as Grantee may require upon, over, under and across the land more particularly described in Exhibit "B" attached hereto and made a part hereof ("Property") within the specific easement area more particularly described in Exhibit "C" attached hereto and made a part hereof ("Easement Area") and within the limitations set forth below.
2. Grantee hereby agrees to obtain Grantor's prior written approval of and consent to (a) the size, location and other aesthetics of any equipment or replacement equipment to be placed within the Easement Area and (b) the landscaping, fencing and other buffers required herein.
3. Grantor hereby grants to Grantee the right of ingress and egress over and across the Property of the Grantor to and from the above-described Easement Area and the right to clear and keep cleared the Easement Area from all trees and other obstructions.
4. Grantee hereby agrees to restore all landscaping and fencing it destroys or damages as a result of exercising its rights hereunder.

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5. Grantee hereby agrees that it shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights and privileges herein granted. Grantee hereby indemnifies Grantor for all damage caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted.
6. Grantee hereby agrees to not cause any disruption of service of any utilities serving the Property or any disturbance of the residents of the Property and further, Grantee agrees it will communicate and coordinate with the onsite management at the Property at least five (5) days prior to entry onto the Property initially, forty-eight (48) hours prior to any ordinary repairs or maintenance and as much notice as is reasonably possible in the event of emergency repairs or any issues involving temporary disruption of utilities or disturbance of residents of the Property.
7. Grantor hereby reserves the right to occupy, use, and cultivate the Easement Area for all purposes not inconsistent with, nor interfering with the rights herein granted.
8. The rights, conditions and provisions of this Easement Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.
9. This Easement Agreement shall automatically terminate in the event Grantee discontinues its use of the Easement Area.
10. Grantee agrees to remove its equipment, at its sole cost and expense, from the Easement Area in the event this Easement Agreement terminates.
11. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
12. This Easement Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
13. It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Easement Agreement does not preclude pursuit of other remedies in this Easement Agreement or provided by law.
14. Any claims, controversy or dispute arising out of this Easement 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.

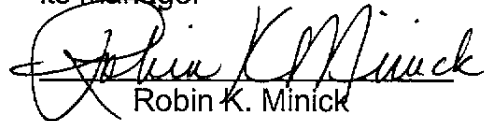
EXECUTED this 12<sup>th</sup> day of April, 2000.

"Grantor"

Walden (Utah) Properties, Ltd., a Texas limited partnership

By: Oly Hightop Subsidiary GP LLC, a Delaware limited liability company, its general partner

By: Oly Hightop Parent GP, LLC,  
its manager



Robin K. Minick  
Senior Vice President

"Grantee"

US West Communications, Inc., a  
Colorado corporation

By: *Donald E Green Jr*

Name: *Donald E Green Jr*

Title: *Operations Manager*

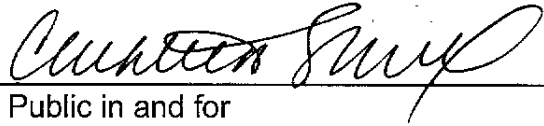
\\SRVWALDEN1\ DATA\Finance\Legal\Properties\JamesP\Leasement-USWest.doc

THE STATE OF TEXAS

COUNTY OF DALLAS

§  
§  
§

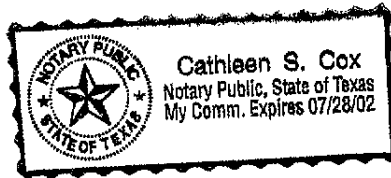
Before me on this day personally appeared Robin K. Minick known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office this 12<sup>th</sup> day of April, 2000.



Notary Public in and for  
the State of Texas

[SEAL]

My Commission Expires: 7/28/02



THE STATE OF UTAH  
COUNTY OF SALT LAKE

§  
§  
§

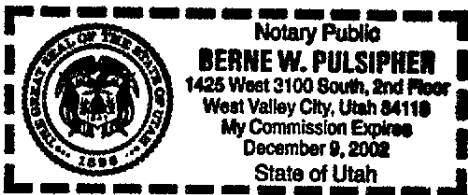
Before me on this day personally appeared DONALD E. GREEN known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office this 28<sup>TH</sup> day of APRIL, 2000.

Berne W. Pulsipher

Notary Public in and for  
the State of UTAH

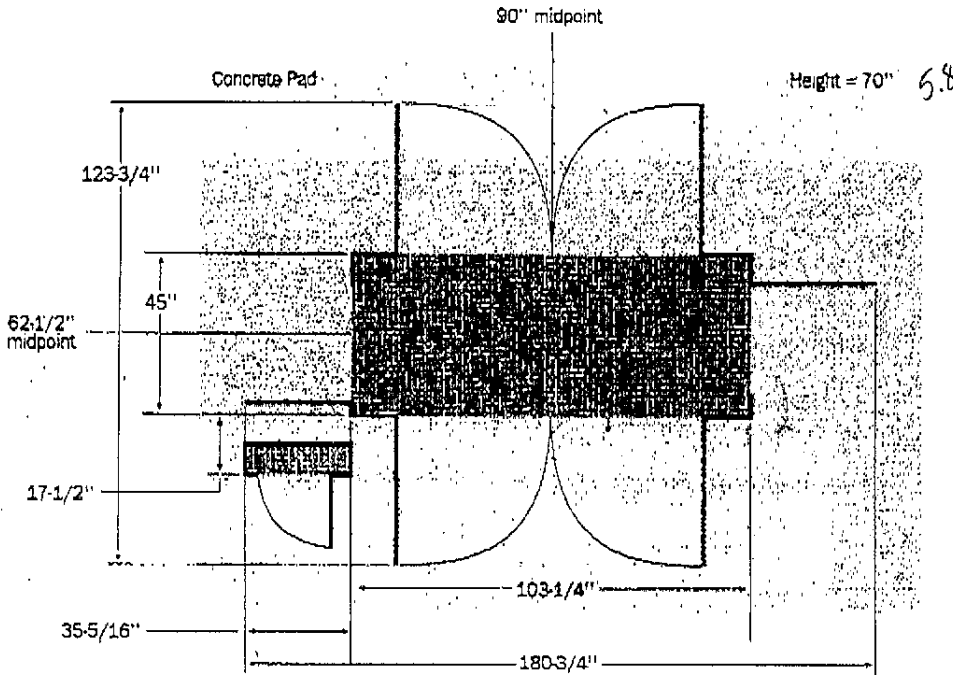
[SEAL]

My Commission Expires: 12-9-2002



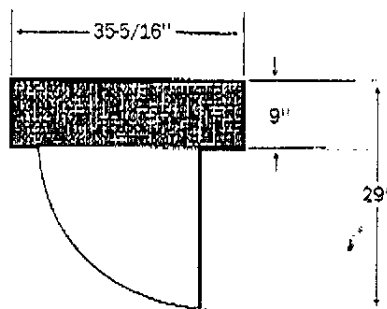
# EXHIBIT "A" page 1 of 2

## The Litespan® LSC-2030 Remote Terminal Outdoor Cabinet Right of Way



### LSC-2030

Pad dimensions and local right of way requirements may vary.  
Shown free-standing with optional Evergood power pedestal.



### POWER PEDESTAL



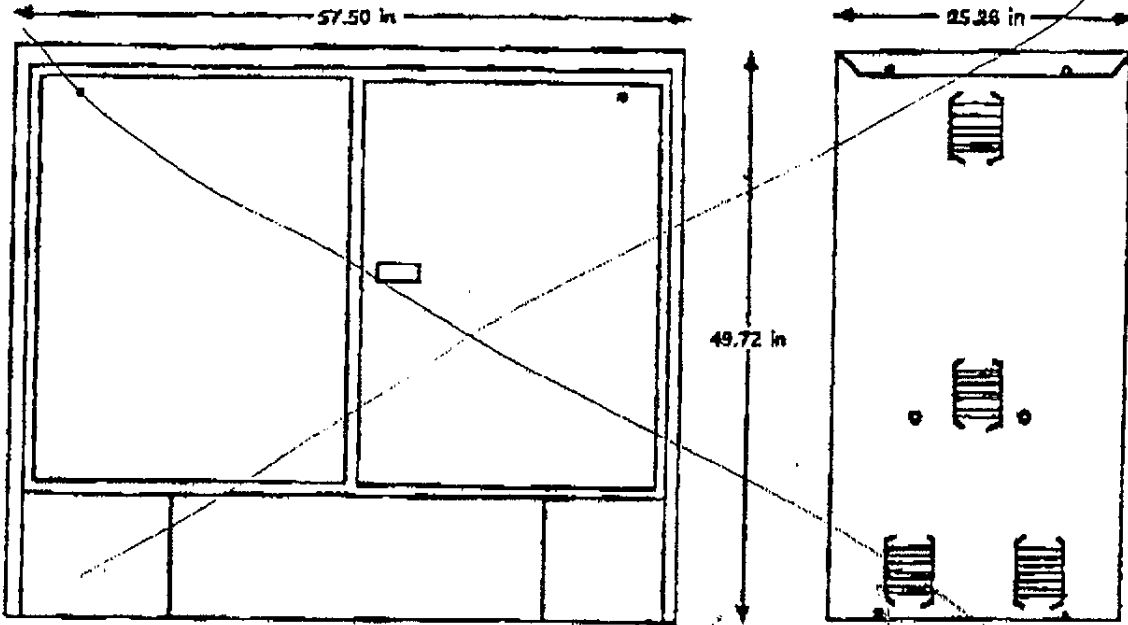
1000 Coit Road • Plano, Texas 75075 • (972) 519-3000 • 1-800-777-6804  
1420 McDowell Blvd, North • Petaluma, CA 94951 • (707) 793-7000

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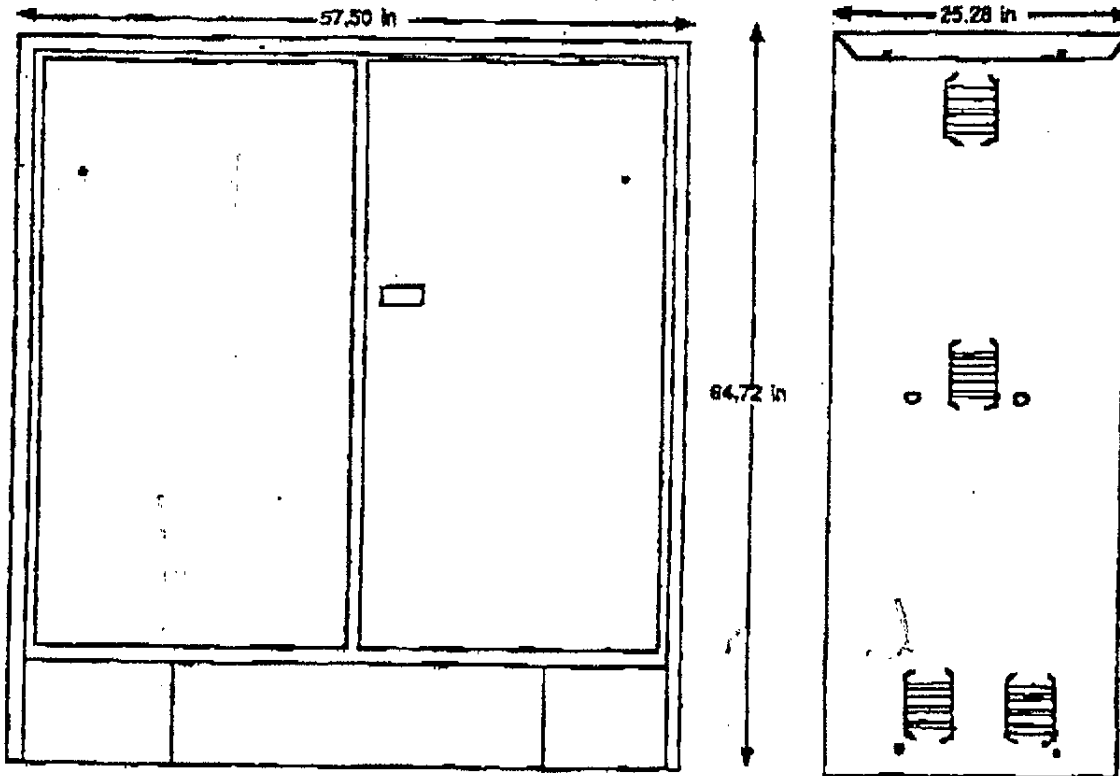
# EXHIBIT "A" page 2 of 2

OPLT # 1218

## 4220 GSP 1800/2700/3600



## 4220 KSP 2700/3600/5400



~~CONFIDENTIAL~~  
 DISCLOSURE AND DISTRIBUTION SOLELY TO THOSE INDIVIDUALS WITHIN  
 U S WEST AND AFFILIATE COMPANIES HAVING A NEED TO KNOW.



EXHIBIT "B"  
Page 1 of 3

That certain property situated in the State of Utah, county of Salt Lake, City of Murray described as follows:

Beginning at a point on the Westerly Right-of-Way line of 725 East Street, said point being South 92.58 feet, West 2.92 feet, and S00°01'56"E parallel with the monument line of 700 East Street 167.14 feet to the North right of way line of Interstate I-215, from the Northeast corner of the Southeast quarter of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence Westerly along said North line the following 4 courses: (1) North 88°56'00"W 418.44 feet; (2) N83°30'55"W 427.31 feet; (3) N08°17'01"E 25.00 feet; (4) N81°42'59"W 322.66 feet; thence N00°12'42"W 136.34 feet; thence S89°48'29"E 6.60 feet; thence N00°05'19"W 303.99 feet to the Southerly Right-of-Way line of Winchester Street; thence along said Southerly Right-of-Way line S84°35'37"E 265.49 feet; thence S0°06'34"E 119.69 feet; thence S84°45'00"E 322.06 feet; thence North 3.80 feet; thence S86°45'33"E 70.99 feet; thence N02°23'23"E 111.96 feet to said Southerly Right-of-Way line; thence along said Southerly Right-of-Way line S84°35'37"E 480.06 feet to the Westerly Right-of-Way line of 725 East Street; thence along said Westerly Right-of-Way line S01°46'52"E 460.05 feet to the point of beginning.

Contains 11.36 Acres or 494,978 Square Feet

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EXHIBIT b page 2 of 3

Property formerly described as follows in the County of Salt Lake, Utah:

Beginning at a point 40.00 feet perpendicularly distant Westerly from the centerline of 725 East Street, said point being South 92.58 feet, West 2.92 feet, and South 0 deg. 01'56" East parallel with the centerline of 700 East Street 167.14 feet to the North right of way line of Interstate I-215, from the Northeast corner of the Southeast quarter of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence Westerly along said North line the following 4 courses: (1) North 88 deg. 56'00" West 418.440 feet; (2) North 83 deg. 30'55" West 427.310 feet; (3) North 8 deg. 17'01" East

25.0 feet; (4) North 81 deg. 42'59" West 322.660 feet; thence North 0 deg. 12'43" West 136.339 feet; thence South 89 deg. 48'29" East 6.600 feet; thence North 0 deg. 05'19" West 317.992 feet; thence South 84 deg. 35'35" East 265.482 feet; thence South 0 deg. 06'34" East 133.683 feet; thence South 84 deg. 45'00" East 322.059 feet; thence North 3.80 feet; thence South 86 deg. 45'33" East 70.99 feet; thence North 2 deg. 23'23" East 125.889 feet; thence South 84 deg. 35'35" East 479.037 feet; thence South 01 deg. 46'52" East 474.071 feet to the point of beginning.

EXCEPTING THEREFROM those parcels conveyed to Murray City Corporation, in that certain Special Warranty Deed, recorded June 23, 1995, as Entry No. 6107036, in Book 7174, at Page 0943 of Official Records.

THE FOREGOING PARCEL MAY ALSO BE DESCRIBED AS FOLLOWS:

A parcel of property situated in the State of Utah, County of Salt Lake, City of Murray, being part of the Southeast quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described and bounded as follows:

Beginning at point on the Westerly right of way line of 725 East Street, said point being 40.00 feet perpendicularly distant from the existing centerline of 725 East Street, same said point of beginning being South 00 deg. 00'00" East a distance of 259.72 feet and South 90 deg. 00'00" West a distance of 3.02 feet from the East quarter corner of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 88 deg. 56'00" West a distance of 418.25 feet (formerly a record distance of 418.44 feet); thence North 83 deg. 30'55" West a distance of 427.31 feet; thence North 08 deg. 17'01" East a distance of 25.00 feet; thence North 81 deg. 42'59" West a distance of 322.66 feet; thence North 00 deg. 12'43" West, a distance of 136.39 feet; thence South 89 deg. 48'29" East a distance of 6.60 feet; thence North 00 deg. 05'19" West a distance of 303.94 feet (formerly a record distance of 317.992 feet) to the existing Southerly right of way line of 6400 South Street, (sometimes referred to as Winchester Street);

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CO. RECORDER

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EXHIBIT "B" page 3 of 3

thence South 84 deg. 35'37" East along said Southerly right of way line of 6400 South Street a distance of 265.49 feet (formerly a record bearing of South 84 deg. 35'35" East and a record distance of 265.482 feet); thence South 00 deg. 06'34" East a distance of 119.63 feet (formerly a record distance of 133.683 feet); thence South 84 deg. 45'00" East a distance of 322.06 feet (formerly a record distance of 322.059 feet); thence North 00 deg. 00'00" East a distance of 3.80 feet; thence South 86 deg. 45'33" East a distance of 70.99 feet; thence North 02 deg. 23'23" East a distance of 111.89 feet (formerly a record distance of 125.889 feet) to an existing Southerly right of way line of 6400 South Street; thence South 84 deg. 35'37" East along said Southerly right of way line of 6400 South Street a distance of 479.87 feet (formerly a record distance of 479.037 feet) to the Westerly right of way line of 725 East Street; thence South 01 deg. 46'52" East along said Westerly right of way line of 725 East Street a distance of 460.05 feet (formerly a record distance of 474.071 feet) to the point of beginning.

Property Address:

632 EAST WINCHESTER STREET  
MURRAY, UT 84107

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CO. RECORDER

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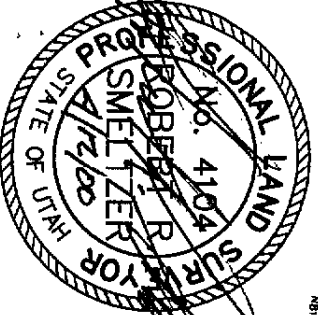
EXHIBIT "C"  
Page 1 of 2

EASEMENT DESCRIPTION

Commencing at a point on the Westerly Right-Of-Way line of 725 East Street, said point being South 92.58 feet, West 2.92 feet, and South 00°01'56" East parallel with the monument line of 700 East Street 167.14 feet to the North Right-Of-Way line of Interstate I-215, from the Northeast corner of the Southeast quarter of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence Westerly along said North line of the following 4 courses: (1) North 88°56'00" West 418.44 feet: (2) North 83°30'55" West 427.31 feet: (3) North 08°17'01" East 25.00 feet: (4) North 81°42'59" West 322.66 feet: thence North 00°12'42" West 136.34 feet; thence South 89°48'29" East 6.60 feet; thence North 00°05'19" West 283.99 feet to the POINT OF BEGINNING; thence continuing North 00°05'19" West a distance of 20.00 feet to the Southerly Right-Of-Way line of Winchester Street; thence along said Southerly Right of way line South 84°35'37" East a distance of 25.00 feet; thence South 00°05'19" East a distance of 20.00 feet; thence North 84°35'37" West a distance of 25.00 feet to the POINT OF BEGINNING.

Said tract contains an area of 0.011 acres or 498 square feet more or less.

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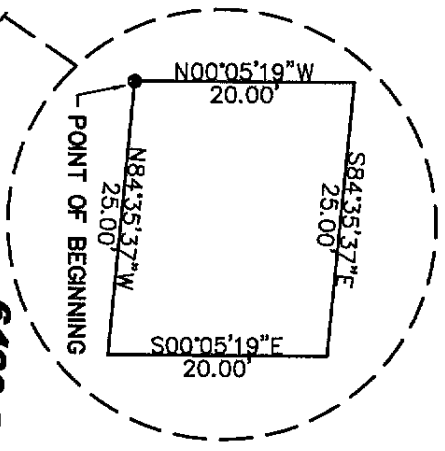
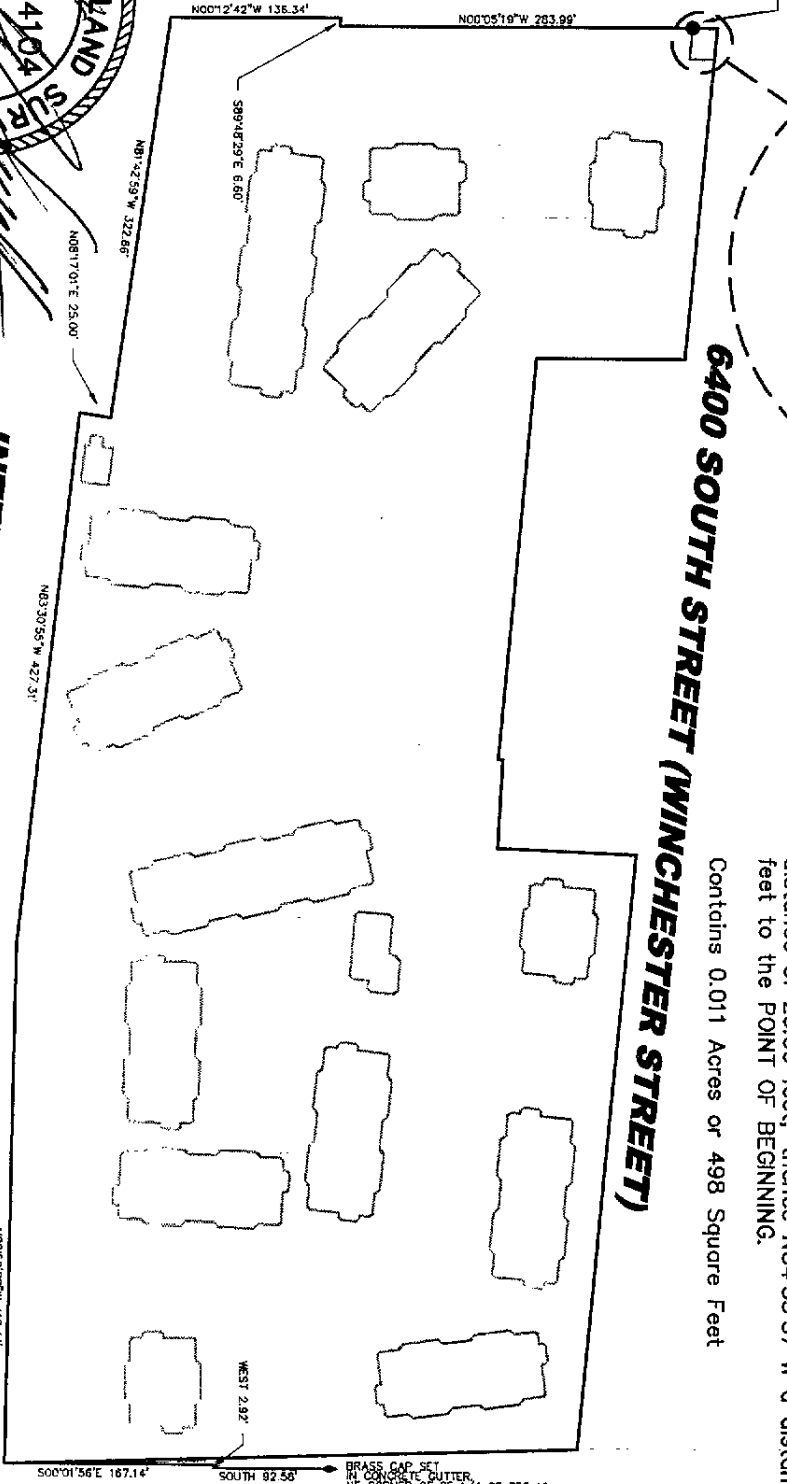
*Robert R. Smeltzer*

EXHIBIT "C" page 2 of 2

**JAMES POINT APARTMENT COMPLEX**

**INTERSTATE I-215**

**6400 SOUTH STREET (WINCHESTER STREET)**



Contains 0.011 Acres or 498 Square Feet

**EASEMENT DESCRIPTION**

Commencing at a point on the Westerly Right-of-Way line of 725 East Street, said point being South 92.58 feet, West 2.92 feet, and S00°01'56"E parallel with the monument line of 700 East Street 167.14 feet to the North Right-of-Way line of Interstate I-215, from the Northeast corner of the Southeast quarter of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence Westerly along said North line of I-215 the following 4 courses: (1) N88°56'00"W 418.44 feet; (2) N83°30'55"W 427.31 feet; (3) N08°17'01"E 25.00 feet; (4) N81°42'59"W 322.66 feet; thence N00°05'19"W 283.99 feet; thence S89°48'29"E 6.60 feet; thence N00°05'19"W 136.34 feet to the POINT OF BEGINNING; thence continuing N00°05'19"W a distance of 20.00 feet to the Southerly Right-of-Way line of Winchester Street; thence along said Southerly Right-of-Way line S84°35'37"E a distance of 25.00 feet; thence S00°05'19"E a distance of 20.00 feet; thence N84°35'37"W a distance of 25.00 feet to the POINT OF BEGINNING.

SCALE 1" = 150'



**725 EAST STREET**

BRASS CAP SET IN CONCRETE CUTTER RE CORNER OF SE 1/4 OF SEC 19 T2S, R1E, S1E&M

**ALTA SURVEYING**  
 (801) 288-4445  
 FAX 288-2080

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