

8667114

Recording requested by and  
when recorded return to:  
Electric Lightwave, LLC  
Attn: Legal Dept  
4400 NE 77<sup>th</sup> Ave  
Vancouver, WA 98662

8667114  
05/29/2003 03:41 PM 26.00  
Book - 8806 Pg - 3807-3815  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
KIRTON & MCCONKIE  
PO BOX 45120  
SLC UT 84145-0120  
BY: RDJ, DEPUTY - WI *RP.*

APN: 16-04-400-002

Space above for Recorder's Use Only

**TELECOMMUNICATIONS LINE EASEMENT**

University of Utah Institute  
Property No. 506-7448

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, with its principal office located at 50 East North Temple, Salt Lake City, Utah 84150 ("Grantor"), in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, hereby grants and conveys to ELECTRIC LIGHTWAVE, LLC, a Delaware limited liability corporation, with an office located at 4400 NE 77<sup>th</sup> Ave. Vancouver, Washington 98662 ("Grantee"), a non-exclusive easement over, through and across a portion of Grantor's real property located in Salt Lake County, State of Utah more particularly described in Exhibit "A," attached hereto and incorporated herein and depicted by shading on the site plan attached hereto and incorporated herein as Exhibit "B" ("Easement Property"), to install an underground telecommunications line (the "Telecommunications Line"), and thereafter maintain, operate, inspect, remove, replace, and protect the same, and for no other use or purpose, subject to the terms and conditions set forth herein.

**TO HAVE AND TO HOLD** the same unto the said Grantee so long as the Telecommunications Line shall be maintained and operated on the Easement Property.

Grantee's right to use the Easement Property shall be subject to the following, which shall be deemed covenants and restrictions running with the Easement Property and which upon the recordation of this instrument or the use of the Easement Property by Grantee shall be deemed agreed and acknowledged to by Grantee:

- (a) Grantee, and its successors and assigns, contractors, agents, servants, and employees ("Grantee's Parties") hereby accept the Easement Property in its "AS-IS" condition and "WITH ALL FAULTS."
- (b) Grantee and Grantee's Parties shall enter and use the Easement Property at their sole risk, and Grantee hereby releases Grantor from any claims, damages, expenses, liabilities, relating to the condition of the Easement Property or any damage to or interference with the

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Telecommunications Line due to any cause of event whatsoever. Grantor shall not be responsible or liable for any damage, harm or loss to the Telecommunications Line.

(c) Grantee shall properly design, install, maintain and repair the Telecommunications Line located on the Easement Property.

(d) The Telecommunications Line shall be located underground and only on, under and over such portion of the Easement Property as may be hereafter selected by Grantee.

(e) Grantee shall repair any portion of the Easement Property or Grantor's adjacent property damaged in the prosecution of any work by Grantee or Grantee's Parties, and shall otherwise restore the surface condition to the same or better condition that it was in prior to such work by Grantee or Grantee's Parties.

(f) Grantee's work on the Easement Property will not prevent or substantially interfere with pedestrian and vehicular access to Grantor's adjacent property.

(g) Grantee indemnifies, holds harmless and agrees to defend Grantor from and against any and all liens, encumbrances, costs (including reasonable attorneys' fees, discovery and investigative costs, witness fees and any other associated costs), demands, claims, judgments, and/or damage caused by or arising out of (i) the use of the Easement Property and any work performed on the Easement Property or Grantor's property by Grantee and Grantee's Parties, and (ii) any failure to abide by the terms of this document, including the failure to maintain the Telecommunications Line by Grantee and Grantee's Parties.

(h) The prevailing party in any legal proceedings shall be entitled to its reasonable attorneys' fees, investigative and discovery costs, witness and expert fees, copy costs, and other related costs from the other party.

(i) This document shall be governed by the laws of the State of Utah. Venue and jurisdiction to any legal proceedings related to this documents shall be in Salt Lake County, Utah.

(j) The easement granted herein shall be for the use and benefit of the Grantee, and may not be assigned or transferred by Grantee; provided that the easement may be assigned to: (1) the purchaser of substantially all of Grantee's assets or to the surviving entity in the event of a merger, and (2) to any entity controlling, controlled by and under common control with Grantee. The easement shall run with the land.

(k) Grantee's use of the Easement Property is subject to: (i) any state of facts which an accurate survey or physical inspection of the Easement Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (iv) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee acknowledges and agrees that the Easement Property and Grantee's use thereof is currently subject to other easements and the rights of the other easement holders. Grantee acknowledges that a portion of the Easement Property described herein is located on property not owned by

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Grantee. As such, the grant of the easement described herein is made without warranty or representation of any kind by Grantor.

(l) Grantor retains the right to use the Easement Property for any purpose not inconsistent with the purpose for which this Easement is granted to Grantee.

IN TESTIMONY WHEREOF, witnesses signature of Grantor and Grantee this 28<sup>th</sup> day of May, 2003.

"Grantor"



CORPORATION OF THE PRESIDING BISHOP  
OF THE CHURCH OF JESUS CHRIST OF  
LATTER-DAY SAINTS, a Utah corporation sole

By: Terry F. Rudd  
Name (Print) TERRY F. RUDD  
Its: Authorized Agent

"Grantee"

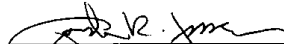
ELECTRIC LIGHTWAVE, LLC.  
a Delaware limited liability corporation

By: Charles L. Best  
Name (Print) CHARLES L. BEST  
Its: Vice President

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

On this 25<sup>th</sup> day of MAY, 2003, personally appeared before me TERRY F. RUDD, personally known to me to be the Authorized Agent of the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah Corporation Sole, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said Corporation, that the seal impressed on the within instrument is the seal of said corporation, and the said TERRY F. RUDD acknowledged to me that the said Corporation executed the same.

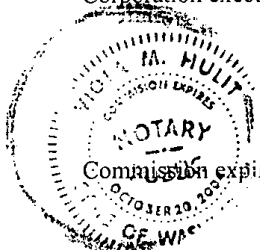


  
Notary Public for Utah

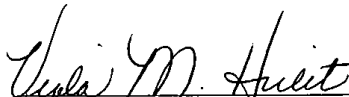
Commission expires: 9-25-04

STATE OF WASHINGTON )  
 :SS  
COUNTY OF CLARK )

On this \_\_\_ day of May, 2003, personally appeared before me **Charles L. Best**, personally known to me to be the Vice President of Electric Lightwave, LLC., a Delaware limited liability corporation, who acknowledged to me that he signed the foregoing instrument as Vice President for said Corporation, and the said Charles L. Best acknowledged to me that the said Corporation executed the same.



Commission expires: October 20, 2004

  
Notary Public for Washington

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**Exhibit "A"**

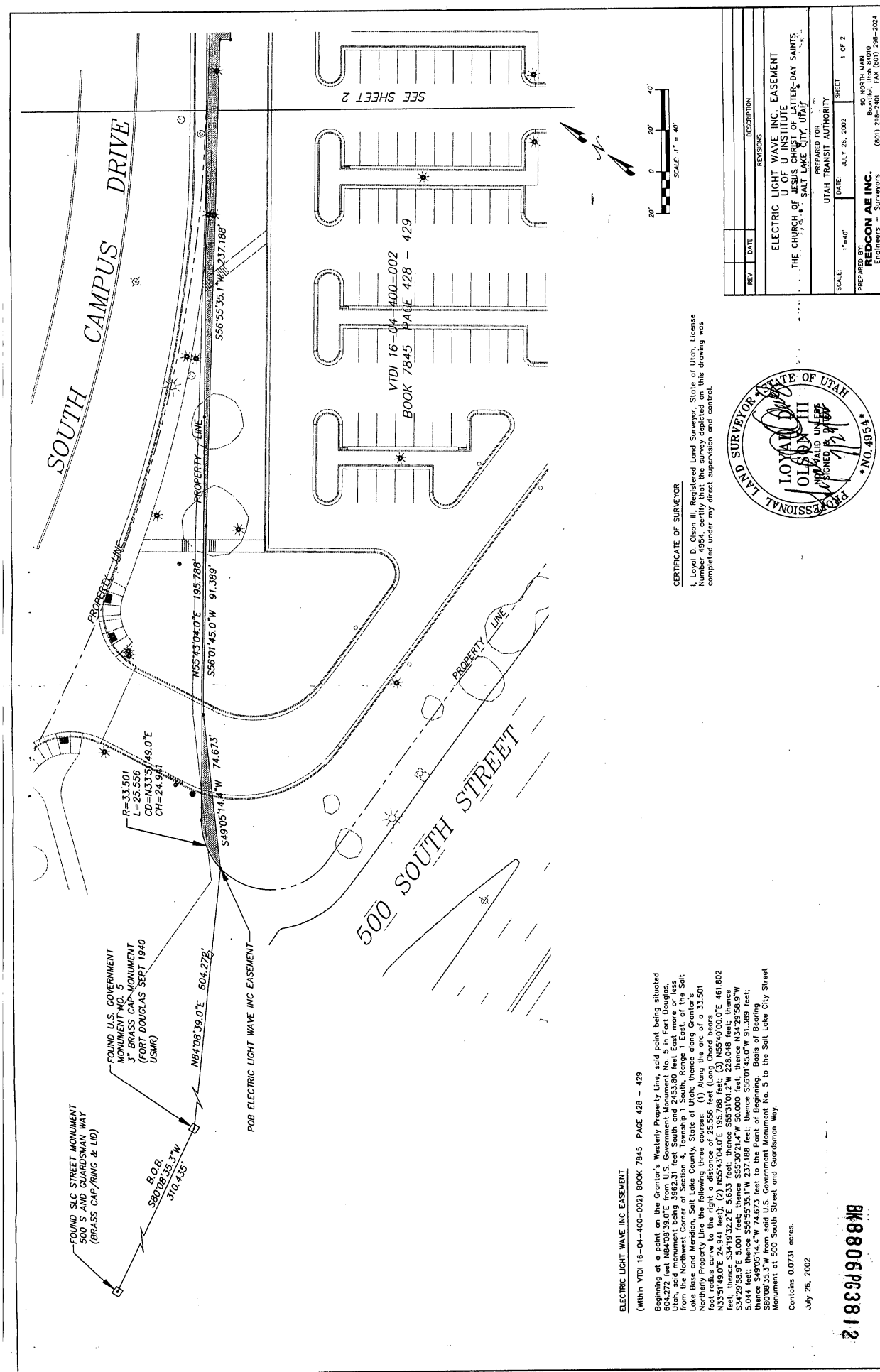
(Easement Property)

Beginning at a point on the Grantor's Westerly Property Line, said point being situated 604.272 feet North 84°08'39.0" East from U.S. Government Monument No. 5 in Fort Douglas, Utah, said monument being 3962.31 feet South and 2453.80 feet East more or less from the Northwest Corner of Section 4, Township 1 South, Range 1 East, of the Salt Lake Base and Meridian, Salt Lake County, State of Utah; thence along Grantor's Northerly Property Line the following three courses: (1) Along the arc of a 33.501 foot radius curve to the right a distance of 25.556 feet (Long Chord bears North 33°51'49.0" East 24.941 feet); (2) North 55°43'04.0" East 195.788 feet; (3) North 55°40'00.0" East 461.802 feet; thence South 34°19'32.2" East 5.633 feet; thence South 55°31'01.2" West 228.048 feet; thence South 34°29'58.9" East 5.001 feet; thence South 55°30'21.4" West 50.000 feet; thence North 34°29'58.9" West 5.044 feet; thence South 56°55'35.1" West 237.188 feet; thence South 56°01'45.0" West 91.389 feet; thence South 49°05'14.4" West 74.673 feet to the Point of Beginning. Basis of Bearing South 80°08'35.3" West from said U.S. Government Monument No. 5 to the Salt Lake City Street Monument at 500 South Street and Guardsman Way.

Contains 0.0731 acres.

July 26, 2002

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FOUND SLC STREET MONUMENT  
500 S AND GUARDSMAN WAY  
(BRASS CAP/RING & LID)

FOUND U.S. GOVERNMENT  
MONUMENT NO. 5  
3" BRASS CAP-MONUMENT  
(FORT DOUGLAS SERT 1940  
USNR)

B.O.B.  
S80°08'35.3"W  
J10.435'

N84°08'39.0"E 604.276'

POB ELECTRIC LIGHT WAVE INC EASEMENT

VTDL 16-04-400-002  
BOOK 7845 PAGE 428 - 429

500 SOUTH STREET

SOUTH CAMPUS DRIVE

**ELECTRIC LIGHT WAVE INC EASEMENT**

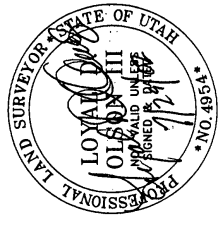
(Within VTDL 16-04-400-002) BOOK 7845 PAGE 428 - 429

Beginning at a point on the Grantor's Western Property Line, said point being situated 24.72 feet East and 33.501 feet South of the center of the monument being 3982.31 feet South and 2463.80 feet East more or less from the Northwest Corner of Section 4, Township 1 South, Range 1 East, of the Salt Lake Base and Meridian, Salt Lake County, State of Utah; thence along Grantor's Northern Property Line the following three courses: (1) along the arc of a 33.501 foot radius circle, bearing S34°19'32.2"E 5.633 feet; thence S55°31'01.2"W 226.048 feet; thence S34°29'58.9"E 5.001 feet; thence S55°30'21.4"W 50.000 feet; thence N34°29'58.9"W 5.044 feet; thence S56°55'35.1"W 237.188 feet; thence S56°01'45.0"W 91.389 feet; thence S52°14'4" West to the center of the monument being Monument No. 5 to the Salt Lake City Street Monument at 500 South Street and Guardsman Way.

Contains 0.0731 acres.  
July 26, 2002

**CERTIFICATE OF SURVEYOR**

I, Loyal D. Olson III, Registered Land Surveyor, State of Utah, License Number 4954, certify that the survey depicted on this drawing was completed under my direct supervision and control.



REV.	DATE	DESCRIPTION

REVISIONS

**ELECTRIC LIGHT WAVE INC. EASEMENT**  
U OF U INSTITUTE  
THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS  
SALT LAKE CITY, UTAH

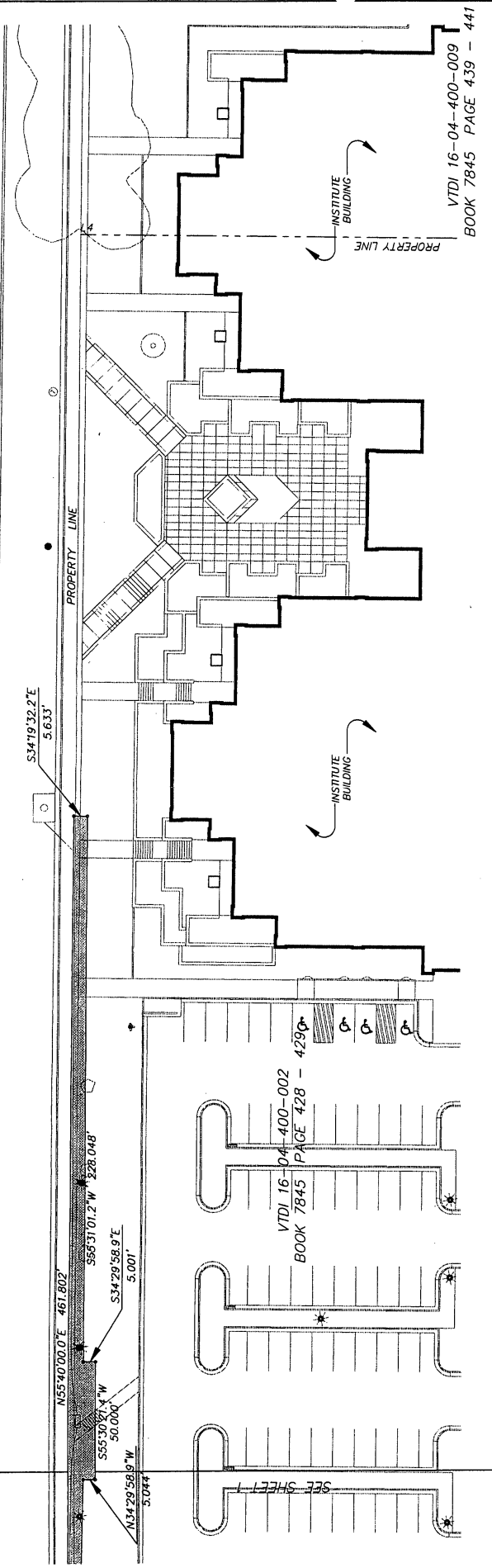
PREPARED FOR:  
UTAH TRANSIT AUTHORITY

SCALE: 1"=40'  
DATE: JULY 26, 2002  
SHEET 1 OF 2

PREPARED BY:  
**COCON AE INC.**  
Engineers - Surveyors  
90 NORTH MAIN  
SALT LAKE CITY, UTAH 84103  
(801) 288-2401 FAX (801) 398-2024

8K86069888B

SOUTH CAMPUS DRIVE



VTDI 16-04-400-009  
BOOK 7845 PAGE 439 - 441

VTDI 16-04-400-002  
BOOK 7845 PAGE 428 - 429



REV	DATE	DESCRIPTION

REVISIONS

ELECTRIC LIGHT WAVE INC. EASEMENT  
OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS  
PREPARED FOR  
SALT LAKE CITY, UTAH

UTAH TRANSIT AUTHORITY

SCALE: 1"=40' DATE: JULY 26, 2002 SHEET 2 OF 2

PREPARED BY: REDCON AE INC.  
Engineers - Surveyors

BY: MARTIN MANN  
Boulder, Utah 84010  
(801) 288-2401 FAX (801) 288-2024

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