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ENT 89201:2011 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2011 Dec 13 9:24 am FEE 16.00 BY SW
RECORDED FOR INDECOMM HOLDINGS



After Recording, Mail to:
Indecomm Global Services
2925 Country Drive
T-Mobile St. Paul, MN 55117
2625 S. Plaza Drive, Suite 400
Tempe, AZ 85282
Attn: Lease Administrator
Site No. SL01754E
APN 45-186-0005

77394134-02

rec. 2nd

Easement

EASEMENT AGREEMENT

The Undersigned Grantor for good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to Qwest Corporation, Inc., a Colorado Corporation, hereinafter referred to as "Grantee", 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 Utah, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

A right of way for a telecommunications line 10 feet in width being 5 feet on each side of the following described line;

A right of way for a telecommunications line 10 feet in width being 5 feet on each side of the following described line;

Beginning at an existing telephone box, on the Grantor's land at a point S.82°02'26".E 269.9 feet, more or less, from the north quarter corner of Section 27, T.6S., R2E., SLM., thence South 16.9 feet, thence West 118.3 feet, more or less, thence South 90.2 feet, more or less, on said land and being in the NW ¼ of the NE ¼ of said Section 27.

Grantee shall have the right of ingress and egress over and across the land of the 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: (i) as a result of Grantee's negligent exercise of the rights and privileges herein granted, or (ii) as a result of any other negligent or intentional action undertaken by Grantee, its successors, assigns, lessees, licensees, employees, or agents. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

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 land the Grantor has any interest.



Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement area and no change will be made by grading or otherwise to the surface or subsurface of the easement area or to the ground immediately adjacent to the easement area.

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.

Grantee will promptly replace or repair any landscaping that may become damaged due to installation or other work or action undertaken by Grantee, its successors, assigns, lessees, licensees, employees, or agents.

Signed and delivered this 24th day of October, A.D., 2007.

Grantors: Boyer Lake Point, L.C.

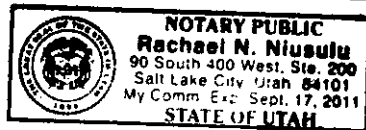
By: [Signature] Devon N. Glenn

By: Boyer Lake Point, L.C.

STATE OF UTAH _____)

COUNTY OF Utah Salt Lake

On the 24th day of October, 2007, personally appeared before me Devon N. Glenn, 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 24th day of October, 2007.

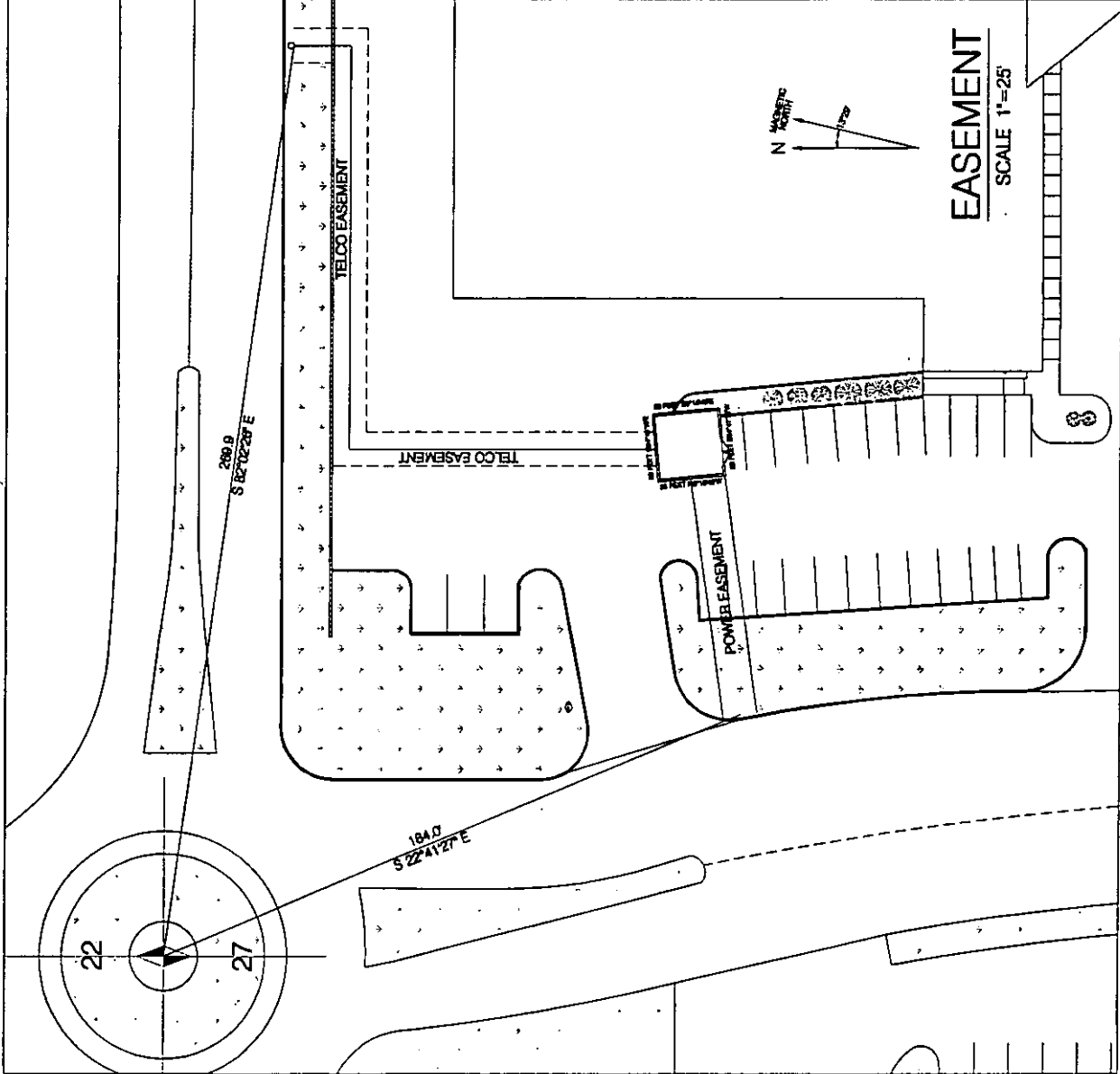


[Signature]
Notary Public
Rachael N. Niusulu



•U02276165•

1654 11/17/2011 77394134/2



NARRATIVE

THE PURPOSE OF THIS EASEMENT IS TO DESCRIBE A RIGHT OF WAY FOR UTILITIES.

EASEMENT LEGAL DESCRIPTION

A right of way for a telecommunications line 10 feet in width being 5 feet on each side of the following described line;

Beginning at an existing telephone box, on the Grantors land at a point S.82°10'23" E. 269.9 feet, more or less, from the north quarter corner of Section 27, T.6S., R.2E., S.L.M., thence South 18.9 feet, thence West 118.3 feet, more or less, thence South 90.2 feet, more or less, on said land and being in the NW 1/4 of the NE 1/4 of said Section 27.

A right of way for an electrical utility service 10 feet in width being 5 feet on each side of the following described line;

Beginning at point that lies S.22°41'27" E. 184.0 feet, more or less, from the north quarter corner of Section 27, T.6S., R.2E., S.L.M., thence N.62°52'1" E. 70.2 feet, more or less, on said land and being in the NW 1/4 of the NE 1/4 of said Section 27.

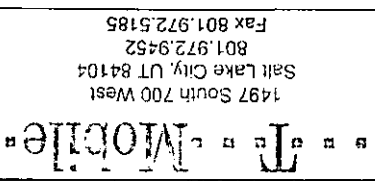
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DATE: 5-14-08
DRAWN BY: TWT/COAKLEY
CHECKED BY: ERIC COAKLEY
FILE: 1.MOBILE/CPURT CITY-CRM

REVISIONS

DATE	DESCRIPTION	INITIALS
5-18-2009	ZONING DRAWINGS	TWT
8-4-2009	ROTATED EQUIPMENT	TWT
2-27-2007	REVISED ZON	TWT
5-29-2007	CONSTRUCTION DIMS	TWT

NOT VALID UNLESS SIGNED


 1497 South 700 West
 Salt Lake City, UT 84104
 801.972.9452
 Fax 801.972.5185

CONSULT: LANDMARK UTILITIES INC

800 EAST 4500 SOUTH SUITE 312
 SUITE 312
 SALT LAKE CITY, UTAH 84107
 801-288-4033

SITE NUMBER:
SL01754E
 380 W UNIVERSITY PARKWAY
 OGDEN, UT 84403

EASEMENT