

9047953

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04/29/2004 11:25 AM 14.00
Book - 8980 Pg - 3633-3635
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QWEST
1425 W 3100 S
SLC UT 84119
BY: ZJH, DEPUTY - WI 3 P.

RECORDING INFORMATION ABOVE

R/W # 04-103-014T

EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Three thousand five hundred dollars (3,500.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to Qwest Corporation, a Colorado corporation, hereinafter referred to as "Grantee", whose address is 1425 West 3100 South, West Valley City, Utah 84119, 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 Salt Lake, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

10' BQA

10' BQA

Beginning at the Southwest corner of Lot 1, Time Square Subdivision, thence East ~~25~~ feet; thence North 10 feet; thence West ~~25~~ feet; thence South 10 feet to point of beginning. Located in the Southwest Quarter of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian.

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above-described property 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.

Grantor reserves the right of 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 the Grantor has any interest and will warrant and defend title to the land against all claims.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement.

Page 1 of 2 BQA
Initial

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.

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.

Grantor: Brian Q. Adair

Grantor: _____

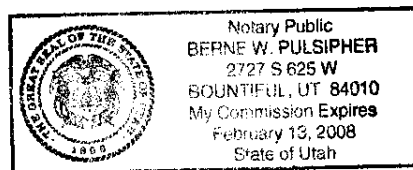
STATE OF UTAH)
 SS
COUNTY OF SALT LAKE

On the 6th day of APRIL, 2004, personally appeared before me BRIAN Q ADAIR, 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 6th day of APRIL, 2004.

Berne W. Pulsipher
Notary Public

Job No. 426A948, Exc. Draper, ¼ Sec.SW, Sec. 24, T3S, R1W, SLB&M, Parcel. No. 2724351009

When Recorded Mail To: Qwest Corporation, 1425 West 3100 South, West Valley City, Utah 84119



RIGHT-OF-WAY NO. 04-103-0141T.

JOB NO. 426A 948

EXCHANGE RIVERVIEW