

9448845

9448845
08/02/2005 10:08 AM \$12.00
Book - 9167 Pg - 9457-9458 A
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QWEST
1425 W 3100 S
SLC UT 84119
BY: ZJM, DEPUTY - WI 3p.

RECORDING INFORMATION ABOVE

R/W # 05-203-01UT

EASEMENT AGREEMENT

The Undersigned Grantor for and in consideration of FIVE HUNDRED dollars (\$500.00), the receipt of whereof is hereby acknowledged, does 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, an easement for the initial placement, maintenance, repair, upgrade, and removal of one underground telephone cable at 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:

The North 5.00 feet of Lot 14, Pleasant View Heights Addition Subdivision, being a part of the Northwest Quarter of Section 26, Township 1 South, Range 1 East, Salt Lake Base and Meridian.


The telephone cable must be placed in a protective conduit and may not be placed anywhere other than underground.

Grantee will have the reasonable right of ingress and egress over and across the above-described property as may be necessary for the initial placement, maintenance, repair, upgrade, and removal of the underground cable, subject to the condition that Grantee must provide the Grantor with reasonable notice before entering the property. One of the purposes for this condition is to afford Grantor the opportunity to secure pets to prevent them from escaping or coming into contact with Grantee's personnel.

Grantee will indemnify Grantor for all damage caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. In the event Grantee removes or disturbs landscaping or other property improvements in order to initially place, maintain, repair, upgrade, or remove the underground cable, Grantee shall restore the landscaping or other improvements to the condition prior to Grantee's use.

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

Page 1 of 2


Initial

Grantor covenants that it is 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 will inure to the benefit of and be binding upon the heirs, executors, administrators, successors, lessees, licensees, 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 will be conducted in the county where the property is located.

Signed and delivered this 21 day of July, A.D., 20 05.

Grantor: **Jane W. Larson Family Revocable Trust**

By: Jane W. Larson Family Rev Trust
Jane W. Griggsby

STATE OF UTAH)

SS

COUNTY OF SALT LAKE)

On the 21ST day of JULY, 2005, personally appeared before me JANE W. GRIGSBY, 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 21ST day of JULY, 20 05.



Michael Johnson
Notary Public

ROUTINE - SALT LAKE SOUTH - NW1/4 Sec 26 T1S, R1E, SLB&M - PARCEL: 16-26-103-018
16-26-103-019

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

Page 2 of 2 gr
Initial

RIGHT-OF-WAY NO. RW 05-203-010T

JOB NO. ROUTINE

EXCHANGE SALT LAKE SOUTH

SALT LAKE
\$1400

