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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SKIP HARRISON - MCI
2400 N GLENVILLE DR
RICHARDSON TX 75802
BY: NCT, DEPUTY - MA 9 P.

Return to:

9-2
Skip Harrison
MCI
Dept. 42855/107
2400 N. Glenville Drive
Richardson, TX 75802

RIGHT OF WAY AND EASEMENT AGREEMENT

Grantor: Richard James Thompson and Janet Van Horne Thompson

Grantee: MCI Worldcom Network Services, Inc.

Parcels #1523151003 and #1523151004

**Salt Lake City
County of Salt Lake
State of Utah**

RIGHT OF WAY AND EASEMENT AGREEMENT

THIS RIGHT OF WAY AND EASEMENT AGREEMENT, is made by and between Richard James Thompson and Janet Van Horne Thompson, Co-Trustees of the Thompson Family Trust UDT dated August 14, 1987 as to an undivided 50% interest and Richard J. Thompson and Janet V. Thompson, Co-Trustees of the Trust Established under the Will of William F. Steigerwald dated February 24, 1961, as to an undivided 50% interest, having an address at 421 Centennial Circle, Park City, Utah 84060 (herein "Grantor") and **MCI WORLDCOM NETWORK SERVICES, INC.**, a Delaware corporation, having an office at 2400 North Glenville Drive, Richardson, Texas 75082 (herein "Grantee").

W I T N E S S E T H:

THAT, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, sells and conveys to Grantee, its successors and assigns, a perpetual right of way and easement to install, maintain and operate a telecommunications transmission system consisting of wires, cables and other related fixtures, equipment, marker posts and appurtenances deemed necessary or appropriate by Grantee, in, under, upon, over and across a strip of land located in the County of Salt Lake, State of Utah, and being more particularly described on Exhibit A, attached hereto and made a part hereof (herein "Easement Property"); said Easement Property being located within property owned by Grantor pursuant to that certain Special Warranty Deed dated September 8, 2004 and filed of record on September 15, 2004, in the Real Property Records of Salt Lake County in Book 9037, Pages 8613-8621, and being more particularly described in Exhibit B attached hereto and made a part hereof (herein "Grantor's Property");

TOGETHER with the rights and easements, privileges and appurtenances over and across Grantor's Property necessary or convenient for the full enjoyment and use of the rights herein granted, including, but not limited to, the rights of ingress and egress over and across Grantor's Property to and from the Easement Property.

Grantor hereby represents and warrants that it is the sole owner in fee simple of Grantor's Property and that it has the lawful right and authority to grant the right-of-way and easement conveyed herein.

Grantor hereby gives to Grantee, its employees, agents and invitees, the right to enter upon Grantor's property effective from the date hereof for the purpose of conducting preliminary soil and engineering tests thereon.

Grantee agrees that all cable, wire or conduit installed underground shall be buried below normal cultivation depth. Grantee further agrees to pay the reasonable amount of any actual damage

to growing crops, timber, fences or other structural improvements located outside the Easement Property and caused by the construction or maintenance activities of Grantee.

In the event any of Grantee's telecommunications transmission system should interfere with the future development of Grantor's Property, Grantee, upon written request of Grantor, shall within a reasonable period of time and at the sole cost of Grantee, make such rearrangements, reallocations or adjustments of Grantee's telecommunications transmission system or any part or parts thereof, as may be necessary to eliminate said interference with such development; provided that (1) Grantor shall grant to Grantee, without cost to Grantee, such new right of way as may be necessary to accommodate said adjustments and (2) Grantee shall not be required to make, at Grantee's cost and expense, more than one rearrangement, relocation, or adjustment of any of its telecommunications transmission system. Notwithstanding the foregoing, in the event Grantee is required to make changes in order to accommodate any third party user of Grantor's Property, Grantor shall require that third party to reimburse Grantee for its expenses in making such changes.

TO HAVE AND TO HOLD the easement and rights of way granted herein unto Grantee, together with the right to assign or transfer the said easement and rights of way, in whole or in part. Grantor hereby binds itself, its successors and assigns, to warrant and forever defend all and singular the easement and rights of way granted herein unto Grantee, its successors and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 27th day of May, 2000.

WITNESS (if required):

GRANTOR:

Richard James Thompson and Janet Van Horne Thompson, Co-Trustees of the Thompson Family Trust UDT dated August 14, 1987 as to an undivided 50% interest and Richard J. Thompson and Janet V. Thompson, Co-Trustees of the Trust Established under the Will of William F. Steigerwald dated February 24, 1961, as to an undivided 50% interest

Richard James Thompson
Printed Name:

[Signature]
Printed Name: Richard James Thompson
Title: Co-Trustee of the Thompson Family Trust UDT dated August 14, 1987

Janet Van Horne Thompson
Printed Name:

[Signature]
Printed Name: Janet Van Horne Thompson
Title: Co-Trustee of the Thompson Family Trust UDT dated August 14, 1987

Richard J. Thompson
Printed Name:


[Signature]
Printed Name: Richard J. Thompson
Title: Co-Trustee of the Trust Established under the Will of William F. Steigerwald dated February 24, 1961


Janet V. Thompson
Printed Name:

[Signature]
Printed Name: Janet V. Thompson
Title: Co-Trustee of the Trust Established under the Will of William F. Steigerwald dated February 24, 1961

WITNESS (if required):

MCI WORLDCOM NETWORK
SERVICES, INC.


Printed Name: Don Wheeler

By: 
Printed Name: Don Nirschenhofer
Title: Manager Right of Way

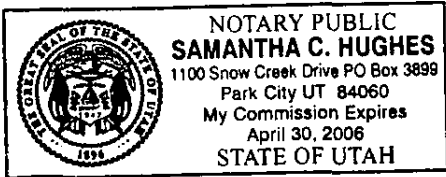
ACKNOWLEDGMENTS

STATE OF Utah

SS.

COUNTY OF Summit

⁵ The foregoing instrument was acknowledged before me this 5 day of April, 2004, by Richard James Thompson, Co-Trustee of the Thompson Family Trust UDT dated August 14, 1987.



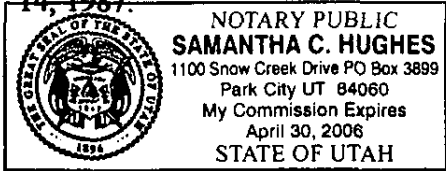
Samantha C. Hughes
Name: Samantha C. Hughes
Title: Notary Public

STATE OF Utah

SS.

COUNTY OF Summit

⁵ The foregoing instrument was acknowledged before me this 5 day of April, 2004, by Janet Van Horne Thompson, Co-Trustee of the Thompson Family Trust UDT dated August 14, 1987.



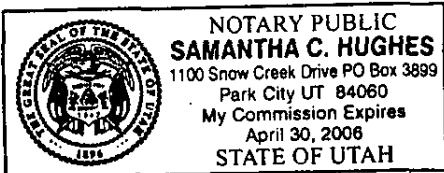
Samantha C. Hughes
Name: Samantha C. Hughes
Title: Notary Public

STATE OF Utah

SS.

COUNTY OF Summit

⁵ The foregoing instrument was acknowledged before me this 5 day of April, 2004, by Richard J. Thompson, Co-Trustee of the Trust Established under the Will of William F. Steigerwald dated February 24, 1961.



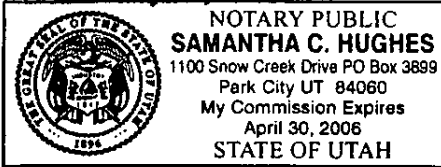
Samantha C. Hughes
Name: Samantha C. Hughes
Title: Notary Public

STATE OF Utah

SS.

COUNTY OF Summit

The foregoing instrument was acknowledge before me this 5 day of April, 2004⁵, by Janet V. Thompson, Co-Trustee of the Trust Established under the Will of William F. Steigerwald dated February 24, 1961.



Samantha C. Hughes
Name: Samantha C. Hughes
Title: Notary Public

STATE OF TEXAS

SS.

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 27th day of MAY, 2004⁵, by DON HERSCHEHOFER, MANAGER/RightWay of MCI WORLDCOM Network Services, Inc.

Celia H Poole
Name:
Title:

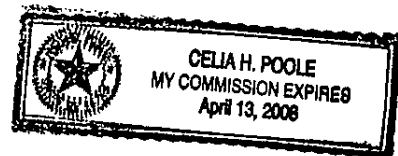
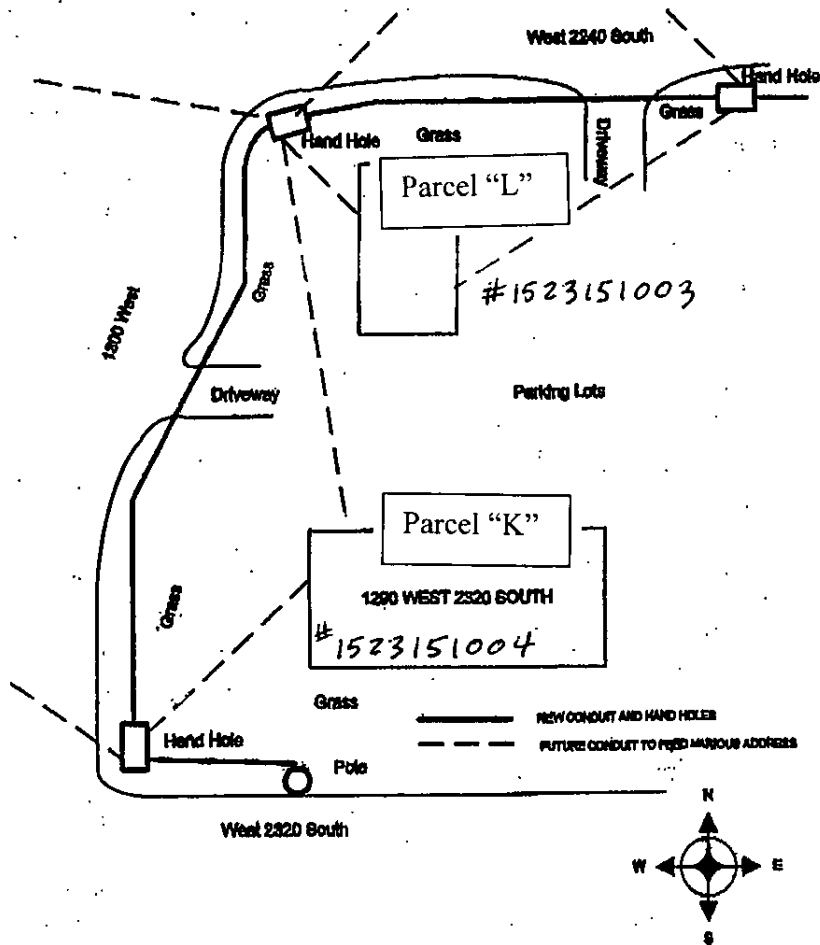


EXHIBIT A

Five (5) Foot Wide Easement
Across
Parcels K and L, Book 9037, Page 8613-8621, Salt Lake County, Utah



Being a five (5) foot wide easement centered over a fiber optic cable situated in Salt Lake County, Utah, in the Northwest Quarter of Section 23, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and being part of Parcel K and Parcel L as described in a Special Warranty Deed recorded in Book 9037, Page 8613-8621 of the Salt Lake County Deed Records, and being more particularly described as follows:

Beginning at a point centered over the intersection of a fiber optic cable and the east line of the above described Parcel L and being approximately seven (7) feet south of the back of curb on the south side of West 2240 South Street;

Thence Westerly along the south side of West 2240 South Street and centered over the fiber optic cable lying approximately seven feet from the back of curb a distance of approximately 180 feet to a handhole located near the southeast corner of the intersection of West 2240 South Street and 1300 West Street;

Thence Southerly along the east side of 1300 West Street and centered over the fiber optic cable lying approximately seven feet east of the back of curb a distance of approximately 475 feet to a handhole located near the northeast corner of 1300 West Street and West 2320 South Street;

Thence Southeasterly along the north side of West 2320 South Street and centered over the fiber optic cable a distance of approximately 30 feet to and terminating at a power pole (Pole #230601) on the north side of West 2320 South Street.

EXHIBIT B

From the Special Warranty Deed recorded at Book 9037, Page 8613
Deed Records of Salt Lake County, Utah

Harkonnen Acquisitions LLC, an Alaska limited liability company as to an undivided 28.5% interest

L Mstro LLC, an Alaska limited liability company, as to an undivided 16.5% interest

Bello LLC, an Alaska limited liability company as to an undivided 12.5% interest

JL Ventures, LLC, an Alaska limited liability company as to an undivided 42.5% interest organized and existing under the laws of the State of Alaska,

as GRANTORS, hereby conveys and warrants against all claiming by, through or under it to

Richard James Thompson and Janet Van Horne Thompson, Co-Trustees of the Thompson Family Trust UDT dated August 14, 1987 as to an undivided 50% interest

and

Richard J. Thompson and Janet V. Thompson, Co-Trustees of the Trust Established under the Will of William F. Steigerwald dated February 24, 1961, as to an undivided 50% interest

as GRANTEES, of County of Summit, State of Utah, for the sum of TEN DOLLARS and other good and valuable consideration the following described tract of land in Salt Lake County, State of Utah:

PARCEL K:

Beginning South 00°02'35" West 1,579.03 feet along the Quarter Section line and East 2,769.18 feet from the Northwest Corner of the Northeast Quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence East 279.15 feet; thence South 234.29 feet to the Northerly right-of-way line of 2320 South Street; thence South 89°55'00" West 291.88 feet along said Northerly right-of-way line of 2320 South Street; thence Westerly and Northerly 22.28 feet along the arc of a 28.00 foot non-tangent radius curve to the right (long chord bears North 22°52'39" West 21.70 feet); thence North 00°05'08" West 130.00 feet; thence Northeasterly 88.18 feet along the arc of a 179.87 foot radius curve to the right (long chord bears North 13°57'41" East 87.30 feet) to the point of beginning.

PARCEL L:

Beginning South 00°02'35" West 1,363.12 feet along the Quarter Section line and East 2,813.03 feet from the Northwest Corner of the Northeast Quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence Northeasterly 19.46 feet along the arc of a 15.00 foot radius curve to the right (long chord bears North 37°09'43" East 18.12 feet); thence North 74°19'26" East 120.11 feet; thence Northeasterly 45.71 feet along the arc of a 167.08 foot radius curve to the right (long chord bears North 82°09'43" East 49.57 feet); thence East 8.26 feet; thence South 269.02 feet; thence West 230.01 feet; thence North 28°00'22" East 51.52 feet; thence Northerly 107.78 feet along the arc of a 220.49 foot radius curve to the left (long chord bears North 14°00'11" East 106.71 feet); thence North 66.89 feet to the point of beginning.

Parcel K and L are:

Together with the Non-Exclusive Rights-of-Way and Easements created in that certain Declaration of Easement, Covenants and Restrictions (Mstro Business Park-Phase II) recorded November 12, 1986 as Entry No. 4347986 in Book 5839 at Page 682 of Official Records, and in any amendments and/or supplements thereto.

POOR COPY -
CO. RECORDER