

9905565  
11/13/2006 10:47 AM \$14.00  
Book - 9379 Pg - 52-54  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
QWEST  
1425 W 3100 S BY: ZJM  
SLC UT 84119  
BY: ZJM, DEPUTY WI 3 P. 3p.


RECORDING INFORMATION ABOVE

R/W # 06-189-01UT

  
\$1000.00

EASEMENT AGREEMENT

ONE THOUSAND DOLLARS

  
RV

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of ~~\$599~~ dollars (~~FIVE HUNDRED NINETY-NINE DOLLARS~~) 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:


**A 3.00 foot wide Qwest easement located in the southeast corner of Lot 2, Diamond Lil's Subdivision, situate in the Northeast Quarter of Section 12, Township 3 South, Range 1 West, S.L.B.&M, with the north line being further described as follows, and as shown in Exhibit 'A', attached hereto and made a part of:**

**Beginning at a point of intersect of State Street's "new" westerly road right-of-way line and the north line Lot 2, Diamond Lil's Subdivision; thence North 89°54'33" West 26.00 feet, to end.**

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

  
initial

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.

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.

Signed and delivered this 8<sup>TH</sup> day of NOVEMBER, A.D., 20 06

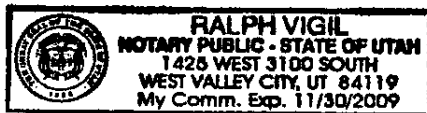
Grantor: MACK GROUP, LLC


By: 

Title: AGENTS FOR MACK GROUP/PER CONVERSATION WITH  
DAVE HARREL - 11:35 AM -  
11-08-06

STATE OF UTAH )  
COUNTY OF Salt Lake )<sup>SS</sup>

On the 8<sup>TH</sup> day of NOVEMBER, 20 06, personally appeared before me  
DOUGLAS DURBORAW, 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 8<sup>TH</sup> day of NOVEMBER, 20 06.

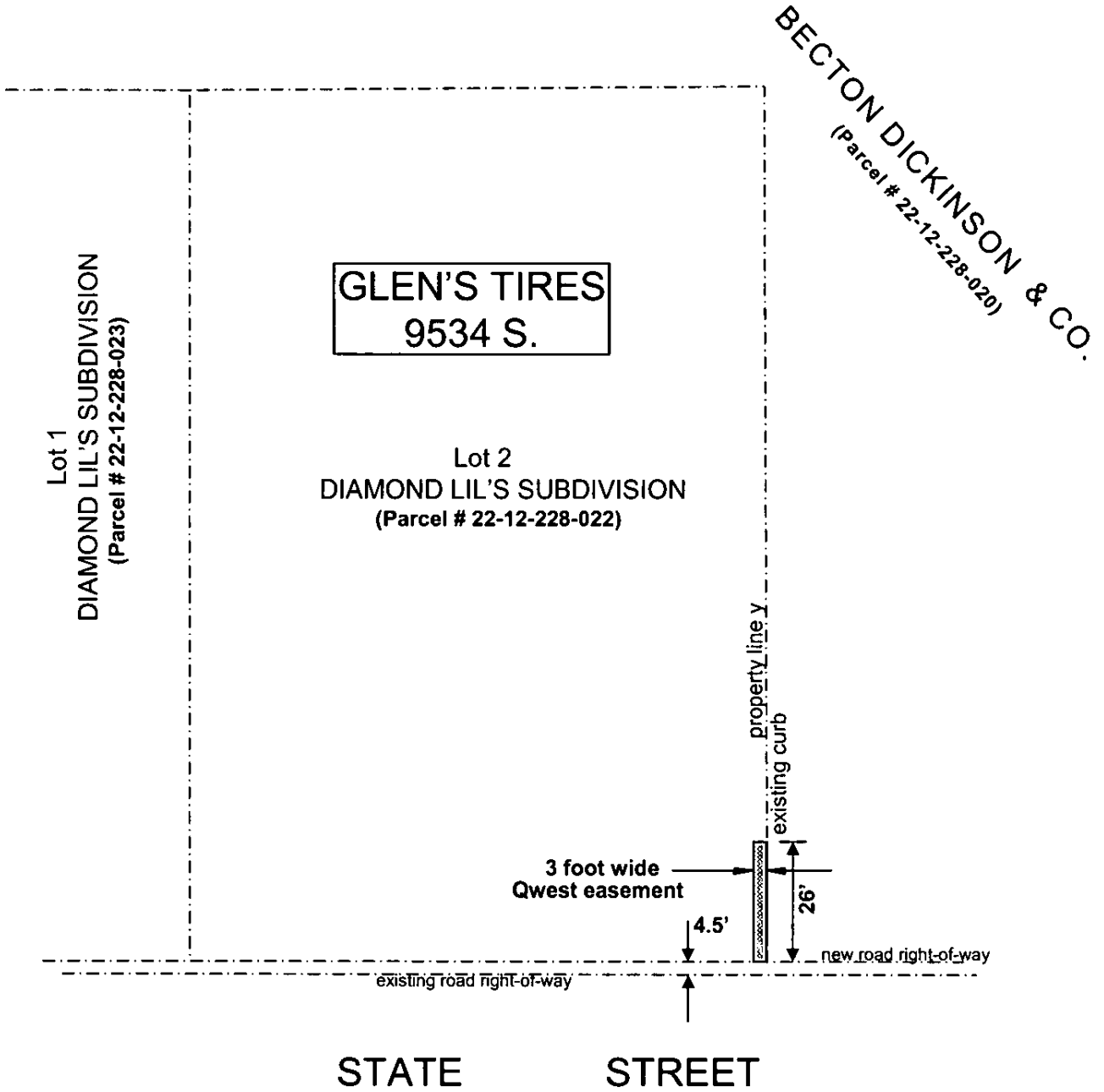


  
Notary Public

H66A009 - MIDVALE - SE1/4 - Sec 01, T3S, R1W, SLB&M - PARCEL: 27-12-228-022  
When Recorded Mail To: Qwest Corporation, 1425 West 3100 South, West Valley City, Utah 84119

# EXHIBIT 'A'

N.E. ¼, SECTION 12, TOWNSHIP 1 SOUTH, RANGE 1 West, S.L.B.&M.



  
INITIAL