

RECORDING INFORMATION ONLY

4064337

RIGHT-OF-WAY EASEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of ONE-HUNDRED dollars (\$ 100.00) and other good and valuable consideration in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, A Colorado corporation, 931 14th Street, Denver, Colorado, 80202, Grantee, its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

Commencing South 89°59'10" West 560.01 feet and North 0°08'47" West 40 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence North 0°08'47" West 17 feet; thence North 89°59'10" East 10 feet; thence South 0°08'47" East 7 feet; thence South 89°59'10" West 4 feet; thence South 0°08'47" East 10 feet; thence South 89°59'10" West 6 feet to the point of beginning,

Subject to that certain Easement Addendum of even date herewith attached hereto and incorporated herein by reference.

600 940
MAR 22 10 25 AM '85
RECORDED
SALT LAKE COUNTY, UTAH
KATIE L. DIXON
RECORDER
PATRICIA R. BROWN

situate in County of SALT LAKE State of Utah, TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above-described property, the right to clear and keep cleared all trees and other obstructions as may be necessary.

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

Signed and delivered this 12th day of March, A.D., 19 85

At _____ Grantor Albertsons, Inc.

By: Thomas R. Saldin cfc

Title: Senior Vice President

IDAHO)
STATE OF ~~UTAH~~) ss.
COUNTY OF ~~UTAH~~ ADA)

On the 12th day of March, 19 85, personally appeared before me, Thomas R. Saldin, the signer of the above instrument, who duly acknowledged to me that (he) or (she) executed the same.

WITNESS my hand and official seal this 12th day of March, 19 85.

2-9-85
My commission expires
Kathy Seehle
Notary Public Residing in Boise, Idaho

Notary Public

R/W NUMBER	EXCHANGE CODE	JOB NO.	RR NAME, GOV. AGENCY	GEO. LOCATION	QUARTER SECTION	SECTION	TOWNSHIP	RANGE	PRINCIPAL MERIDIAN	REMARKS
RW079010		U-4-0618		674000	SE	26	1S	2W	SLBEM	MAIL TO: THE MOUNTAIN STATES TELEPHONE & TELEGRAPH CO. MOUNTAIN BELL/RIGHT OF WAY 250 BELL PLAZA ROOM 510-A SALT LAKE CITY UTAH 84111

BOOK 5638 PAGE 2967

EASEMENT ADDENDUM

Grantor: Albertson's, Inc.

Grantee: The Mountain States Telephone and Telegraph Company

Instrument Date: March 12, 1985

Anything in this instrument to the contrary notwithstanding, Grantee by recording this instrument and/or exercising the rights herein granted agrees to the following conditions:

(a) The easement(s) herein granted are subject to all easements and encumbrances of record and the non-exclusive provided later granted easements shall be subject to Grantee's rights and uses.

(b) All lines, equipment and their related components and supports placed within the described easement area(s) by Grantee, or Grantee's agents or contractors, pursuant to this instrument ("Grantee's Property") shall remain the property of Grantee.

(c) Grantor and its successors and assigns retain the right to full use of the surface of the described easement area(s) except where Grantee has placed Grantee's Property, provided, however, Grantor will not erect any building or major structure within the described easement area(s).

(d) Grantee shall at all times safely operate and maintain Grantee's Property within the described easement area(s) and shall indemnify and hold Grantor harmless from any and all claims for loss, damage or liability (including costs and attorney's fees) resulting from or incurred in connection with any injury to person or property as a result of the use, misuse or disuse by Grantee or its agents or contractors of the easement area or Grantee's equipment located thereon.

(e) Grantee shall not in the exercise of the within easements(s) unreasonably interfere or obstruct Grantor, or Grantor's agents or contractors, in the location or construction of any buildings located in the area adjoining the described easement area(s), or unreasonably interfere with any business of Grantor. Nothing in this Paragraph (e), however, shall allow Grantor or Grantor's agents or contractors to construct a building or other structure within the described easement area as provided in Paragraph (c) herein, or to unreasonably interfere with Grantee's rights to construct, operate and maintain Grantee's Property hereunder.

(f) Grantee shall promptly repair and restore to its prior condition any paving, parking lot striping or other improvements, including plantings, light standards, buildings and other major structures, currently existing within the described easement area(s) which are disturbed by the construction or maintenance of Grantee's Property by Grantee, or Grantee's agents or contractors, and shall provide and maintain any landscaping or screening around or in the easement area which may be required now or in the future by any governmental agency having authority to do so.

(g) After recording this instrument, Grantee shall provide Grantor with the date, instrument number, book and page of recording.