

RIGHT-OF-WAY AND EASEMENT GRANT

THE STATE OF UTAH)
)
 COUNTY OF UTAH)

KNOW ALL MEN BY THESE PRESENTS:

That J. C. PENNEY PROPERTIES, INC., a Delaware Corporation having its principal office and place of business at 1301 Avenue of the Americas, New York, New York 10019 ("Grantor") for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration to it in hand paid by THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a Colorado corporation having its principal office at 931 14th Street, Denver, Colorado, 8020 ("Grantee"), the receipt of which is hereby acknowledged, grants sells, transfers, releases and forever quitclaims unto Grantee, its successors and assigns, for the purpose of constructing, maintaining, inspecting, repairing, relocating, replacing and removing such communication and other facilities, from time to time as Grantee may require (collectively "Facilities") to be constructed therein, a right-of-way easement ten (10) feet in width, through and across land owned by Grantor, situated in the SE $\frac{1}{4}$ of Section 23 and in the NE $\frac{1}{4}$ of Section 26, Township 6 South, Range 2 East, Salt Lake Basin and Meridian, Utah County, Utah, the center line of which right-of-way easement is described as follows:

Commencing at a point 331 feet South and 1044 feet West more or less from the Northeast corner of Section 26, Township 6 South, Range 2 East, Salt Lake Base and Meridian; said point being on the West property line 246 feet North more or less from the Southwest corner of said property; thence running South 85°58' East 299 feet more or less; thence North 71°18' East 425 feet more or less to the East property line; said point being 472 feet North more or less from the Southeast corner of said property.

All conduits and lines to be installed underground.

In addition, Grantor grants to Grantee the rights to place conduits to connect to the subscribers service conduits being placed by the property owner.

15716

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Commencing at a point 331 feet South and 1044 feet West more or less from the Northeast corner of Section 26, Township 6 South, Range 2 East, Salt Lake Base and Meridian; said point being on the West property line 246 feet North more or less from the Southwest corner of said property; thence running South 85°58' East 299 feet more or less; thence North 71°18' East 425 feet more or less to the East property line; said point being 472 feet North more or less from the Southeast corner of said property.

All conduits and lines to be installed underground.

In addition, Grantor grants to Grantee the rights to place conduits to connect to the subscribers service conduits being placed by the property owner.

TO HAVE AND TO HOLD the easement granted hereby, together with all the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns forever.

IT BEING EXPRESSLY UNDERSTOOD AND AGREED by and between Grantor and Grantee that (i) if the Facilities or any part thereof to be installed in any easement granted hereby shall ever be discontinued or no longer utilized, said easement shall; to the extent that it contains such discontinued Facilities, be extinguished and title thereto shall revert to Grantor or the then owner of the property covered by said easement, (ii) Grantee, and its agents, may enter upon the property of Grantor for the purpose of constructing, maintaining, repairing, relocating, replacing and removing the Facilities, provided, however, that Grantee shall, in each such case restore the property affected thereby to as good or better condition as existed prior to Grantee's entry, (iii) Grantor shall have the right to use the land which is covered by the easement granted hereby in any manner that it deems fit provided that such use does not interfere with or adversely affect the Facilities to be installed therein and provided further that no permanent structure (other than paving) shall be placed upon any such land, and (iv) Grantor shall have the right to relocate, at its sole cost and expense, any of the Facilities which may be installed in the easement granted hereby, if such relocation shall be necessary in connection with the improvement by Grantor of its property, and in such a case the particular easement granted hereby for such relocated Facilities shall expire and shall be supplanted by a new easement, which shall be given by Grantor, covering the land under which such Facilities shall have been relocated.

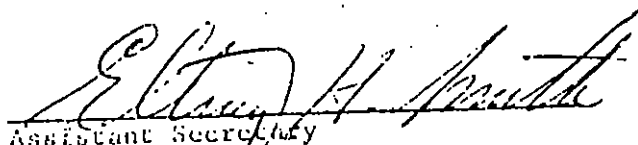
IN WITNESS WHEREOF, Grantor has executed this Right-Of-Way and Easement Grant in the City, County and State of New York on this 3rd day of May, 1972.

J. C. PENNEY PROPERTIES, INC.

By 
Vice President



ATTEST:


Assistant Secretary

TO HAVE AND TO HOLD the easement granted hereby, together with all the rights and appurtenances thereto in anywise belonging unto the Grantee, its successors and assigns forever.

IT BEING EXPRESSLY UNDERSTOOD AND AGREED by and between Grantor and Grantee that (i) if the Facilities or any part thereof to be installed in any easement granted hereby shall ever be discontinued or no longer utilized, said easement shall, to the extent that it contains such discontinued Facilities, be extinguished and title thereto shall revert to Grantor or the then owner of the property covered by said easement, (ii) Grantee, and its agents, may enter upon the property of Grantor for the purpose of constructing, maintaining, repairing, relocating, replacing and removing the Facilities, provided, however, that Grantee shall, in each such case restore the property affected thereby to as good or better condition as existed prior to Grantee's entry, (iii) Grantor shall have the right to use the land which is covered by the easement granted hereby in any manner that it deems fit provided that such use does not interfere with or adversely affect the Facilities to be installed therein and provided further that no permanent structure (other than paving) shall be placed upon any such land, and (iv) Grantor shall have the right to relocate, at its sole cost and expense, any of the Facilities which may be installed in the easement granted hereby, if such relocation shall be necessary in connection with the improvement by Grantor of its property, and in such a case the particular easement granted hereby for such relocated Facilities shall expire and shall be supplanted by a new easement, which shall be given by Grantor, covering the land under which such Facilities shall have been relocated.

IN WITNESS WHEREOF, Grantor has executed this Right-Of-Way and Easement Grant in the City, County and State of New York on this 3rd day of May, 1972.

J. C. PENNEY PROPERTIES, INC.

By *L. B. Sears*
Vice President



BOOK 1296 PAGE 20

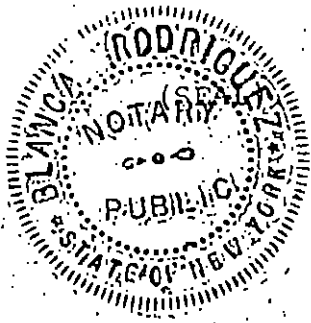
ATTEST:

Elting H. Smith
Assistant Secretary

STATE OF NEW YORK)
COUNTY OF NEW YORK) .ss.:

On this the 6th day of June, 1972, before me personally appeared F. E. SEARS, the undersigned officer, personally appeared F. E. SEARS, who acknowledged himself to be the Vice President of J. C. PENNEY PROPERTIES, INC., a corporation, and he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Blanca Rodriguez
Notary Public

BLANCA RODRIGUEZ
NOTARY PUBLIC, State of New York
No. 24-4500425
Cert. filed in New York County
Qualified in Kings County
Term Expires March 30, 1973

BOOK 1296 PAGE 20-2

15716

RECORDED AND THE REQUEST OF
MOUNTAIN BELL

BOOK _____ PAGE _____

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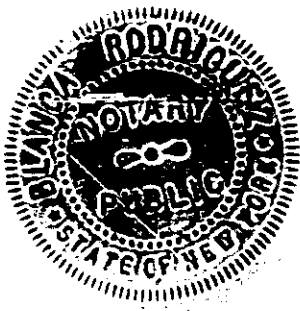
NINA E. REID
UTAH COUNTY RECORDER
DEPUTY
PR. ABS. IND. R.
S. T. R.

MOUNTAIN BELL

STATE OF NEW YORK)
COUNTY OF NEW YORK) .ss.:

On this the 6th day of June, 1972, before me personally appeared F. E. SEARS, the undersigned officer, personally, who acknowledged himself to be the Vice President of J. C. PENNEY PROPERTIES, INC., a corporation, and he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Blanca Rodriguez
Notary Public

BLANCA RODRIGUEZ
NOTARY PUBLIC, State of New York
No. 24-4500425
Cert. filed in New York County
Qualified in Kings County
Term Expires March 30, 1973

MOUNTAIN BELL

NINA B. FIELD
DEPUTY COUNTY CLERK
PH 5 T II
ABS
NO

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RECORDED AT THE REQUEST OF
MOUNTAIN BELL

15716

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