

12

EASEMENT

R/W 83495

6171997

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of four thousand dollars (\$4,000.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to U S WEST Communications, Inc., a Colorado corporation, (Grantee) whose address is 250 Bell Plaza, Salt Lake City, Utah 84111, its successors, assigns, lessees, licensees and agents, a perpetual easement to construct, reconstruct, operate, maintain and remove such telecommunications facilities as 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:

The East 15 feet of the South 12 feet lying parallel to 1700 East in a parcel of land located in the E $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 9, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

Said parcel of land is more particularly described as follows:

BEG S 0°07'30" E 661.05 FT ALG 1/4 SEC LINE & N 89°56'47"W 33 FT FR N 1/4 COR SEC 9, T 3S, R 1E, SLM; S 0°07'30" E 366.88 FT; N 89°58'01" W 140.26 FT; S 0°07'30" E 294.18 FT; N 89°58'01" W 867.42 FT; N 1.16 FT TO SE COR MT JORDAN MESA #5 SUB; N 336.08 FT; S 89°53'28" W 15.4 FT; N 324.22 FT; S 89°56'47" E 1021.64 FT TO BEG.

situate in County of Salt Lake, State of Utah.

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above-described property and the right to clear and keep cleared all trees and other obstructions. Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights and privileges herein granted.

The Grantor reserves the right to occupy, use, and cultivate said Easement for all purposes not inconsistent with, nor interfering with the rights herein granted.

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 29<sup>th</sup> day of AUGUST, A.D., 1995

At Sandy, UT

Grantor: WATERFORD INSTITUTE INC.

Attest: Sylvia R. Spangler

By: Todd Sorenson

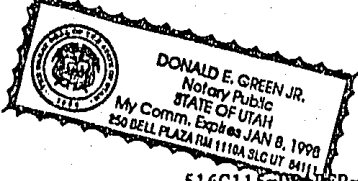
Title: Bureau Assistant

Title: Bureau

STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of August, 1995, by Todd Sorenson the Bureau of The Waterford Institute Inc.

WITNESS my hand and official seal this 29<sup>th</sup> day of August, 1995.



Donald E. Green Jr.  
Notary Public

516C115-DRAWER-E $\frac{1}{4}$ NW $\frac{1}{4}$  SEC9 T3S R1E SLB&M-PARCEL:

Mail to: U S WEST Communications, 1425 West 3100 South, W.V.C., Ut. 84119

BK7233PG0729

6171997  
09/22/95 12:41 PM 12.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
US WEST  
REC BY: R SILVA , DEPUTY - WI

RIGHT-OF-WAY NO 83495

JOB NO 526C115

EXCHANGE Draper

*ASC  
10/5/95*

*Salt Lake*

**DON GREEN**  
RIGHT-OF-WAY

BK7233PG0730

