

R/W 78945

602

NOT RECORDED
SALT LAKE COUNTY, UTAH

FEB 27 11 13 AM '89

MOUNTAIN BELL
SALT LAKE CITY, UTAH

Patricia Green
SALT LAKE COUNTY, UTAH

4055089

RIGHT-OF-WAY EASEMENT

STILLWATER PROPERTY, LTD., a Texas limited partnership, hereby conveys and warrants to THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a Colorado corporation, 931 14th Street, Denver, Colorado, 80202, Grantee, its successors, assigns, lessees, licensees and agents for the sum of One (\$1.00) Dollar and other valuable consideration, a perpetual non-exclusive easement and right of way six (6) feet in width, three (3) feet on each side of buried telephone cables and facilities for the installation and continued maintenance, repair, alteration and replacement of communication and other related facilities (herein collectively "utility improvements") of the Grantee, necessary for providing communication facilities to the real property described hereinbelow, such easement and right of way to be upon and across the real property of the Grantor located in Salt Lake County, State of Utah, described as follows:

Beginning at a point 385.315 feet South and 296.522 feet East from the Northwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base & Meridian, and running thence South 00°00'35" West 810.97 feet; thence Southeasterly 109.76 feet along the arc of a 70.00 foot radius curve to the left (chord bears South 44°54'30" East 98.85 feet); thence South 89°49'35" East 697.90 feet; thence North 00°04'30" West 732.52 feet; thence North 89°49'35" West 125.01 feet; thence North 00°04'30" West 188.26 feet; thence North 89°49'35" West 366.33 feet; thence South 00°00'35" West 40.00 feet; thence North 89°49'35" West 275.00 feet to the point of beginning.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the non-exclusive easement granted and all rights and privileges incident thereto, with Grantee's use, occupation and enjoyment of the easement granted and all rights and privileges incident thereto, with Grantee's use, occupation or enjoyment of this easement.

Grantee agrees that all utility improvements shall be located at areas other than at the location of buildings constructed or to be constructed upon the real property except as specified by Grantee, its agents, successors and assigns, however that such utility improvements may be connected to such buildings as necessary to provide such utility services.

MOUNTAIN BELL/RIGHT OF WAY
250 BELL PLAZA ROOM 510-A
SALT LAKE CITY UTAH 84111

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Grantee agrees to hold and save the Grantor, harmless from any and all damages arising from its use of the right, easement, and right of way herein granted and agrees to repair any damage or pay the reasonable value of said damages, at Grantee's option, which may arise to the real property (including improvements thereon) through Grantee's use, occupation and possession of the rights herein granted.

Grantor, its successors and assigns, reserves the right to request a reconveyance of this easement, upon the simultaneous grant to Grantee of a non-exclusive easement for the same purposes but specifically identifying the location of such utility improvements by way of legal description or "as built" survey.

WITNESS the hand of Grantor, this 7th day of February, 1985.

STILLWATER PROPERTY, LTD,
a Texas limited partnership

By: DASEKE PROPERTIES
CORPORATION, a Texas
Corporation, General Partner

By: 
MICHAEL J. CANNING
Executive Vice President

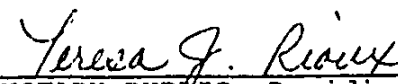
STATE OF CONNECTICUT)
 : SS WESTPORT
COUNTY OF FAIRFIELD)

On this 7th day of February, 1985, personally appeared before me, MICHAEL J. CANNING, who did say that he is the Executive Vice President of DASEKE PROPERTIES CORPORATION, a Texas Corporation, and that the foregoing Easement was signed on behalf of said Corporation by authority of its Bylaws, and said Michael J. Canning acknowledged to me that said Corporation executed the same.

My Commission Expires:

Teresa J. Rioux
Notary Public

My Commission Expires March 31, 1989


NOTARY PUBLIC, Residing at:
One Blending Place
Westport, Connecticut

- COPY -
CO. RECORDER

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