

EASEMENT

RAW
RW 083202

6075657

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Fifty Dollars (\$50.00) 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 280 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 underground telecommunications facilities (including two closures on the surface as are necessary for operation of the underground facilities) as Grantee may require ~~where or under and across~~ the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

An easement 8 feet in width, the centerline of which, is described as follows:

Beginning 142.46 South and 3 feet East of the Northeast corner of Lot 14, Bell Oaks Subdivision, said point being North 89°35'24" West 1328.45 feet and South 327.54 feet from the East Quarter corner of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence South 85.40 feet; thence North 89°15'25" East 160.1 feet to end,

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. Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights and privileges herein granted, including, but not limited to, restoration of the surface of the land burdened hereby.

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 and 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 16 day of March, A.D., 1995,

At SALT LAKE CITY, UTAH Grantor Karen Evans
Karen Evans, Trustee

STATE OF UTAH)
) ss
COUNTY OF Salt Lake)

On the 16 day of March, 1995, personally appeared before me Karen Evans, the signer of the above instrument, who duly acknowledged to me that she executed the same.

WITNESS my hand and official seal this 16 day of March, 1995.



Elgie G. Compton
Notary Public

JOB 438A732 - Cottonwood - 8855450 11 T38 R1E SL98M PARCEL 28-11-427-015

Mail to: U S WEST Communications, 1425 West 3100 South, WVC, Utah 84119

BR 7146P62771

RIGHT-OF-WAY RD. S.W. 108.3202

JOB NO. 436A732

EXCHANGE COTTONWOOD

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SALT LAKE

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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
U.S. WEST COMMUNICATIONS
REC BY: B GRAY DEPUTY - MP



OK 7146P62772