

2603354

Recorded MAR 4 1974 at 9¹⁴ A m.
Request of Western Tele-Communications Inc.
JERADEAN MARTIN, Recorder
Salt Lake County, Utah
\$ 300 By J. H. S. Deputy
REF. _____

P.O. Box 10727, Univ. Park Bldg.
Denver, Colo. 80210.

ROADWAY EASEMENT AND RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT made and entered into this 1st day of January, 1974, by and between William P. and Amelia D. Spratling, 2161 West 7800 South, West Jordan, Utah 84084 known as "Owner" and Western Tele-Communications, Inc. 54 Denver Technological Center, P. O. Box 10727, Denver, Colorado, 80210, hereinafter known as "Grantee".

WITNESS, that for and in consideration of the rents and agreements hereinafter mentioned to be paid and performed by the Grantee, Owner does hereby grant, let and demise unto Grantee a right-of-way on and across the lands of the undersigned Owner located at Mount Vision, Utah, the right-of-way more particularly described as:

A roadway 2 rods where it crosses over Grantor's land, said roadway running between the County Highway on the East and in a Westerly direction through Section 31, Township 2 South, Range 2 West and through Sections 36, 35 & 34 Township 2 South, Range 3 West Salt Lake Base & Meridian to the nine (9) acre tract designated as East Mountain (Mount Vision) near the summit of the mountain.

together with the right of ingress and egress thereto and therefrom over the lands of the undersigned Owner for Grantee or its contractor or other duly authorized representative.

This agreement shall become effective on the 1st day of January, 1974. It shall remain in force for a term of Five (5) years, and may be renewed by Grantee for one or more five-year terms upon Grantee notifying Owner thirty (30) days before expiration of term by registered mail of its option to renew and based upon agreement between Owner and Grantee of the financial terms for the renewal period. This agreement shall terminate at its expiration date in the event Grantee vacates the premises prior to the expiration of the term or gives thirty (30) days notice that it will not exercise its option to renew this agreement prior to its expiration.

Grantee shall pay Owner the annual rental of Seven Hundred Fifty Dollars (\$750.00) payable in advance with the first payment due and payable on the 1st day of January, 1974, and subsequent annual payments due on or before the first day of January each year.

Payments will be made at the above named address of the Owner unless Owner designates otherwise.

The terms, provisions, conditions and covenants hereof shall extend to and be binding upon the heirs, executors, administrators, assigns and successors of the parties hereto and that time shall be of the essence hereof.

It is hereby agreed to and understood by and between Grantor and Grantee that this easement is to be used in conjunction with other joint Grantees and that any and all other parties having the need to use in any way the above described premises other than those joint Grantees now existing will be responsible for negotiating separate agreements with Grantor.

W. D. BEATIE
SALT LAKE CITY, UTAH

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IN WITNESS WHEREOF the parties hereto have set their hands and seals on the date herein stated .

GRANTORS

William P. Spratling
Amelia D. Spratling

GRANTEE

WESTERN TELE-COMMUNICATIONS, INC.

By Ray Small
Title

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On January 29, 1974 before me, the undersigned, a Notary Public in and for the State of Utah personally appeared William P. Spratling and Amelia D. Spratling, personally known to me, who acknowledged to me that they executed the within instrument and are the signers thereof.

Witness my hand and official seal.

Signature W. D. Beatie
NOTARY PUBLIC, residing at
Salt Lake City, Utah

My commission expires: November 8, 1976

STATE OF COLORADO)
) SS.
COUNTY OF ARAPAHOE)

On February 22, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared Harry Kamrrell known to me to be the Executive Vice President of the Corporation that executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Elinor L. Jackson

ELINOR L. JACKSON
Name (Typed or Printed)

My Commission Expires Aug. 22, 1977

