

EASEMENT

R/W _____

The State of Utah, by and through the State Armory Board, P. O. Box 8000, Salt Lake City, Utah 84108, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and in consideration of the covenants and conditions hereinafter contained, does hereby grant unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado 80202, Grantee, an Easement for the construction, operation and continued maintenance, repair, alteration, inspection, relocation, replacement and removal of an underground telephone cable and communication facilities in connection therewith, upon, along, over, through, across and under the following described tract of land situate in Utah County, State of Utah, to-wit:

An easement seven (7) feet in width and three hundred eighty-one (381) feet in length through the following described property, also described by a Center Line with 3.50 feet on either side:

Commencing 1545.57 feet South and 1473.78 feet East of the Northwest corner of Section 16, Township 5 South, Range 1 East, Salt Lake Base & Meridian; thence East 3.50 feet; thence South 66 feet; thence East 311.50 feet to end.

Together with the right of ingress and egress over and across the lands of the Grantor to and from the above-described property, the right to clear and keep cleared all trees and other obstructions as may be necessary.

This Easement is granted by the Grantor and accepted by the Grantee subject to the following terms and conditions:

(1) Grantee agrees to bury its communication facilities across the tract of land hereinabove described so that the same will not interfere with the use of the surface by Grantor. Grantor reserves the right to occupy and use the surface thereof in such a manner as may be necessary and Grantee agrees to relocate its communication facilities if it becomes necessary to require same to be relocated.

(2) It is virtually understood and agreed by and between the Grantor and Grantee that this Easement shall terminate at such time as the Easement ceases to be used for the purpose for which it is granted, or is no longer needed by Grantee. Grantee agrees, within 30 days after such termination, to cause a good and sufficient relinquishment of this easement to be recorded in the office of the County Recorder of Utah County, and to furnish Grantor a copy of the recorded relinquishment.

(3) Grantee agrees to indemnify and hold Grantor harmless from and against any and all costs, expenses, and all liability whatsoever which may result from the granting of this Easement across the hereinabove described tract of land.

(4) This Easement is granted by Grantor without warranty of title express or implied.

In Witness Whereof, Grantor has executed this Easement this 29th day of December, 1970.

STATE OF UTAH
STATE ARMORY BOARD

By Calvin L. Rampton
Calvin L. Rampton, Governor

By Clyde L. Miller
Clyde L. Miller, Secretary of
State

By Maurice L. Watts
Maurice L. Watts, Adjutant
General

With approval:

Calvin L. Rampton
Calvin L. Rampton

Department of Finance

Charles E. [Signature]
FA Director

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