

**RIGHT-OF-WAY EASEMENT**

The Undersigned Grantor (and each and all of them if more than one) for and in valuable consideration hereby grants, bargains and conveys unto the Mountain States Telephone and Telegraph Company, A Colorado corporation, 931 14th Street, Denver, Colorado, 80202, Grantee, its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove communication and other facilities, from time to time, as said 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:

4590970

Beginning at a point on the South line of 9000 South Street, said point being North 89°53'45" East 213.00 feet along the Quarter Section line and South 00°03'25" East 73.00 feet from the Center of Section 3, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°53'45" East along said line 5.00 feet; thence South 00°03'25" East 125.00 feet; thence South 89°53'45" West 5.00 feet; thence North 00°03'25" West 125.00 feet to the point of beginning,

*90*

The easement addendum attached hereto is incorporated herein by this reference.

situated in County of SALT LAKE, State of Utah, 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.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 22nd day of December, A.D., 19 87

At Boise, Idaho

Grantor ALBERTSON'S, INC.  
 By: Thomas R. Salwin  
 Title: Senior Vice President

STATE OF ~~UTAH~~ IDAHO )  
 COUNTY OF ADA ) ss.

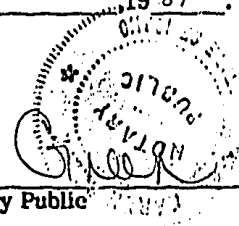
By: Minnie O. Armstrong  
 Title: Secretary

On the 22nd day of December, 19 87, personally appeared before me Thomas R. Salwin and Minnie O. Armstrong, the signers of the above instrument, who duly acknowledged to me that ~~he~~ she they executed the same.

WITNESS my hand and official seal this 22nd day of December, 19 87.

8-21-92  
 My commission expires  
Karen Green  
 Notary Public Residing in Boise, ID

Karen Green  
 Notary Public



2007 6007 REC 841

M.S.T. & T. CO. R/W NUMBER		<b>RW080182</b>		REMARKS:	SPACE RESERVED FOR RECORDERS CERTIFICATE  4590970 29 FEBRUARY 88 01:59 PM KATIE L. DIXON RECORDER, SALT LAKE COUNTY, UTAH MOUNTAIN BELL REC BY: REBECCA GRAY, DEPUTY  <i>80</i>
QUARTER SECTION	SE	1			
SECTION	3				
TOWNSHIP	3S				
RANGE	1W				
PRINCIPAL MERIDIAN	SLB&M			ACCT. CODE 45cr AGENT MJ	
EXCHANGE OR TOLL LINE	Midvale			MAIL TO: MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO	
JOB NUMBER	7-C-075			MOUNTAIN BELL/RIGHT OF WAY 250 BELL PLAZA ROOM 1113 SALT LAKE CITY, UTAH 84111	

## EASEMENT ADDENDUM

MOUNTAIN BELL/RIGHT OF WAY  
250 BELL PLAZA ROOM 1113  
SALT LAKE CITY, UTAH 84111

Grantor: ALBERTSON'S, INC.

Grantee: Mountain States Telephone and Telegraph Company

Instrument Date: December 22, 1987

Anything in this instrument to the contrary notwithstanding, Grantee by recording this instrument and/or exercising the rights herein granted agrees to the following conditions:

(a) The easement(s) herein granted are subject to all easements and encumbrances of record and are non-exclusive provided later granted easements shall be subject to Grantee's rights and uses.

(b) All lines, equipment and their related components and supports placed within the described easement area(s) by Grantee, or Grantee's agents or contractors, pursuant to this instrument ("Grantee's Property") shall remain the property of Grantee.

(c) Grantor and its successors and assigns retain the right to full use of the surface of the described easement area(s) except where Grantee has placed Grantee's Property, provided, however, Grantor will not erect any building or major structure within the described easement area(s).

(d) Grantee shall at all times safely operate and maintain Grantee's Property within the described easement area(s) and shall promptly repair and restore to its prior condition any paving, parking lot striping or other improvements, except planters, light standards, buildings and other major structures, existing within the described easement area(s) which are disturbed by the construction or maintenance of Grantee's Property by Grantee, or Grantee's agents or contractors.

(e) Grantee shall not in the exercise of the within easement(s) unreasonably interfere or obstruct Grantor, or Grantor's agents or contractors, in the location or construction of any buildings located in the area adjoining the described easement area(s), or unreasonably interfere with any business of Grantor. Nothing in this Paragraph (e), however, shall allow Grantor or Grantor's agents or contractors to construct a building or other structure within the described easement area as provided in Paragraph (c) herein, or to unreasonably interfere with Grantee's rights to construct, operate and maintain Grantee's Property hereunder.

(f) After recording this instrument, Grantee shall provide Grantor with the date, instrument number, book and page of recording.