

RW 0034601UT

RIGHT-OF-WAY AND EASEMENT GRANT

The STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, a division of the Department of Administrative Services, whose address is 4110 State Office Building in Salt Lake City, Utah, hereinafter GRANTOR, for the sum of Ten (\$10.00) Dollars and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to QWEST CORPORATION, a Delaware corporation, its successors in interest and assigns, hereinafter GRANTEE, a perpetual easement to construct, reconstruct, operate, maintain telephone facilities over, under, and/or across the following described land situated in the City of Ogden, County of Weber, State of Utah, to wit:

6000 8000-010-10

AN EASEMENT 8.00 FEET IN WIDTH, THE NORTH LINE OF WHICH BEING AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 12, PLAT "A", OGDEN CITY SURVEY; THENCE WEST 264.00 FEET TO THE WEST LINE OF LOT 2 OF SAID BLOCK 12.

Grantee shall construct and make any and all necessary installation of telephone facilities in a workman-like manner and at Grantee's sole cost and expense. The right is granted on condition that future work shall be done with care, and that all damages to the premises caused thereby shall be repaired by and at the expense of Grantee. Following any entry made under the terms of this Easement by Grantee, its agents or assigns, Grantee does hereby agree that it will restore Grantor's property to the condition existing prior to said entry and that the materials and workmanship will meet or exceed the adjoining property owned by Grantor. All work and restoration shall be done in an expeditious manner and with a minimum of interruption in Grantor's use of its property.

Said easement shall include all rights and privileges therein necessary or convenient for the full enjoyment or use thereof for the purpose above described, including the right of ingress and egress to and from said strip of land; however, Grantor shall retain the full right, title, and possession of the property except for the limited easement granted herein.

Grantor reserves the right to occupy and use said property for all purposes not inconsistent with the rights herein granted and shall retain the full right, title, and possession of the property except for the limited easement granted herein.

GRANTEE shall indemnify and hold GRANTOR harmless from any and all claims with respect to bodily injury or property damage arising from GRANTEE's use of said Easement, or its negligence or the negligence of any of its agents, employees, contractors, subcontractors, or invitees, including all costs, counsel fees, expenses and liabilities incurred in connection with any such claim; and if any action or proceeding is brought against GRANTOR by reason of any such claim, GRANTEE shall defend such action or proceeding at its expense, subject to GRANTOR's control.

E# 1754199 BK2118 PG2716
DUG CROFTS, WEBER COUNTY RECORDER
27-FEB-01 846 AM FEE \$12.00 DEP JPM
REC FOR: QWEST

Easement
DFCM/Qwest

The rights, conditions, and provisions of this Easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

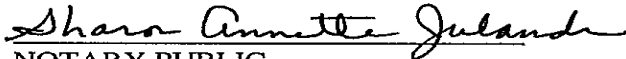
IN WITNESS WHEREOF, the State of Utah, Division of Facilities Construction and Management has caused this instrument to be executed this ___ day of November, 2000.

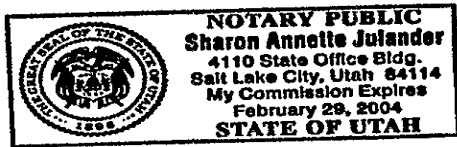
STATE OF UTAH
DIVISION OF FACILITES CONSTRUCITON AND MANAGEMENT


Alyn C. Luncēford
Real Estate and Debt Manager

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 21st day of November, 2000, personally appeared before me Alyn C. Luncēford, being duly sworn, did say that he is the Real Estate and Debt Manager of the Division of Facilities Construction and Management and that the foregoing instrument was signed on behalf of said Agency by statutory authority, and that the aforesaid Agency executed the same.


NOTARY PUBLIC
Residing at: Salt Lake County



My Commission Expires:
2.29.2004