

RIGHT-OF-WAY EASEMENT (Condominium - Corporate)

R/W NUMBER 62065

RECEIVED of grantee, The Mountain States Telephone and Telegraph Company, \$10.00, in consideration of which the undersigned grantor hereby grants, bargains, and conveys unto said Company, its associated and allied corporations, its and their respective successors, assigns, lessees, and agents, a right of way, easement, and the right to construct, operate, maintain, replace, enlarge, reconstruct, improve, repair, and remove such communication line facilities and appurtenances thereto, ~~whether above or~~ underground, as said grantee may from time to time require in the following-described condominium project or development that is to consist of lands and buildings or structures, and appurtenances thereto, which the undersigned owns or in which the undersigned has any interest, to wit:

in and through the corridors, walls, ceilings, floors, and ducts in each of the individual condominium units in said project or development, as well as in the buildings or structures to be owned in common by all of the owners of the individual units; and upon, over, under and across those certain strips of land of various widths in said project or development as indicated, and lying along the center lines as shown, on the attached Plat, designated Exhibit A, and which is dated 19th day of January, A.D. 1972, and as said Plat and Exhibit may be amended or revised from time to time, said Plat and Exhibit by this reference being made a part hereof, representing that certain condominium project or development

known as Bloomington Country Club No. 3, Block 1 & 2, Planned Community Development (Name of Condominium)

in the vicinity of Bloomington Drive and Manzanita Road, Bloomington (City)

situate in Section 13 & 14, Township 43 South, Range 16 West

in the County of Washington, Entry, State of Utah

the Declaration for which was Recorded: XXX No. 147592 Page No.

TOGETHER with the following rights: (a) of ingress and egress over and across the lands of the undersigned to and from the aforesaid strips for the purpose of exercising the rights herein granted; (b) to place location-markers on or beyond said strips; (c) to clear and keep cleared all trees, roots, brush, and other obstructions from the surface and subsurface of the said strips, without grantee being obligated to do so; and (d) to permit other corporations to attach wires and fixtures to the said Company's communication facilities or to use trenches jointly with the said Company.

UNDERSIGNED landowner for itself, successors and assigns, reserves the right to occupy, use, and cultivate said strips of land for all purposes not inconsistent with the rights herein granted to said Company; and does hereby covenant that no structures shall be erected or permitted on said strips and that the said strips shall not be used in any manner which will interfere with or damage the communication facilities installed pursuant to this grant, or interfere with the maintenance, repair and replacement of said facilities.

GRANTEE agrees that any underground communication facilities shall be originally placed at least Twenty-four (24) inches deep in order to reduce the possibility of interference with the ordinary and reasonable use of the said strips by the undersigned, and to pay for damages to landscaping arising from the construction and maintenance of the aforesaid facilities.

Signed and sealed this 27th day of April, A.D. 1972, by the undersigned representative(s) or agent(s) of Owner, Declarant, Managing Association or Attorney-in-Fact, as the case may be, as Grantor, having full power and authority to execute this instrument in behalf of all persons having any title or interest in the lands, buildings and structures, and appurtenances thereto, constituting said condominium.

ATTEST:

(Landowner) TERRACOR, a Utah Corporation (Grantor) (Official name of Company or Corporation)

By [Signature] (Seal)

Vice-President, Physical Development (Title of official authorized to execute this instrument)

[Signature] (Seal) Secretary

NOTARY'S ACKNOWLEDGMENT: (When this document is prepared, insert below the company or corporate acknowledgment form as required by statute of the State in which the said project is located.) (See Appendix 1, Sect. 5 of I.M. 173.)

APPROVED AS TO FORM TERRACOR LEGAL DEPARTMENT

BY [Signature]

Entry No. 159412 Fee \$ 3.50

Recorded at Request of Mountain Bell

Date Feb. 7, 1974 at 11:45M

Book 148 Page 474-475

[Signature] Washington County Recorder

STATE OF UTAH;) : ss. County of Salt Lake.)

On that 27th day of April, 1972, personally appeared before me Jay R. Bingham and Kent B. Linebaugh who being by me duly sworn did say, each for himself, that he, the said Jay R. Bingham is the Vice-President, Physical Development, and he, the said Kent B. Linebaugh is the Secretary of TERRACOR, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Jay R. Bingham and Kent B. Linebaugh acknowledged to me that said corporation executed the same.

My commission expires:

September 4, 1974

[Signature] NOTARY PUBLIC Residing at: Salt Lake City, Utah 174

