EASEMENT

Lindon City, Utah, a Municipal Corporation, the undersigned "Grantor," for and in consideration of Six Thousand Six Hundred Eighteen dollars and no cents (\$6,618.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to Insight Communications, a legal business Limited Partnership, the "Grantee," whose address is 9075 South 700 West, Sandy, Utah 84070, its successors, assigns, lessees, licensees and agents, a perpetual easement to construct, reconstruct, operate, maintain and remove such telecommunication facilities as 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:

A sixteen (16) foot Public Utility Easement through the Lindon City Multi-Use Trail. The Easement is more particularly described as follows: The North Line of the easement being as follows: Commencing at the Southwest Corner of Lot 17, Keeneland Park Plat "A"; thence East along the South property line of said lot; thence Northeasterly along the South property line of Lots 1 through 7, Panorama Pointe Plat "A: to the Northeast corner of Lot 7 Keeneland Park, Plat "B"; thence an eight (8) foot Public Utility Easement along the South property line of Lots 5 and 6 of Canberra West, Plat "A".

Situate in the County of Utah, State of Utah.

RANDALL A. TOVINGTON UTAH COUNTY RECORDER 1997 Apr 30 1:30 pm FEE 0.00 BY JW RECORDED FOR LINDON CITY

Grantee, its successors, assigns, lessees, licensees and agents, shall have the right of ingress and egress over and across the land of the Grantor to and from the above described property and the right to clear and keep cleared all obstructions. Grantee shall be responsible for all damage caused to Grantor arising from Grantees's exercise of the rights and privileges herein granted including the restoration of trail pavement if necessary.

Grantor reserves the right to occupy, use, and cultivate said Easement for all purposes not inconsistent with, nor interfering with the rights herein granted.

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.

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

Signed and delivered this	1524 day of	April	, 19 9 Zat	
Lindon City	au - =	- 1	Grantor: I	Lindon City Corporation
ž			By: <u> </u>	Affliertson, Mayor
				NOTARY PUBLIC WILMA M. TAYLOR
STATE OF UTAH)	-		Lindon, Utah 84042 My Commission Expires: 240-99 State of Utah
COUNTY OF UTAH	.)		5005000000	500000500050050505
On the 15th day of ap	<i>il</i> , 19 <i>97</i> , p	ersonally appeared	d before me	
Larry a. Ellerte				uly acknowledged
to me that the executed the san	ne.			
WITNESS my hand and officia	al seal this 15th	day of Apri	<u>L</u> , 19 <u>97</u> .	
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