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26 NOVEMBER 90 08:11 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
U S WEST COMMUNICATIONS  
REC BY: DIANE KILPACK , DEPUTY

RIGHT-OF-WAY EASEMENT

4992717

THE UNIVERSITY OF UTAH, a corporate and body politic of the State of Utah, "Grantor", for and in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid by the Grantee, the receipt whereof is hereby acknowledged 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 such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land situated in Salt Lake County, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

An easement ten (10) feet in width five (5) feet on each side of buried telephone facilities as shown on Exhibit A and Exhibit B attached hereto and made a part hereof: Situated in the northeast quarter of Section 4, Township 1 South, Range 1 East, Salt Lake Base and Meridian.

TO HAVE AND TO HOLD the same unto the said MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, its successors and assigns, so long as such facilities shall be maintained, with all necessary and reasonable rights of ingress and egress and the right to excavate and refill ditches and trenches for the location and repair of said facilities. Grantee shall also have the right for temporary periods to use the property adjacent to said right of way as may be reasonably necessary to fulfill the purposes of this grant.

This easement is subject to the following conditions and limitations:

1. Grantor reserves to itself the right to construct, use and maintain across, over and/or under the property hereby granted for all facilities that it may choose so to do in such a manner as not to interfere with the use or rights of the Grantee herein granted nor violate or place Grantee in violation of Federal, State and local laws, regulations and safety standards.
2. Grantor reserves the right to substitute a new easement location if, in the opinion of Grantor, such relocation is necessary; however, should the Grantor so elect to make such a substitution, the cost of relocating Grantee's facilities shall be paid in full by Grantor and a new and suitable easement shall be provided Grantee at no cost to Grantee.
3. The Grantee shall use all reasonable care installing and maintaining its facilities so as to not unduly disturb the existing roadways, trees, shrubs, landscaping, sprinkling system or other underground equipment. Grantee agrees to restore to original condition or replace any such landscape, plants, equipment or surface improvements damaged by such installation or maintenance.

U S WEST COMMUNICATIONS/RIGHT OF WAY  
250 PELLERIN PLAZA ROOM 1110CA  
SALT LAKE CITY, UTAH 84111

BK 6270 Pg 0964

4. Grantee shall construct, maintain and repair its said facilities and everything relating thereto without cost or expense to the Grantor and by acceptance of this Right-of-Way Easement agrees to save harmless the Grantor from any and all loss, damage, expense, claims or demands resulting from the negligence of Grantee in the construction, repair, maintenance, replacement or operation of Grantee's facilities hereunder.

It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

WITNESS the hand of the University of Utah this 20th day of AUGUST, 1990.

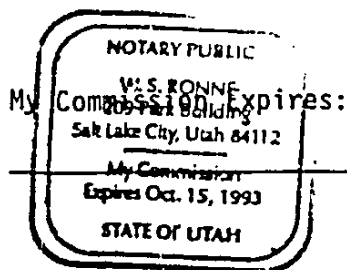
UNIVERSITY OF UTAH

By: Walter P. Gnemi  
Vice President for Administrative Services

STATE OF UTAH )  
                  : ss.  
COUNTY OF SALT LAKE )

On the 20th day of August, 1990, personally appeared before me Walter P. Gnemi, who being duly sworn did depose and state that he is the Vice President for Administrative Services of the University of Utah, a body corporate and politic; that the foregoing instrument was signed on behalf of said University of Utah.

W. Ronne  
Notary Public  
Residing at Salt Lake City, Utah



BK6270PG0965

U OF U  
PARKING LOT

VAN COTT HALL

RW08114

U OF U  
PARKING LOT

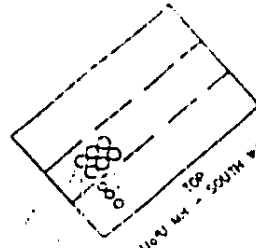


(421) RT 13  
(5219) RT 13

3758 4  
DUCTS  
100' W 12550  
3758 4  
DUCTS  
100' W 12550  
3758 4  
DUCTS  
100' W 12550

MH 1205E  
(4251)

MH 12550 TO MH 1805E  
2 DUCTS  
100' W 529 CC



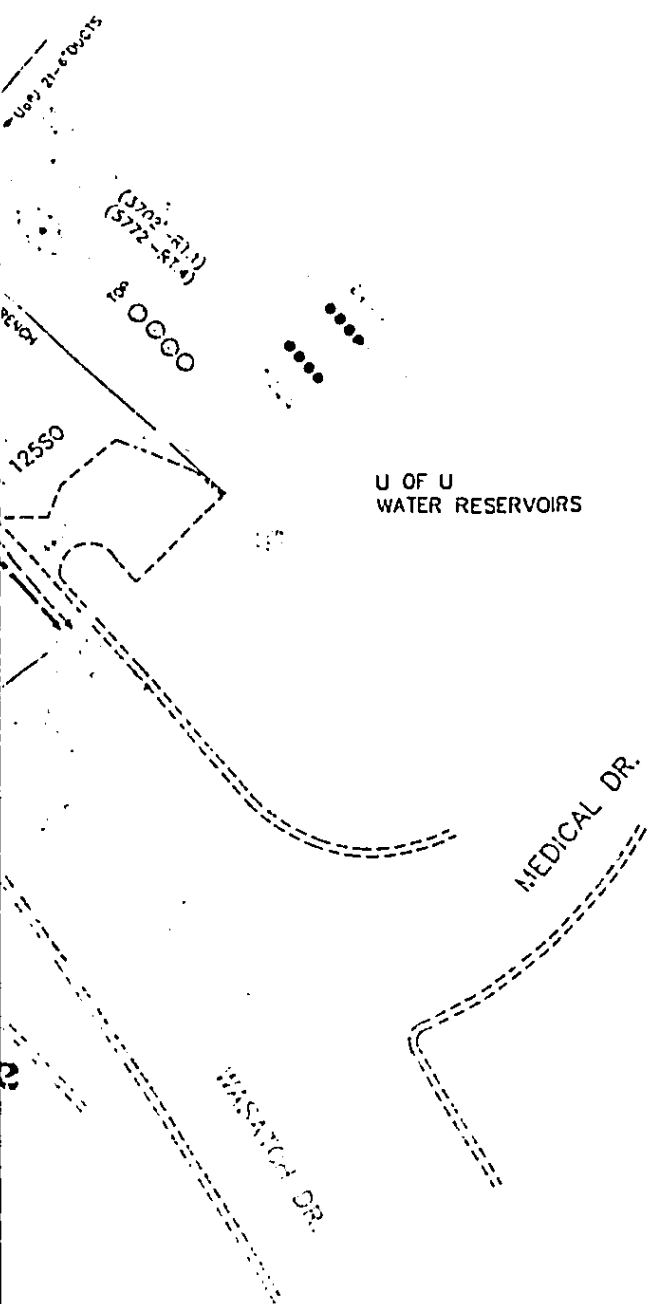
MH 12550 TO MH 1849E  
2 DUCTS  
100' W 110 CC



BK 6270 FC 0966

ADD COND ON BALIF RD . . .  
 CHANGE H/L TO BALIF RD . . .

NOT LEGIBLE FOR MICROFILM  
 CO. RECORDER



BK 6270 Pg 0967

U.S. WEST COMMUNICATIONS  
 250 DEL. PLAZA, ROOM 1110A  
 SALT LAKE CITY, UTAH 84111

Exhibit A & B



**WEST\***  
 S/E EAST  
 W/E/E EAST  
 AG/CH/AN  
 NONE NOTED  
 \*MAYBE

SALT LAKE

NET/FAC

U-1-01306

PRIVATE

RT.1