

EASEMENT

6117260

The Undersigned Grantor ( and each and all of them if more than one) for and in consideration of ONE THOUSAND TWO HUNDRED dollars (\$ 1,200.00 ) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to U S WEST communications, Inc., a Colorado corporation, (Grantee) whose address is 250 Bell Plaza, Salt Lake City, Utah 84111, its successors, assigns, lessees, licensees and agents, a perpetual easement to construct, reconstruct, operate, maintain and remove such telecommunications 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:

Beginning in the north boundary line of said Grantors land, which point is approximately 466 ft. north and 40 ft. east from the W 1/4 corner of section 2, T. 3S., R.1W., S.L.B. & M; thence South 9.00 ft. long the east line and east line extended of an irrigation clean out facility; thence West 7 ft., more or less, to the easterly right-of-way line of 1300 West Street; thence South 6.00 ft. along said easterly right-of-way line; thence East 19 ft., more or less, to a point 12 ft. east and 15 ft south from said point of beginning; thence, North 15.00 ft. to said north boundary line; thence West 12.00 ft. along said north boundary line to the point of beginning.

The above described easement contains 222 square feet, more or less.

situate in County of Salt Lake, State of Utah.

Grantee shall have the right of ingress and egress over and across that land of the Grantor to and from the above-described property and the right to clear and keep cleared all trees and other obstructions. Grantee shall be responsible of all damage caused to Grantor arising from Grantee's exercise of the rights and privileges herein granted.

The 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.

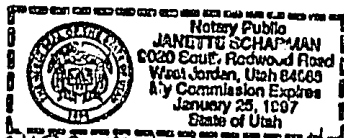
Signed and delivered this 13 day of June, A.D., 1995

At Salt Lake City Ut Grantor James E. Schmeidel  
Shirley K. Schmeidel

STATE OF UTAH \_\_\_\_\_ )  
 ) SS.  
 COUNTY OF Salt Lake )

On the 13 day of June, 1995, personally appeared before me James E. Schmeidel & Shirley K. Schmeidel, the signed of the above instrument, who duly acknowledged to me that (he)-(she) (they) executed the same.

WITNESS my hand and official seal this 13 day of June, 1995.



Janette Schapman  
 Notary Public

JOB 5260492 Midvale - NW 1/4 Sec 2 3s 1w SUB: M / 27-02-152-018

Mail to: US WEST Communications, 1425 West 3100 South, SLC UT 84109

BK 7183pg2895

07/10/95 10:16 AM 6117260 12.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
U.S. WEST COMMUNICATIONS  
REC BY: Z JOHANSON , DEPUTY - MP

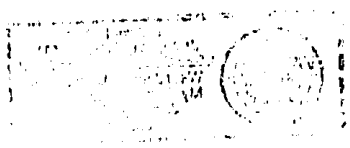
RIGHT-OF-WAY NO PH097-520

JOB NO 526C492

EXCHANGE Midvale

12.06  
7045C

DO NOT REMOVE  
THIS LABEL



BK 7183PG2896

**DON GREEN**  
RIGHT-OF-WAY