

12

6160948

EASEMENT

R/W RW083452

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of One dollars (\$1.00) 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:

A five foot strip of land within, and adjacent to, the blacktop private access road in a parcel of land located in the W 1/4 NW 1/4, Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian.

Said parcel of land, tract of land and strip of land are more particularly described as follows:

BEG S 382.8 FT & E 516.12 FT & S 22- W 347.58 FT & S 16-20' E 95.04 FT; S 9-45' E 61.38 FT FR NW COR SEC 15, T2S, R1E, SLB&M; S 9-45' E 14.75 FT; S 36- E 136.5 FT; S 28-30' E 9.08 FT; S 86- E 169.66 FT; S 67-34' E 120.52 FT; N 27.04 FT; N 67-34' W 114.26 FT; N 86- W 160 FT; N 28-30' W 82 FT; N 36- W 130 FT; N 9-45' W 3.98 FT M OR L TO AN OLD FENCE LINE; N 85-50'10" W 25.75 FT TO BEG. 0.29 AC M OR L. 2411-539

situate in County of Salt Lake, State of Utah.

Grantee 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 trees and other obstructions. Grantee shall be responsible for 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.

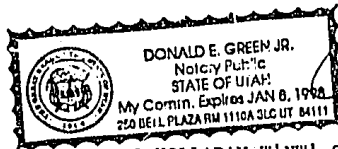
Signed and delivered this 26 day of July, A.D., 1995.

At SALT LAKE CITY Grantor: Francis P. Hoagland

Francis P. Hoagland
FRANCIS P. HOAGLAND

STATE OF UTAH)
)
COUNTY OF SALT LAKE) ss

On the 26th day of July, 1995, personally appeared before me FRANCIS P. HOAGLAND, the signer of the above instrument, who duly acknowledged to me that he executed the same. WITNESS my hand and official seal this 26th day of July, 1995.



Donald E. Green Jr.
Notary Public

536B312 HOLLADAY W 1/4 NW 1/4 SEC15 T2S R1E SLB&M PARCEL: 22/510422

Mail to: U S WEST Communications, 1425 West 3100 South, W.V.C., UT. 84119

6160948
09/08/95 08:59 AM 12.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
U S WEST COMMUNICATIONS
REC BY:D KILPACK DEPUTY - WI

BK 7223 Pg 1625

RIGHT OF-WAY NO. RW083452

JOB NO. 536B312

EXCHANGE HOLIDAY

\$12⁰⁰
7045c

SALT LAKE

BK 7223 PG 1626