

12

EASEMENT

R/W 83854

6369707

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of One Thousand dollars (\$ 1000<sup>00</sup>xx ) 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:

An easement eight (8) feet in width being four (4) feet on each side of the following described center line:

Beginning at a point which is East 858 feet and North 356.4 feet and North 15°15'30" West 199.7 feet from the Southwest corner of Section 28, Township 1 South, Range 1 East, Salt Lake Base and Meridian. Said point is East 30 feet and South 15°15'30" East 4 feet from the Northwest corner of Grantor's property. Commencing thence East 28 feet more or less to end.

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 17<sup>th</sup> day of May, A.D., 1996  
At SLC, Ut. Grantor Charles A. Larsen  
Charles A. Larsen

STATE OF UTAH )  
COUNTY OF Salt Lake )<sup>SS</sup>

On the 17<sup>th</sup> day of May, 1996, personally appeared before me Charles A. Larsen, the signer of the above instrument, who duly acknowledged to me that (he) (~~she~~) (~~they~~) executed the same.

WITNESS my hand and official seal this 17<sup>th</sup> day of May, 1996.



Donald E. Green  
Notary Public

JOB NO. 626A854 - S.L.SO SW1/4 28 T1S R1E SLB&M - Parcel 16-28-354-003

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

BK 74 | OP 2152

6369707  
05/30/96 11:28 AM 12.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
U.S. WEST COMMUNICATIONS  
REC BY: V ASHBY DEPUTY - MP

RIGHT-OF-WAY NO 83854

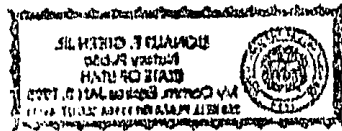
JOB NO 6864854

EXCHANGE S.L. South

*RWC  
10/5/96*

Salt Lake

DON GREEN  
RIGHT OF WAY



BK 74 | 0 PG 2 | 53