

RECORDING INFORMATION ONLY

684074

Recorded at request of Mountain Bell Fee Paid \$ 6.50 Date SEP. 28 1984 at 2:36 PM CAROL DEAN FACE Recorder Davis County By Garetton Sweden Deputy Book 1007 Page 889

RIGHT-OF-WAY EASEMENT

300 37-7111 C 4-2-7111 C TEN

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of TEN dollars (\$ 10.00) 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 which the Grantor owns or in which the Grantor has any interest, to wit:

An easement five (5) feet in width described by a centerline with two and one-half (2.5) feet on each side as follows:

Beginning at a point North 89°48'05" East 173.815 feet and South 0°10'30" East 114.30 feet from the Northeast corner of Lot 4, Block "L", North Millcreek Plat, Bountiful Townsite Survey; thence South 89°48'05" West 64 feet,

Also, beginning at a point North 89°48'05" East 173.815 feet and South 0°10'30" East 332.60 feet from the Northeast corner of said Lot 4; thence North 87°52'35" West 385.00 feet; thence North 0°43'18" East 5.52 feet; thence West parallel to that certain old fence line described in Decree No. 61341, recorded in Book "F" of Decrees, page 136 in the Davis County Recorders Office 160.52 feet; thence North 0°11'05" West 200.92 feet to end,

This right is subject to the addendum attached hereto and by this reference incorporated herein.

Abstracted Indexed Entered On Margin Compared Platted

Situate in County of DAVIS State of Utah, TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above-described property, the right to clear and keep cleared all trees and other obstructions as may be necessary.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 18th day of September, A.D., 19 84

At Boise, Idaho Grantor Albertson's Inc.

By: Mimi C. [Signature] Title: Secretary

By: Thomas R. [Signature] Title: Senior Vice President

STATE OF IDAHO ) COUNTY OF ADA ) ss.

On the 18th day of September, 19 84, personally appeared before me, Thomas R. Galvin, Senior Vice President, the signer of the above instrument, who duly acknowledged to me that (he) or (she) executed the same.

WITNESS my hand and official seal this 18th day of September, 19 84.

My commission expires Notary Public Carol L. Wood My Commission Expires Boise, Idaho 83705 Lifetime

[Signature] Notary Public

Notary Public Residing in

Table with columns: R/W NUMBER, EXCHANGE CODE, JOB NO., RR NAME, GEO. LOCATION, QUARTER SECTION, SECTION, TOWNSHIP, RANGE, REMARKS. Includes details for Lot 4, Block L, North Millcreek Plat, Bountiful Townsite, and Mountain Bell/Right of Way.

Grantor: Albertson's Inc.

Grantee: The Mountain States Telephone and Telegraph Company

Instrument Date: September 18, 1984

Anything in this instrument to the contrary notwithstanding, Grantee by recording this instrument and/or exercising the rights herein granted agrees to the following conditions:

(a) The easement(s) herein granted are subject to all easements and encumbrances of record and are non-exclusive provided later granted easements shall be subject to Grantee's rights and uses.

(b) All lines, equipment and their related components and supports placed within the described easement area(s) by Grantee, or Grantee's agents or contractors, pursuant to this instrument ("Grantee's Property") shall remain the property of Grantee.

(c) Grantor and its successors and assigns retain the right to full use of the surface of the described easement area(s) except where Grantee has placed Grantee's Property, provided, however, Grantor will not erect any building or major structure within the described easement area(s). All lines shall be below the surface of the described easement area(s), except such other communication facilities that are required upon the surface of the easement.

(d) Grantee shall at all times safely operate and maintain Grantee's Property within the described easement area(s) and shall promptly repair and restore to a reasonable condition any paving, parking lot striping or other improvements, except buildings, existing within the described easement area(s) which are disturbed by the construction or maintenance of Grantee's Property by Grantee, or Grantee's agents or contractors.

(e) Grantee shall not in the exercise of the within easement(s) unreasonably interfere or obstruct Grantor, or Grantor's agents or contractors, in the location or construction of any buildings located in the area adjoining the described easement area(s), or unreasonably interfere with any business of Grantor. Nothing in this paragraph (e), however, shall allow Grantor or Grantor's agents or contractors to construct a building or other major structure within the described easement area as provided in Paragraph (c) herein, or to unreasonably interfere with Grantee's rights to construct, operate and maintain Grantee's Property hereunder.

(f) After recording this instrument, Grantee shall provide Grantor with the date, instrument number, book and page of recording.