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

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26 JUNE 90 03:14 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
U S WEST COMMUNICATIONS
REC BY: SHARON WEST , DEPUTY

EASEMENT

PACIFICORP, an Oregon Corporation, dba Utah Power & Light Company, (successor in interest by merger to Utah Power & Light Company, a Utah Corporation) whose principal place of business is located at 1407 West North Temple, Salt Lake City, Utah, Grantor, does hereby grant and convey to Mountain States Telephone and Telegraph Company, a Colorado corporation, whose principal place of business is located at 931 14th Street, Denver, Colorado, 80202, Grantee, their successors and assigns, a right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace an underground fiber optic cable, which easement is situated in Salt Lake County, State of Utah, over and through a parcel of the Grantor's land lying within a strip ten (10) feet wide, said strip extending five (5) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof which is more particularly described as follows:

An easement ten (10) feet in width described by a center line with five (5) feet on each side as follows:

Commencing at a point on the south line of Utah Power & Light Company's corridor, said point being 2412.0 feet south and S.61°35'W. 72.8 feet from the northeast corner of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence N.0°14'W. 156.0 feet, more or less, to the north line of said Utah Power & Light Company's corridor.

This easement is granted subject to the following restrictive conditions:

1. Grantee will not make any use of the easement herein granted which will be inconsistent with, or interfere in any manner with Grantor's operation, maintenance or repair of Grantor's existing installations or additional construction and installations constructed after the grant of this easement which will cross over, under and/or above the property as herein described.

2. Grantee will not use or permit to be used on said easement construction cranes or other equipment having a boom or

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similar attachment in excess of 14 feet in height which may come in contact with the Grantor's overhead electrical lines.

3. In the event Grantee ceases to use property described by the easement for the purpose of an underground fiber optic cable, this easement shall thereupon immediately terminate, and the Grantee will remove its installation and all associated auxiliary fixtures, and restore the premises substantially to its original condition.

4. This easement is limited to the construction of an underground fiber optic cable along the route described herein and the installation of laterals, taps, or subfeeds from the underground fiber optic cable will not be made without a separate easement.

5. This easement does not preclude or prevent the Grantor from making use of, for its purposes, the land area over the underground fiber optic cable. The Grantee will provide protection for the underground fiber optic cable.

6. In the event it becomes necessary to relocate the underground fiber optic cable to accommodate Grantor's use of its property, said underground fiber optic cable will be relocated at no expense to Grantor. The Grantor will provide a new, feasible location and easement to accommodate the relocation of said underground fiber optic cable.

7. Grantee agrees to defend, protect, indemnify and hold harmless the Grantor from and against liability, damage, loss, costs, and expenses, including attorney's fees, on account of injury or damage to persons or property occurring on or occasioned by facilities or equipment owned or controlled by Grantee and

Mountain States Telephone & Telegraph Company

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arising by reason of Grantee's use and occupation of the property pursuant to this easement.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 14th day of May, 1990.

UTAH POWER AND LIGHT COMPANY,
a Division of PacifiCorp,
an Oregon Corporation

Sam J. Christensen
Vice President

STATE OF Utah :ss
COUNTY OF Catonsville

On the 14th day of May, 1990, personally appeared before me Sam J. Christensen, who being duly sworn did say that he is a Vice President of UTAH POWER & LIGHT COMPANY, a division of PacifiCorp, an Oregon corporation, and that said instrument was signed in behalf of PacifiCorp by delegation of authority authorized by a resolution of its Board of Directors, and the said Vice President acknowledged to me that said corporation executed the same.

My Commission Expires:

June 13 1992

Sam J. Christensen
NOTARY PUBLIC
Residing at: 1414 S. Park Ave. Salt Lake City, UT 84143

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RIGHT-OF-WAY NO

JOB NO 11-0-0824

EXCHANGE Wain

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