The Undersigned Grantor (and each and all of them if more than one) for and in consideration of ONE HUNDRED dollars (\* 100.00 ) 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:

Commencing North 89°42'30' West 72.11 feet from the Northeast corner of Lot 3, Capricorn Way Subdivision, a part of the Southeast Quarter of Section 34, Township 1 South, Range 1 East, Salt Lake Base and Meridian; thence North 89°42'30' West 45.00 feet; thence North 00°17'30" East 8.00 feet; thence North 89°42'30' West 6.00 feet; thence South 00°17'30" West 14.00 feet; thence South 89°42'30" East 41.00 feet, more or less to the Northeasterly line of said Lot 3; thence North 59°00'00" East along said Northeasterly line 11.6 feet, more or less to the point of beginning,

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. 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 /9 day of, A.D., 1994
At SALT LAKE CITY Grantor: JONES ONKMONT, L. P.
By: Walel / breen
Title: frus.
STATE OF UTAH )
COUNTY OF SALTLAKE)
On the 19TH day of JUNE, 1994, personally appeared before me DALE V JONES, 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 $197u$ day of $1994$ .
F MICHAEL JOHNSON Notary Public STATE OF UTAH  THE CONTROL  THE CONTRO

43656MW HOLLADAY - SEX 34 TIS RIE SLB&M - PARCEL: 16-34-479-015

My Comm. Expires NOV 4, 1997 250 BELL PLAZA SLC UT 84111

Mail to: U S WEST Communications, 250 Bell Plaza Rm 1110A, SLC, Ut. 84111

Notary Public

MICHAEL JOHNSON

JUB NO. 43(25CM)

RIGHT-OF-WAY NO. ---

EXCHANGE HOLLADAY

7046c 440c 41292 Sarr Laxe

5855333 12.00
06/21/94 10:01 AM 12.00
KATIE L DIXON
RECORDER, SALT LAKE COUNTY, UTAH
U.S. WEST COMMUNICATIONS
REC BY:B GRAY , DEPUTY - MP