

2376073

RIGHT OF WAY EASEMENT

THE UNIVERSITY OF UTAH, a body corporate and politic of the State of Utah, Grantor, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, hereby grants and conveys to The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado, 30202, Grantee, a Right of Way Easement and the right to construct, operate, maintain and remove an underground duct line system for communications and other facilities, from time to time, as said Grantee may require upon, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to-wit:

The land of the Grantor located in the Southwest Quarter of Section 3, the Southeast Quarter of Section 4, and the Northwest Quarter of Section 10, Township 1 South, Range 1 East, Salt Lake Base and Meridian;

The Right of Way Easement shall be ten feet wide lying five feet on each side of the following described center line:

Beginning at a point which is approximately South 8.40 feet and West 5,194.30 feet from the Southeast corner of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian, said point also being North $86^{\circ} 47' 03''$ West 1,037.071 feet; North $0^{\circ} 15'$ East 94.9 feet; North $30^{\circ} 30'$ West 1,585.8 feet from the Salt Lake City Survey Monument at Padley Street and Sunnyside Avenue; thence North 41° East 1,543 feet running on the Southeast side of Wakara Way to Mountain States Telephone and Telegraph Company MN 3005 situated in the Northeast corner of Wakara Way and Arapeen Drive situated in the County of Salt Lake, 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 and the right to permit other utility companies to use the right of way jointly with Grantee for their utility purposes.

By acceptance of this Right of Way and easement grant, Grantee agrees to indemnify and save harmless the University of Utah from any and all loss, damage, expense, claims or demands resulting from negligence of Grantee in the construction, repair, maintenance, replacement or operation of Grantee's facilities hereunder.

The Grantor reserves the right to substitute a new easement location if in opinion of Grantor such relocation is necessary; however, should the Grantor so elect the cost of relocating the facilities shall be paid in full by Grantor and a new and suitable easement shall be provided Grantee at no cost to Grantee.

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

Recorded MAR 19 1971 at 2:23 p.m.
 Request of M. S. T. & T.
 Fee Paid JERADEAN MARTIN
 Recorder, Salt Lake County, Utah
 \$ 3.00 By [Signature] Deputy
 Ref

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 9th day of March, 1971.

ATTEST:

[Signature]
(SEAL)

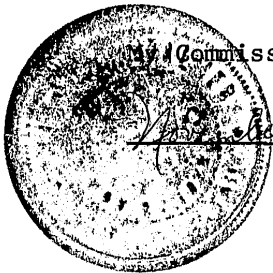
THE UNIVERSITY OF UTAH

By [Signature]

STATE OF UTAH)
County of Salt Lake) ss.

On the 9th day of March, 1971, personally appeared before me Edward W. Clyde who by me being duly sworn did say that he is the Chairman of the Institutional Council of the University of Utah, a body politic and corporate, and that the foregoing instrument was signed on behalf of the University of Utah by authority of a resolution of its Institutional Council, and the said Edward W. Clyde acknowledged to me that the University of Utah executed the same.

[Signature]
NOTARY PUBLIC
Residing at Salt Lake City, Utah



Commission Expires:
March 22, 1972