

12

EASEMENT

R/W 82887

5826350

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of FIVE THOUSAND dollars (\$ 5000.00) 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 South 89°55' West 206.07 feet and North 00°02'30" West 970.264 feet and South 89°57'30" West 33 feet from the Southeast corner of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°57' West 43 feet; thence South 00°02'30" East 12 feet; thence North 89°57' East 15 feet; thence North 00°02'30" West 6 feet; thence North 89°57' East 22 feet; thence South 00°02'30" East 78 feet; thence North 89°57' East 6 feet; thence North 00°02'30" West 84 feet 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 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 11 day of May, A.D., 1994

At CACHE County, UTAH

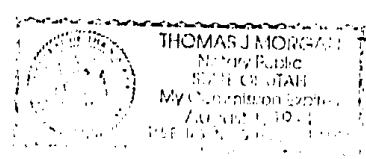
Grantor: DOMINGUEZ PARK III

By: [Signature]
Title: President
Business Capital & Location

STATE OF UTAH)
COUNTY OF CACHE) ss

The foregoing instrument was acknowledged before me this 11 day of May, 1994, by DELL LOY HANSEN the President of The Dominguez Park III

WITNESS my hand and official seal this 11 day of May, 1994.



[Signature] Notary Public

JOB 2167912 MURRAY - SEX SEC 35 T1S R1W S L B & M. - Parcel 15-35-400-061

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

BK6942P62554

5826350
05/18/94 2:07 PM 12.00
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
U.S. WEST COMMUNICATIONS
REC BY B GRAY DEPUTY - MP

RIGHT-OF-WAY NO R/W 82887
JOB NO 2167912
EXCHANGE Murray
R 505
3305
1998

BK6942PG2555

DON GREEN
RIGHT-OF-WAY