

SE-15-471-14

EASEMENT

R/R 82779

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of THREE HUNDRED dollars (\$ 300.00) 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:

An easement 6 feet in width being 3 feet on each side of the following centerline:

Commencing South 88°52'50" West 1335.84 feet along the quarter section line and South 01°07'10" East 192.72 feet and South 88°52'50" West 212.78 feet from the East Quarter corner of Section 15, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence South 01°07'10" East 165.55 feet to end.

4410-004-0039
RETURNED

FEB 18 1994

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CAROL DEAN PAGE, DAVIS CNTY RECORDER
1994 FEB 18 8:30 AM FEE 10.00 DEP DJW
REC'D FOR US WEST

situate in County of . DAVIS , 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 8th day of FEBRUARY, A.D., 1994

At LAYTON

Grantor

Robert L. Green
Mary L. Green

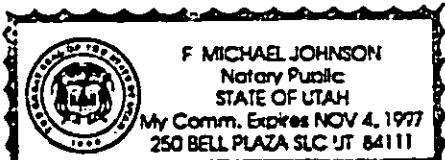
STATE OF UTAH

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ss

COUNTY OF DAVIS)

On the 8th day of FEBRUARY, 1994, personally appeared before me ROBERT L. GREEN & MARY L. GREEN, the signer of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same.

WITNESS my hand and officia' seal this 8th day of FEBRUARY, 1994.



F. Michael Johnson
Notary Public

3165520 KAYSVILLE - SEC 15 T4N R1W SLB&M - PARCEL: 10-002-0039

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

RIGHT-OF-WAY NO. RWQ 82779

JOB NO. 3165520

EXCHANGE - KANSVILLE

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MICHAEL JOHNSON