

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of TWENTY-FIVE HUNDRED dollars (\$ 2500.00) 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 at the East Quarter corner of Section 15, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence South 88°52'50" West 1335.84 feet along the quarter section line; thence South 01°07'10" East 192.72 feet; thence South 88°52'50" West 219.78 feet; thence South 01°07'10" East 165.55 feet to the true point of beginning;

Thence North 88°52'50" East 34.71 feet thence South 01°07'10" East 10.00 feet; thence South 88°52'50" West 34.71 feet; thence North 01°07'10" East 10.00 feet to the point of beginning,

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REC'D FOR U S WEST

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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 8<sup>th</sup> day of FEBRUARY, A.D., 1994

At LAYTON

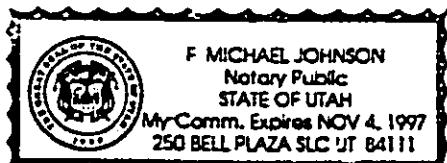
Grantor

*Robert W. Green & Mary L. Green*

STATE OF UTAH

ss

COUNTY OF DAVIS



*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

MICHAEL JOHNSON

E 1100495 S 1730 P 686

RIGHT-OF-WAY NO. RWO 82780

JOB NO. 3165520

EXCHANGE KANSASVILLE

41000  
10450

Daniels

DO NOT  
DISTURB  
THIS SITE