

EASEMENT

[INDIVIDUAL]

R/W RE083359

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of One Thousand Two Hundred Fifty dollars (\$ 1,250.00) 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:

A tract of land situated in the NW $\frac{1}{4}$ of Section 22, Township 5 North, Range 2 West, Salt Lake Base and Meridian; Said tract of land is more particularly described as follows:

Beginning at a point 328.43 feet West of the SE corner of said Quarter Section, and running thence North 33 feet to the point of beginning, thence North 22 feet, thence West 10 feet, thence South 10 feet, thence East 4 feet, thence South 12 feet and thence East 6 feet to the point of beginning.

situate in County of Weber, 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 23rd day of JUNE, A.D., 1995.

At Roy, Utah

Grantor:

Darrell A. Call
Darrell A. Call
Patricia Ann Call
Patricia Ann Call

STATE OF UTAH)

SS

COUNTY OF WEBER)

On the 23rd day of JUNE, 1995, personally appeared before me Darrell A. Call and Patricia Ann Call, the signers of the above instrument, who duly acknowledged to me that they executed the same.

WITNESS my hand and official seal this 23rd day of JUNE, 1995.



F. Michael Johnson
Notary Public

516c496

DA2145 - CLEARFIELD NW $\frac{1}{4}$ 22 T5N R2W SLB&M - PARCEL: 09-88-0026

Mail to: U S WEST Communications, 1425 West 3100 South, W.V.C., Ut. 84119