

EASEMENT

R/W 084098

Ad ID# 81078471

PT 15-098-0006

The Undersigned Grantor (and each and all of them if more than one) for in consideration of Five Thousand and No/100 Dollars (\$5,000.00) and other valuable consideration, 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 in the Northeast Quarter of Section 36, Township 6 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Beginning at a point 2740.16 feet North 00°02'00" East along the East line of said Section 36 and North 89°44' West 33 feet; from the Southeast corner of said Section 36 to true point of beginning; thence North 89°44'00" West 20.0 feet; thence North 15.0 feet; thence South 89°44'00" East 20.0; thence South 15.0 feet to point of beginning, situate in County of Weber, State of Utah.

Grantee agrees not to perimeter fence the above described easement.

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 7th day of January, A.D., 1997

At Wahne County Grantor LASAR Investment Company  
By Linda H. Sheppard Part  
Title Partner

STATE OF UTAH )  
 ) SS  
COUNTY OF WEBER )

The foregoing instrument was acknowledged before me this 7th day of JANUARY, 1997, by LINDA H. SHEPPARD the Partner of of The LASAR Investment Company  
WITNESS my hand and official seal this 7th day of JANUARY, 1997.



Earl L. Taylor  
Notary Public

E# 1454861 BK1847 PG1762  
DOUG CROFTS, WEBER COUNTY RECORDER  
12-FEB-97 906 AM FEE \$10.00 DEP NH  
REC FOR: U.S.WEST.COMMUNICATIONS

JOB NO.616B189 - NE 1/4 36 T6N R2W SLB&M - PARCEL:15-098-0006

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