

## EASEMENT

R/W R#082953

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of TWENTY FIVE dollars (\$ 25.00 ) 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:

All roads within Swiss Mountain Estates Numbers 1, 2, 3 and 4, subdivisions situated in the West half of Section 33, Township 3 South, Range 4 East, Salt Lake Base and Meridian.

ENTRY NO. 17422 DATE 8-1-94 TIME 11:55 FEE 303.00  
 RECORDED FOR U S WEST BOOK 282 PAGE 475  
 RECORDER JOE DEAN HUGER BY PEGGY SULSER

situate in County of WASATCH, State of Utah. PAGE 1 INDEX ( ) ABSTRACT ( ) PLAT ( ) CHECK ( )

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 14<sup>th</sup> day of July, A.D., 1994

At Heber City, Utah

Grantor: SWISS ALPINE WATER COMPANY

by: Louis B. Cardon

By: Duane J. Arrowsmith

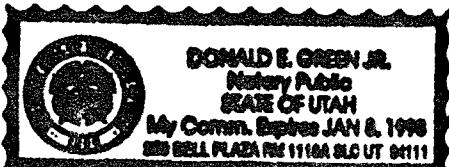
Title: PRESIDENT

Title: VICE PRESIDENT

STATE OF Utah, ss  
 COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of July, 1994, by Louis B. Cardon the PRESIDENT and also Duane J. Arrowsmith the VICE PRESIDENT of SWISS ALPINE WATER COMPANY.

WITNESS my hand and official seal this 14<sup>th</sup> day of July, 1994.



Donald E. Green Jr.  
 Notary Public

R#082953

4266120

JOB NO. HBCY - W1/2 SEC 33 T3S R4E SLB&M SWISS MOUNTAIN ESTATES

Mail to: U S WEST Communications, 250 Bell Plaza, P.O. Box 11100, SLC, Ut, 84111

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