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02 JANUARY 91 01:15 PM
KATIE L. DIXON
RECODER, SALT LAKE COUNTY, UTAH
U S WEST COMMUNICATIONS
REC BY: REBECCA GRAY , DEPUTY

RIGHT-OF-WAY EASEMENT

5007855

The undersigned, Laurel Partnership, a New York partnership, and First Security Bank of Utah, N.A. (collectively "Grantor") for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains and conveys unto the Mountain States Telephone and Telegraph Company, A Colorado corporation, 931 14th Street, Denver, Colorado, 80202, "Grantee", its successors, assigns, lessees, licensees and agents, a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which either Grantor owns or in which either Grantor has any interest, at such points as such Right-of-Way Easement may be found to intersect and cross over the land owned by each such respective Grantor, to-wit:

An easement six (6) feet in width, three (3) feet on each side of buried telephone cable on the following described property:

BEGINNING at an existing telephone junction box which is North 814.18 feet and East 1096.59 feet from the Southwest Corner of Section 36, Township 2 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing: South 0 degrees 13 minutes 50 seconds West from the Southwest Corner of said Section 36 to the West Quarter Corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian) and running thence South 30 degrees 02 minutes 25 seconds West 10.00 feet; thence North 59 degrees 57 minutes 35 seconds West 479.62 feet; thence North 14 degrees 57 minutes 35 seconds West 35.36 feet to a point on the arc of a 533.44 foot radius non-tangent curve to the left; thence along the arc of said curve 136.87 feet (chord bears: North 22 degrees 41 minutes 22 seconds East 136.50 feet); thence North 89 degrees 03 minutes 50 seconds East 50.00 feet; thence North 84 degrees 46 minutes 45 seconds East 40.12 feet; thence North 89 degrees 03 minutes 50 seconds East 320.00 feet, more or less, to an existing telephone line, the location of which line is drawn on Exhibit "A" attached hereto and incorporated herein by this reference.

said easement and property being situate in County of Salt Lake, State of Utah, TOGETHER with the non-exclusive right of ingress and egress over and across the lands of the Grantor to and from the above-described property, the right to clear and keep cleared all trees and other obstructions as may be necessary.

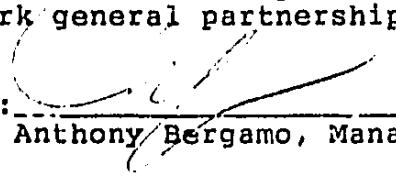
BK6280PG0401

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

This Right-of-Way Easement may be signed and delivered in counterpart.

Signed and delivered this 30 day of November, A.D., 1990.

Grantor - Laurel Partnership, a New York general partnership

By: 
Anthony Bergamo, Manager

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On the 30 day of November, 1990, personally appeared before me, a notary public, Anthony Bergamo, the signer of the above instrument, who duly acknowledged to me that he executed the foregoing instrument as duly authorized Manager of Laurel Partnership, a New York general partnership, and that said partnership thereby executed the same.

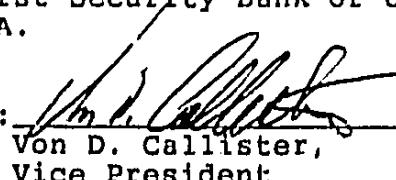
WITNESS my hand and official seal this 30 day of November, 1990.

My Commission Expires:

MALCOLM CHAFFETZ
Notary Public, State of New York
No. 0310425
Qualified in Westchester County
Commission Expires January 31, 1992

Notary Public
Residing at: New York NY

Grantor - First Security Bank of Utah, N.A.

By: 
Von D. Callister,
Vice President

STATE OF UTAH)
COUNTY OF SALT LAKE)

On the 1st day of November, 1990, personally appeared before me, Von D. Callister, the signer of the above instrument,

who duly acknowledged to me that he is the Vice President of First Security Bank of Utah, N.A., and that he executed the same on behalf of said national banking association.

WITNESS my hand and official seal this 1st day of November, 1990.

My Commission Expires:

2-14-91

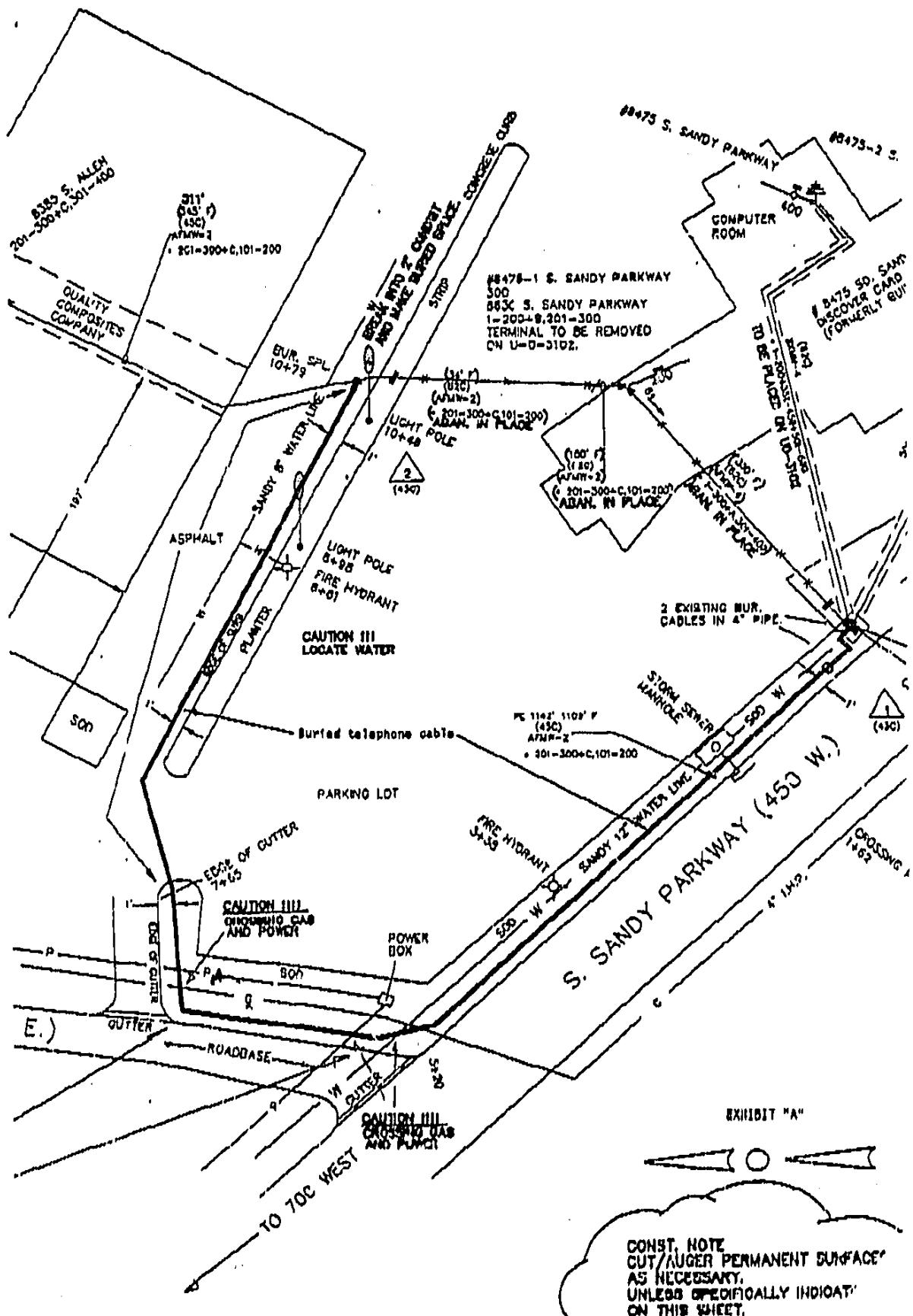
LGM#132


Notary Public
Residing at: Salt Lake City, Utah

RCV BY:SLC, UTAH

110-22-80 1 15:18 1

80113501705→ RAY QUINNEY NEBEKER:# 3



CONST. NOTE
CUT/AUGER PERMANENT SURFACE
AS NECESSARY,
UNLESS SPECIFICALLY INDICATED
ON THIS SHEET.

TOTAL P.03

2X6280PG0404

CONSENT TO RIGHT-OF-WAY EASEMENT

Massachusetts Mutual Life Insurance Company, as "Beneficiary" under that certain Deed of Trust and Security Agreement dated October 3, 1990, and recorded October 5, 1990 as Entry No. 4974538 in Book 6258 at Pages 2083 et. seq. of the Official Records of the Salt Lake County, Utah Recorder, and as secured party or holder of record of all other security documents related to said Deed of Trust including the Assignment of Leases and Rents recorded as Entry No. 4974539 and a UCC-1 recorded as Entry No. 4974540, does hereby consent to and join in the foregoing Right-of-Way Easement in favor of Mountain States Telephone and Telegraph Company.

Signed and delivered this 30th day of November, 1990.

Massachusetts Mutual Life
Insurance Company

John M. Kettler
By: John M. Kettler
Its: Second V.P.

COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF Barnstable }

On the 30 day of November, 1990, personally appeared before me, John M. Kettler, the signer of the above instrument, who duly acknowledged to me that he is the Second Vice President of Massachusetts Mutual Life Insurance Company, and that he executed the same on behalf of said corporation.

John M. Kettler
Notary Public
Residing at: 240 S. 4th, Suite 100

My Commission Expires:
October 29, 1993

LGM+133

EX 6280FS0405

RIGHT-OF-WAY NO. RIG3132

SK 6280550406

JOB NO. J-0-C175

EXCHANGE MIDVALE

R 7045C \$11.00

Del. Jacobs