

EASEMENT

R/W RW083093

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of ONE HUNDRED dollars (\$ 100.00 ) 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 underground 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:

An easement 6 feet in width, the westerly line of which being as follows:

Commencing South 00°03'34" East 66.5 feet and North 89°56'26" East 36.85 feet from the North Quarter corner of Section 3, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence South 00°54'51" East 167.96 feet; thence South 01°41'39" East 300.04 feet; thence South 06°48'55" East 52.5 feet to Grantor's southerly property line,

situate in County of SALT LAKE , 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, to the extent necessary for Grantee to exercise the easement rights granted hereunder. Grantee shall repair, at Grantee's sole cost and expense, all damage caused to Grantor or Grantor's property arising from Grantee's exercise of the rights and privileges herein granted.

Grantee shall indemnify and hold the Grantor harmless from and against any and all claims, demands, and liabilities of every kind and nature arising out of any action or claim by any third party for personal injury or property damage arising out of the construction or operations of said cable.

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 Grantor shall have the right to relocate the easement granted hereunder, at Grantor's expense, provided doing so would not materially interfere with or restrict Grantee's use of the easement.

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

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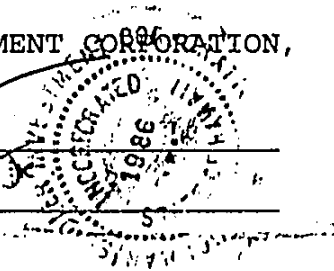
arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

Signed and delivered this 28<sup>th</sup> day of November, A.D., 1994

Grantor: NATIONAL WAREHOUSE INVESTMENT COMPANY,  
a California limited partnership

By: HOLMAN/SHIDLER INVESTMENT CORPORATION,  
a Hawaii Corporation

By: ROBERT W. HOLMAN, JR.  
Its: PRESIDENT

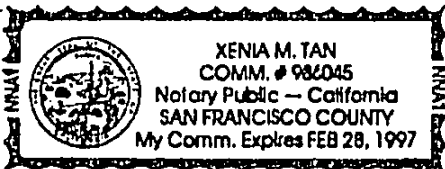


STATE OF CALIFORNIA )  
COUNTY OF SAN FRANCISCO ) SS

On the 29<sup>th</sup> day of NOVEMBER, 1994, personally appeared before me ROBERT W. HOLMAN, JR., the signer of the above instrument, who duly acknowledged to me that (he) ~~that they~~ executed the same.

WITNESS my hand and official seal this 29<sup>th</sup> day of NOVEMBER, 1994.

Xenia M. Tan  
Notary Public



4266127 S. L. MAIN & WEST - NE 3 T1S R1W SLB&M - PARCEL: 15-03-201-001

Mail to: U S WEST Communications, 250 Bell Plaza Rm 1110A, SLC, Ut. 84111

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RIGHT-OF-WAY NO. ~~R 0-8 3093~~

JOB NO. 42666127

EXCHANGE S. L. MAIN & WEST

\$14.00  
7045c

SALT LAKE

DO NOT REMOVE THIS PAGE

03/22/95 11:07 AM 6045363 12.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
U.S. WEST COMMUNICATIONS  
REC BY: B GRAY DEPUTY - MP

MICHAEL JOHNSON

BK 7120P60993