

12

EASEMENT

R/W 83471

6157981

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of THREE THOUSAND dollars (\$ 3000.00 ) 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:

Beginning at a point which is North 399.3 feet and East 270.73 feet and North 04°00'25" East 7.2 feet from the Southeast corner of Section 24, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence West 65 feet; thence South 04°00'25" West 12 feet; thence East 15 feet; thence North 04°00'25" East 6 feet; thence East 50 feet; thence North 04°00'25" 6 feet to the point of beginning

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 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 16<sup>th</sup> day of August, A.D., 1995

At Midvale, Ut.

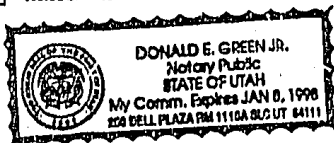
Grantor Bryan A. Christensen

Thora W. Christensen

STATE OF UTAH )  
COUNTY OF Salt Lake ) SS

On the 16<sup>th</sup> day of August, 1995, personally appeared before me Bryan & Thora Christensen, the signer of the above instrument, who duly acknowledged to me that ~~(he)~~ ~~(she)~~ (they) executed the same.

WITNESS my hand and official seal this 16<sup>th</sup> day of August, 1995.



Donald E. Green Jr.  
Notary Public

JOB 526C066 MIDVALE - SW1/4 SEC 19 T2S R1E SLB&M - Parcel 22-19-352-007

Mail to: U S WEST Communications, 1425 West 3100 South, SLIC, Ut. 84109

BK7221 PG0064

6157981  
09/05/95 1:25 PM 12:00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
U.S. WEST COMMUNICATIONS  
REC BY: B GRAY DEPUTY - MP

RIGHT-OF-WAY NO Plw 83471

JOB NO 586066

EXCHANGE Midvale

*R  
7095-C  
18:00*

BK 722 | PG 0065

**DON GREEN**  
RIGHT-OF-WAY

