

2/10/96 6281829 10:10 AM  
02/16/96 10:10 AM 14-00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
U.S. WEST COMMUNICATIONS  
REC BY: J MORETON DEPUTY - WI

EASEMENT

R/W 83710

6281829

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Two Hundred dollars (\$200.00) 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:

An easement 6 feet in width being 3 feet on each side of the following described centerline: Commencing 515 feet west and 43 feet south of the NE corner of Section 31, T. 1 South, R. 1 West SLM, thence running westerly 157.25 feet to the west line of the grantor's property,

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.

The Grantee, by acceptance of the easement granted herein, does covenant and agree with Grantor that:

1. The Grantee shall, upon completion of any installation of the facilities described above (the "Improvements") and at its sole cost and expense, remove all debris and restore the surface of the easement area to its previous condition.
2. The Grantee shall maintain the Improvements in safe and proper working condition at all times and shall, if the easement area is disturbed by the maintenance, alteration, repair or replacement of the Improvements, restore the surface of the easement area as nearly as possible to the condition in which it existed at the commencement of said maintenance, alteration, repair or replacement, at its sole cost and expense. The Grantee agrees to perform all work so as to avoid to the extent reasonably possible, interference with other utilities or access to Grantor's property. The Grantee shall keep the easement area and Grantor's property free from any liens caused by the Grantee, its agents, independent contractors or employees.

BK 7331 PG 1645

3. The Grantee shall protect, defend, indemnify and hold Grantor harmless from and against any and all claims, demands, losses, damages, expenses and liabilities, including personal injury and for any damage to or loss or destruction of property, suffered by Grantor, its tenants, employees and invitees, arising out of or resulting from the construction, maintenance or use of the Improvements, or arising in any manner out of the Grantee's use of the easement area; provided however, that Grantor shall not be entitled to such indemnification for damage caused to Grantor or any third party by reason of the sole negligence or misconduct of Grantor or damage caused by the concurrent negligence of Grantor to the extent of such concurrent negligence.

4. The easement granted hereby shall be non-exclusive and Grantor reserves the right to grant other easement rights in and to the easement area; provided that such easement rights shall not substantially interfere with the easement rights granted herein.

5. Grantor reserves the right to relocate the Easement at its own cost and expense and upon such relocation, the Easement referred to herein shall automatically be deemed to be the Easement as relocated. Such relocation shall have the prior written approval of the Grantee, which approval shall not be unreasonably withheld.

Signed and delivered this 3 day of January, A.D., 1976

At PORTLAND, OR

Grantor/ Grand Central, Inc.

By Scott L. Wippel

Title V. A.

STATE OF Oregon )

COUNTY OF Multnomah )

The foregoing instrument was acknowledged before me this 3rd day of January, 1976 by Scott L. Wippel the Vice President of Grand Central, Inc.

WITNESS my hand and official seal this 3rd day of January, 1976.



Susan T. Holz Nagel  
Notary Public

JOB NO. 526K130 Kearns - NE1/4 31 T1S R1W SLB&M - PARCEL: 15-31-226-017

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

BK 7331 PG 1646

RIGHT-OF-WAY NO 83710

JOB NO 526K130

EXCHANGE Kearns

*R  
TOBSC  
B14*

Salt Lake

BK 7331 PG 1647

**JON GREEN**  
RIGHT-OF-WAY