

6289943

EASEMENT

R/W 083736

The Undersigned Grantors (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 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:

A six foot wide easement being three feet on each side of the following described centerline: Beginning at a point North 43.58 feet and West 3 feet from the Northwest corner of Lot 3 Block 39 Plat B, Salt Lake City Survey, thence Southerly 46.58 feet, thence easterly 84.5 feet to a point on the grantor's east 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 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 20 day of February, A.D., 1996

At

Grantor: 400 South Food Corp.

By: Thomas E. Williamson

Title: President

Grantor: 400 South Entertainment Partners, L.C.

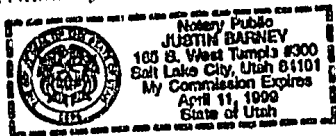
By: Thomas E. Williamson

Title: Managing Member

STATE OF UTAH)
SS)
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 20th day of February, 1996, by Thomas E. Williamson, the President of 400 South Food Corp. and the Managing Member of 400 South Entertainment Partners, L.C. and he did say that he is authorized to sign and did sign the Easement R/W on behalf of said corporations.

WITNESS my hand and official seal this 20th day of February, 1996.



Justin Barney
Notary Public

JOB NO. 536K650 Metro- SE1/4 6 T1S R1E SLB&M - PARCEL: 10-06-428-021 and 022

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

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RIGHT-OF-WAY NO. RW083736

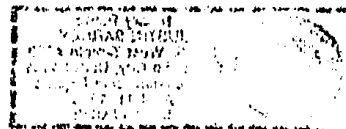
JOB NO. 536K650

EXCHANGE S.L. MAIN

704Sc
\$12.00

SALT LAKE

6289943
02/28/96 11:00 AM 12-00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
U.S. WEST COMMUNICATIONS
REC BY:V ASHBY DEPUTY - MP



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