

EASEMENT

R/W 83892

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 six (6) feet in width the Northerly line of which is described as follows:

Commencing North 89°58'31" West 2016.18 feet from the Northeast corner of Section 27, Township 3 South, Range 4 West, Salt Lake Base and Meridian; thence North 89°58'31" West 400 feet to end.

pt of 2-7-42

IN THE EVENT THIS EASEMENT OR CABLE INTERFERES WITH THE DEVELOPMENT OF THE AFORMENTIONED PROPERTY, THE GRANTEE WILL (AT IT'S OWN EXPENSE) RELOCATE THIS FACILITY TO A LOCATION SATISFACTORY TO THE GRANTOR.

situate in County of TOOELE, 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 10th day of May, A.D., 1996.

At Tooele Utah Grantor: BOARD OF EDUCATION TOOELE COUNTY DISTRICT

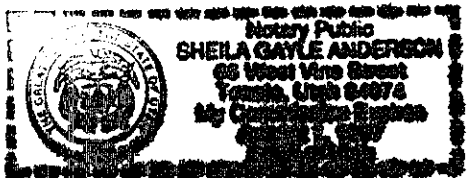
BOOK 422 PG 0717 BY RD ✓
DONNA S. MCKENDRICK TOOELE CO. RECORDER
REC D/T: 07/12/1996 11:35:53 FEE 10.00
RECORDED FOR: U S WEST COMMUNICATIONS
EN ✓ FT ST AB

By: Paul Staples
Title: Superintendent

STATE OF Utah PAGE 1 OF 1 PAGES
COUNTY OF Tooele) SS

The foregoing instrument was acknowledged before me this 10th day of May, 1996, by Tooele School District the _____ of The _____

WITNESS my hand and official seal this 10th day of May, 1996.



Sheila Gayle Anderson
Notary Public

717

JOB 626B916 - TOOELE - NE1/4 SEC 27 T3S R1W SLB&M - Parcel 02-007-0042

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

Sheila