

UNDERGROUND RIGHT-OF-WAY EASEMENT (Private Property)

R/W NUMBER 4-1-69

RECEIVED of grantee, The Mountain States Telephone and Telegraph Company, \$ 10.00, in consideration of which the undersigned grantor(s) hereby grant(s), bargain(s), and convey(s) unto said Company, its associated and allied corporations, its and their respective successors, assigns, lessees, and agents, a right of way, easement, and the right to construct, operate, maintain, replace, reconstruct, enlarge, improve, repair, and remove such underground communication line facilities as said grantee may from time to time require, consisting without limitation of: (1) underground cables, conduits, wires, conduits, manholes, drains, and splicing boxes; (2) testing terminals, located on the surface or underground; and (3) other appurtenances, upon, over, under and across the following-described strip of land which the undersigned own(s) or in which the undersigned has (has) any interest, to wit: The following:

A two foot easement on the South and abutting Utah State Highway frontage road through the Southeast Quarter of the Northeast Quarter of Section 10, Township 1 South, Range 3 East, Salt Lake Meridian.

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REQUEST of Mountain Bell
FEE \$ 2.00 WANDA Y. SPRIGGS, SUMMIT CO. RECORDER
Wanda Y. Spriggs

situate in County of Summit, State of Utah

TOGETHER with the following rights: (a) of ingress and egress over and across the lands of the undersigned to and from above-described strip for the purpose of exercising the rights herein granted; (b) to place location markers on the surface or below said strip for the said underground facilities; (c) to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip without grantee being obligated to do so; (d) to permit other corporations to use trenches jointly with the said Company to run and replace any fence crossing said strip or when agreed to by grantor; (e) to install gates and other such fences.

UNDERSIGNED landowner(s) for him self (yes), his heirs, executors, administrators, successors and assigns, while reserving the right to use said strip of land for all purposes not inconsistent with the rights herein granted to said Company, hereby covenant(s) that no structure shall be erected or permitted on said strip and that said strip shall not be used in any manner which will interfere with or damage the communications facilities installed pursuant to this grant, or interfere with the maintenance, repair, and replacement of said facilities.

GRANTEE agrees that the said communications facilities shall be originally placed at least twenty-four (24) inches deep in order to reduce the possibility of interference with the ordinary and reasonable use of the said strip by the undersigned, and to pay for damages to fences, landscaping, and growing crops arising from the construction and maintenance of the aforesaid facilities.

Signed and sealed this 7th day of APRIL, A.D. 1969

(Signatures)
(Landowner) (Seal) (Landowner) (Seal)
(Landowner) (Seal) (Landowner) (Seal)
(Landowner) (Seal) (Landowner) (Seal)
(Landowner) (Seal) (Landowner) (Seal)

NOTARY'S ACKNOWLEDGMENT: (When this document is prepared, insert below the private-party acknowledgment form as required by statute of the State in which the said property is located.) (See Appendix 1, Sect. 5 of I.M. 173.)

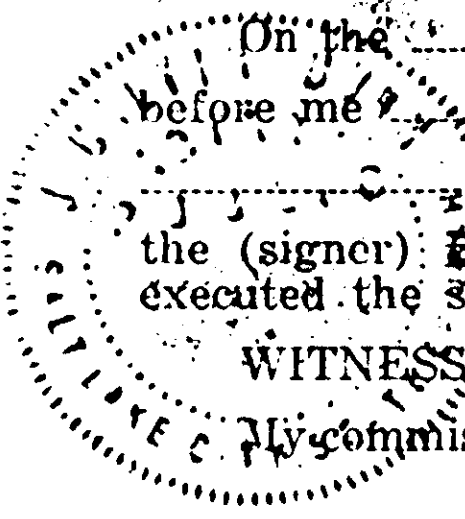
STATE OF UTAH } ss.
County of Salt Lake }

On the 7th day of April, A.D. 1969, personally appeared Milton L. Weilenmann

the (signer) signor of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same.

WITNESS my hand and official seal this 7th day of April, My commission expires May 18, 1969

Notary Public



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