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RIGHT-OF-WAY EASEMENT

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The Undersigned Grantor (and each and all of them if more than one) for and in consideration of ONE DOLLAR AND NO/100 dollars (\$1.00) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado, 80202, Grantee, its successors, assigns, lessees, licensees and agents, a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said 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 five foot (5') easement, the East line being as follows: Beginning 118 feet East of the Northwest corner of Block 6, Plat "A" Kayville Town Survey; a part of Section 34, Township 4 North, Range 1 West, Salt Lake Base and Meridian; running thence South 115 feet.

Conditions as noted below.

situate in County of DAVIS, State of UTAH TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above-described property, the right to clear and keep cleared all trees and other obstructions as may be necessary and the right to permit other utility companies to use the right of way jointly with Grantee for their utility purposes.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 27 day of September, A.D., 1972

At Kayville, Utah BARNES BANKING COMPANY 35 SOUTH MAIN KAYVILLE, UTAH

Allen B. Blood President

STATE OF UTAH } ss. County of Salt Lake

On the 27th day of SEPTEMBER, A.D. 1972, personally appeared before me ALLEN B. BLOOD - PRESIDENT

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

WITNESS my hand and official seal this 27th day of SEPTEMBER

My commission expires 1-2-76

James B. Liddiard Notary Public

- 1. In the event of the need to make repairs that Mountain Bell agree to make such repairs with minimum of interruption to our operations. 2. In the event of the abandonment of the underground line(s) by Mountain Bell that the Right-of-Way Easement be released. 3. In the event that we (the owner) decide to make use of the ground covered by this easement in a manner (such as new addition) not consistent with continued use of ground under the easement by Mountain Bell, Mountain Bell agrees to move line at their expense to relocate their service lines at their expense.

Recorded at request of Mountain Bell by 11 10 AM MARCOUSSE S. COCHRAN Recorder Salt Lake County on NOV 1 1972 Deputy Book 507 Page 313

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