

rafted by: Dan Christensen, Williams, 295 Chipeta Way, Salt Lake City, Utah 84158

RETURN RECORDED DOCUMENT TO:  
FTV Communications, LLC  
P.O. Box 22067  
Tulsa, OK 74121

00121817 Bk 00329 Pg 00303-00305  
MILLARD COUNTY RECORDER - LINDA S CARTER  
1998 JUN 25 10:25 AM FEE \$14.00 BY INS  
REQUEST: FTV COMMUNICATIONS L L C

**RIGHT OF WAY AND EASEMENT AGREEMENT - (Utah Individual Grantor(s))**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, herein called Grantor (whether one or more), hereby grants, sells, conveys, and warrants unto Williams Communications, Inc., a Delaware Corporation operating as a specialized communications common carrier and telephone public utility, whose mailing address is 210 S.W. Morrison, Suite 300, Portland, Oregon 97204, its successors and assigns, herein called Grantee, a perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement"), together with all improvements located thereon, with a width and centerline as indicated below, to locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, change the size of, relocate, establish, lay, install, test, substitute, renew, reconstruct, restore, abandon, and remove underground communications system together with necessary underground conduits, cables, wires, underground splicing boxes, and any other appurtenances thereto, at any time or times for the transmission of data or communications for and by others upon and along a route or routes to be selected by Grantee, on, in, over, under, through, and across the following described land (the "Property") located in the County of Millard, State of Utah, to wit:

W1/2SW1/4 of Section 23, Township 18, Range 3 West, SLM

The aforesaid Right-of-Way and Easement shall be within the boundaries of and contiguous with that certain existing Kern River Transmission Gas pipeline easement as recorded in Book 235, Page 51 in the County Recorder's office in Millard County, State of Utah.

together with the right of ingress and egress to, from, and along the Easement and the right to use gates and existing roads for the aforesaid purposes (Grantee shall and does hereby agree to restore any damage to such lands, gates, or roads caused by its use thereof as described below) and together with a temporary easement to provide work space along and adjacent to the Easement as may be reasonably necessary in connection with construction, maintenance, operation, repair, removal, or replacement of the communications system.

The exact location of the Easement conveyed by this instrument shall be determined, in the sole discretion of Grantee, by the installation of Grantee's communications system, and subject to the Grantee's temporary easement rights described above, the Easement shall extend for five feet on each side of the centerline of the first working communications system installed.

After installation of the initial communication system, Grantee shall have the right to install additional communications system or conduit in the Easement only upon payment to Grantor of an additional payment to be negotiated for each additional installation.

Grantee shall restore the surface of the Easement and temporary easement as nearly as reasonably practical to its original grade and level after performing any construction or other work that disturbs the surface. Grantee shall cause reasonable payment to be made for actual damages to crops, timber, livestock, and improvements of Grantor directly resulting from the exercise, now or in the future, of the rights herein granted; provided, however, that Grantee may elect, at Grantee's sole option, to restore crops, timber, livestock, or improvements to the pre-existing or equivalent or better condition (or replace fencing with gates) in lieu of paying damages. Grantee agrees to reseed and restore, as nearly as practicable, the surface and contours of the right of way to as good a condition contour as existed immediately prior to construction operations.

The term of this easement shall be for as long as said communication system is operated and/or maintained. If said communication system is not so operated and/or maintained by Grantee or its successors or assigns for a period of five (5) consecutive years, the easement interest in the lands covered by this Easement shall be deemed abandoned and shall automatically revert to the Grantor or then owner of said lands and shall merge with Grantor's fee ownership. In the case of such abandonment of the Easement, Grantee hereby agrees, if so requested, to execute an instrument in recordable form evidencing such abandonment and revert to Grantor.

Tract #274

All oil, gas, and other minerals are reserved to Grantor, provided that Grantor shall not use, nor permit the use of, a method of extraction that interferes with or impairs in any way the exercise of Grantee's rights herein or the operation of Grantee's facilities. Grantor shall have the right to use and enjoy the above described premises except that Grantor shall not interfere with or impair or permit others to interfere with or impair in any way the exercise of the rights herein granted to Grantee or the operation of Grantee's facilities.

Grantor shall not nor shall Grantor permit others to construct, create, or maintain any, structure, building, or improvement of any kind, or change the land grade on, over, along, or across the area of the Easement without the prior written consent of Grantee (which shall not be unreasonably withheld).

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purposes stated herein.

The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, devisees and heirs.

This instrument fully sets forth the terms and conditions of the Agreement. There are no prior or contemporaneous oral or other written agreements, between Grantor and Grantee that modify, alter, or amend this Agreement. This instrument may be modified or amended only in writing duly executed and acknowledged by the parties hereto.

Grantee may apportion and assign, lease, or transfer this Easement in whole or in part.

TO HAVE AND TO HOLD the Easement, temporary easement, rights and privileges unto Grantee, its successors and assigns forever, and Grantor hereby binds Grantor, Grantor's heirs, devisees, personal representatives, successors, and assigns, to warrant and forever defend all and singular the Easement, temporary easement, and the property rights, privileges, and interests above-described, unto Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

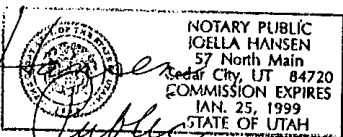
WITNESS THE EXECUTION HEREOF THE 4<sup>th</sup> day of June, 1998

Owen W. Cahoon  
Owen W. Cahoon

Paul K. Cahoon  
Paul K. Cahoon

*appeared before me Owen W. Cahoon, 4th day of June 1998*

*Joella Hansen*  
Notary Public



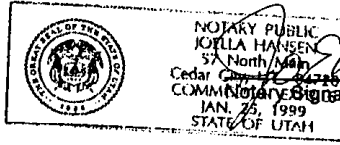
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[Individual Grantor]

STATE OF UTAH )

COUNTY OF Iron Ut ) ss.

The foregoing [instrument or name of specific document] was acknowledged before me this 4th day of June, 19 98 by Owen W. Larson, an individual.

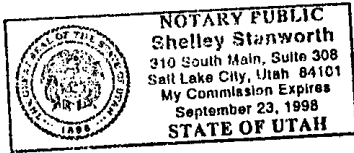


Jolla Hansen  
Notary Signature and Seal

STATE OF UTAH )

COUNTY OF Millard ) ss.

The foregoing [instrument or name of specific document] was acknowledged before me this 4th day of June, 19 98, by Paul R. Carson, an individual.



Shelley Stanworth  
Notary Signature and Seal

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