

Return To:
Dee Porter
P.O. Box 226
Escalante, Utah 84726

Recording Information:

**ASSIGNMENT AND ASSUMPTION OF RIGHT OF WAY
(PRIVATE)**

THIS INDENTURE, made effective this 12th day of September, 1996, between U S WEST COMMUNICATIONS, INC., whose address is 1600 Bell Plaza, Seattle, WA 98191 (hereinafter referred to as "Assignor"), and **SOUTH CENTRAL UTAH TELEPHONE ASSOCIATION** a Utah corporation, whose address is P.O. Box 226 Escalante, Utah 84726, (hereinafter referred to as "Assignee").

WITNESSETH: that the Assignor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it paid by the Assignee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant, convey, assign, transfer and set over, but without warranty, unto the Assignee, its successors, assigns, lessees and agents, all rights, privileges and easements which the Assignor has or may have by virtue of the grants, deeds, indentures, releases and receipts in and to the lands described in said instruments in the County of **Kane**, State of Utah, the nature and extent of said rights, privileges and easements and the lands affected thereby being more particularly set forth in **Exhibit A**, attached hereto and hereby made a part hereof and delivered simultaneously with these presents (the "Permits"); provided, however, that so long as specifically permitted by said Permits, Assignor shall retain the right to use of such rights, privileges and easements for maintenance of Assignor's wireline telecommunications facilities now located in said easements, and further provided that said use by Assignor shall not interfere with the rights of said Assignee.

To have and to hold the right of way and easements herein granted unto the Assignee, its successors, assigns, lessees and agents, to its and their own use and behalf forever.

Assignee hereby accepts the foregoing assignment of the Permits and in consideration thereof agrees to be bound by all of the terms and conditions set forth therein and further agrees to assume and perform all of the obligations of Assignor thereunder.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and when taken together shall be deemed one and the same instrument, even though no single counterpart has been executed by all parties.

ST GEORGE
ENTRY NO. 28182 RECORDED AT REQUEST OF SECURITY TITLE COFFEES 189-593
DATE SEPT 12, 1996 AT 11:39AM V/S KANE COUNTY RECORDER
BY DEPUTY SN BOOK 0157 PAGE 66-88

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Right of Way Agreement as of the Closing Date, notwithstanding the actual date of signature.

ASSIGNOR:

ASSIGNEE:

U S WEST COMMUNICATIONS, INC.

SOUTH CENTRAL UTAH TELEPHONE ASSOCIATION

Dana Rasmussen
By: Dana Rasmussen
Title: Vice President Rural Exchange Strategy and Corporate Designee

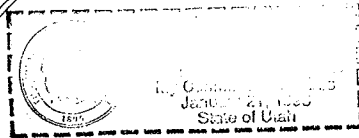
Dee Porter
By: Dee Porter
Title: President

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me on September 11, 1996, by Dana Rasmussen, Vice President Rural Exchange Strategy, and Corporate Designee of U S WEST Communications, Inc., a Colorado corporation.

William Stonebocker
Notary Public
My commission expires: January 24, 1998

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)



The foregoing instrument was acknowledged before me on September 11, 1996, by Dee Porter, as President of SOUTH CENTRAL UTAH TELEPHONE ASSOCIATION.

William Stonebocker
Notary Public
My commission expires: January 24, 1998

