

GRANT OF COMMUNICATION SYSTEMS EASEMENT

For valuable consideration, receipt hereof is hereby acknowledged, the undersigned hereby grant(s) to AMERICAN TELEPHONE AND TELEGRAPH COMPANY, a New York corporation, its associated and allied companies, its and their respective successors, assigns, lessees and agents (hereinafter collectively called ("grantees") an easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wave guides, wires, conduits, manholes, drains, splicing boxes and other facilities for similar uses together with surface testing terminals, markers and other appurtenances, upon, over and under a strip of land 16.5 feet wide across the land which the undersigned own(s) or in which the undersigned have (has) any interest, which land is described in the attached EXHIBIT "A" hereby made a part hereof, together with the following rights: of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted: to place surface markers beyond said strip: to clear and keep clear all trees, roots, brush and other obstructions from the surface and subsurface of said strip and during construction periods to clear and use additional areas as required on each side of said strip: to install gates and stiles in any fences crossing said strip.

The undersigned hereby covenant(s): not to do or permit anything to interfere with the rights herein granted to grantees and without in any way limiting the generality of the foregoing, further not to erect or construct a building or structure or to permit a structure to be erected or constructed within the limits of said easement: and not to grant other easements on, under or over this easement without grantee's prior written approval.

The grantees agree that the said cables shall be buried below plow depth in order not to interfere with the ordinary cultivation of the strip, and to pay for damage done to fences and growing crops damaged in the course of the construction and maintenance activities associated with the aforesaid systems. The undersigned shall have the right to use and enjoy the land occupied by the said right of way and easement except when such use shall interfere with the rights herein granted to the grantees.

The covenants, terms, conditions, and provisions herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, assigns, lessees and agents of the parties hereto.

Executed this 19 day of DECEMBER, 1988, at COALVILLE, UT

WITNESS

Vera B. Brown

STATE OF UTAH

COUNTY OF SUMMIT

On this 19 day of DECEMBER, 1988, before me, the undersigned, a

Notary Public of the State of Utah, personally appeared VERA B. BROWN

personally known to me

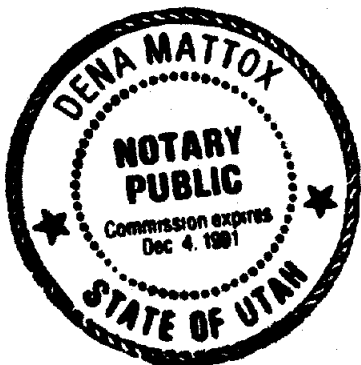
X proved to me on the basis of satisfactory evidence

to be the person who subscribed to the within instrument as SOLE HEIR

of Red Hill Acres, LDT. the corporation that executed the within instrument, and to be the person who executed said instrument on behalf of the corporation therein named, and acknowledged to me that said corporation executed it.

Witness my hand and official seal

Dena Mattox NOTARY PUBLIC in and for said State



ALAN SPRIGGS SUMMIT COUNTY RECORDER 88 DEC 19 AM 10:25

RED NOTE AB 301707

EXHIBIT A

An easement across a portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, T2N R5E, S.L.B. & M. Said easement being parallel to and easterly and northerly from the following described side line:

Beginning on the easterly right of way fence of the Union Pacific Railroad at a point 2990 ft. south and 874 ft. from the NW corner of said Section 21: thence S 08 $^{\circ}$ 31' E. 216.9 ft. along said right of way fence: thence S 79 $^{\circ}$ 52' W. 417.2 ft. to a point on the original easement