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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
TETRA TECH
1110 W 3300 S
WVC UT 84119
BY: SEM, DEPUTY - WI 5 P.

WHEN RECORDED MAIL TO
Utah Telecommunication Open Infrastructure Agency
ATTN: General Counsel
1385 West 2200 South, #302
West Valley City, Utah 84119

MD-03

PARCEL ID: 2230128039

PERPETUAL NON-EXCLUSIVE CABLE AND FACILITIES EASEMENT

Midvale City Corporation, a municipal corporation and political subdivision of the State of Utah ("Grantor"), hereby grants to the Utah Telecommunication Open Infrastructure Agency, an interlocal cooperative agency organized under the laws of the State of Utah ("Grantee"), for the annual sum of THREE HUNDRED FIFTY DOLLARS AND NO CENTS (\$350.00), and other valuable consideration, a perpetual non-exclusive easement, subject to all matters of record (the "Perpetual Easement") to, at Grantee's sole cost and expense, locate, survey, conduct environmental surveys for, excavate, construct, entrench, maintain, protect, inspect, operate, repair and replace (collectively referred to as "Grantee's Necessary Actions") the cables and associated system facilities, hardware and equipment (collectively referred to as "Cables and Facilities"), graphically depicted on the drawings attached as Exhibit "A" and incorporated by reference, over, under and through land situated in Salt Lake County, State of Utah, more particularly described as follows:

A strip of land 10 feet in width being 5 feet on each side of the following described centerline: Beginning at a point 912.5 feet south and 7.75 feet west of the northeast corner of the northwest quarter of section 30, township 2 south, range 1 east of the SLB & M; Thence west 81.4 feet; thence south 341.5 feet to the end.

See Exhibit A attached hereto and made a part hereof.

Referred to herein as the "Easement Property."

In addition to any other limitations set forth herein, this Perpetual Easement is granted subject to the following terms and conditions:

1. Grantor reserves its existing uses, together with any future uses, of the Easement Property which do not unreasonably interfere with Grantee's use of the Easement Property.
2. In its use and enjoyment of this Perpetual Easement Grantee shall:
 - (a) Comply with all applicable local, state and federal laws, rules and regulations; and

- (b) Act reasonably to minimize interference with the use and enjoyment of Grantor's property by Grantor, and its successor and assigns and any other easement or license holders of Grantor.

3. The easement granted herein is subject to the rights of Grantor and its successors and assigns to use the surface of the Easement Property, provided such use is reasonably compatible with the use of the Easement Property by Grantee for the purposes described herein. No buildings, structures, walls or other improvements which jeopardize the safety or functioning of the Grantee's Cables and Facilities or which unreasonably impair Grantee's access to the Cables and Facilities shall be placed on the Easement Property. Notwithstanding the foregoing, Grantor and its successors and assigns shall have the right to develop the Easement Property with driveways, parking areas, landscaping areas, curbs, gutters, and paving as Grantor deems appropriate in its sole discretion; provided that Grantor first provides Grantee thirty days written notice of its intent to install such developments.

4. Grantee shall be responsible, at Grantee's sole cost and expense, for obtaining consents and approvals, including those of the City (which shall not be unreasonably withheld, delayed or denied), for and relocating or modifying the alignments of existing utilities as of the date of this Perpetual Easement, if any, in order to maintain reasonable clearances between such utilities and Cables and Facilities.

5. Subject to the provisions of Paragraph 6, and in consultation with the City, Grantee shall have the right to cut or remove trees, plants, landscaping and other improvements within the Easement Property to the extent reasonable and necessary during construction, maintenance, repair or replacement of the Cables and Facilities subject to City approval. Prior to construction, a site visit will be required by the UTOPIA Contractor, Field Engineer and the City Planner to deem which trees will be necessary for removal and which trees will be protected during construction.

6. Grantee shall restore the surface of Grantor's land to the reasonable satisfaction of Grantor within ten business days (or as soon as weather reasonably permits) following the completion of any of Grantee's Necessary Actions, including without limitation, construction, maintenance, repair or replacement of the Cables or Facilities, or of any other disturbance of Grantor's property.

7. Grantee shall not damage Grantor's existing facilities, whether underground or overground, and in the event of such damage shall use commercially reasonable efforts to repair or cause to be repaired such damage, at Grantee's sole cost and expense.

8. Grantee may at any time permanently abandon this easement. Upon such abandonment action, Grantee shall remove improvements constructed thereon within thirty calendar days of such abandonment and shall execute and record a reconveyance and release hereof within fifteen business days of such abandonment, whereupon this Perpetual Easement and all rights and privileges shall be fully cancelled and terminated.

In addition to the foregoing, at such time as that certain Lease Purchase Agreement between Grantor and Grantee (the "Lease") is terminated for any reason (other than Grantee's exercise of its Purchase Option with respect to the System, as defined in the Lease), or if Grantor exercises its re-purchase option or right of first refusal with respect to the System. Grantee shall remove such improvements constructed on the Easement Property within one year after such termination, re-purchase option or right of first refusal exercise and this Perpetual Easement and all rights and privileges granted with respect to the Easement Property shall automatically terminate as of the date of such termination or re-purchase.

9. Grantee may assign this Perpetual Easement, or any of its rights under this instrument, in whole or in part, subject to Grantor's written permission which permission shall not be unreasonably withheld, conditioned or delayed; provided, however, that notwithstanding the foregoing provision, Grantee shall have no obligation to obtain Grantor's written permission to assign the Perpetual Easement for purposes of Grantee's financing.

10. This Perpetual Easement may be amended only by written instrument executed by both the Grantor and Grantee.

11. Grantee shall indemnify and hold Grantor harmless from any claims, costs, damages and liabilities to the extent they arise out of Grantee's exercise of this Perpetual Easement. This provision does not waive any requirements or limitations of Utah law regarding governmental immunity.

12. All of the grants, covenants, terms provisions and conditions in this Perpetual Easement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.

13. Except as expressly set forth herein, this instrument, including any exhibits, constitutes the entire agreement of the parties and supersedes all prior under standings, representations or agreements of the parties regarding the subject matter in this document.

(signature page to follow)

Dated: July 6, 2005

ATTEST:

[Signature]
City Recorder



Dated: July 6, 2005

ATTEST:

Cindy Patten
Secretary



GRANTOR:

Midvale City Corporation

By: [Signature]
Mayor

APPROVED AS TO FORM:

[Signature]
City Attorney's Office

GRANTEE:

UTAH TELECOMMUNICATION
OPEN INFRASTRUCTURE
AGENCY

[Signature]
Paul T. Morris, Executive Director

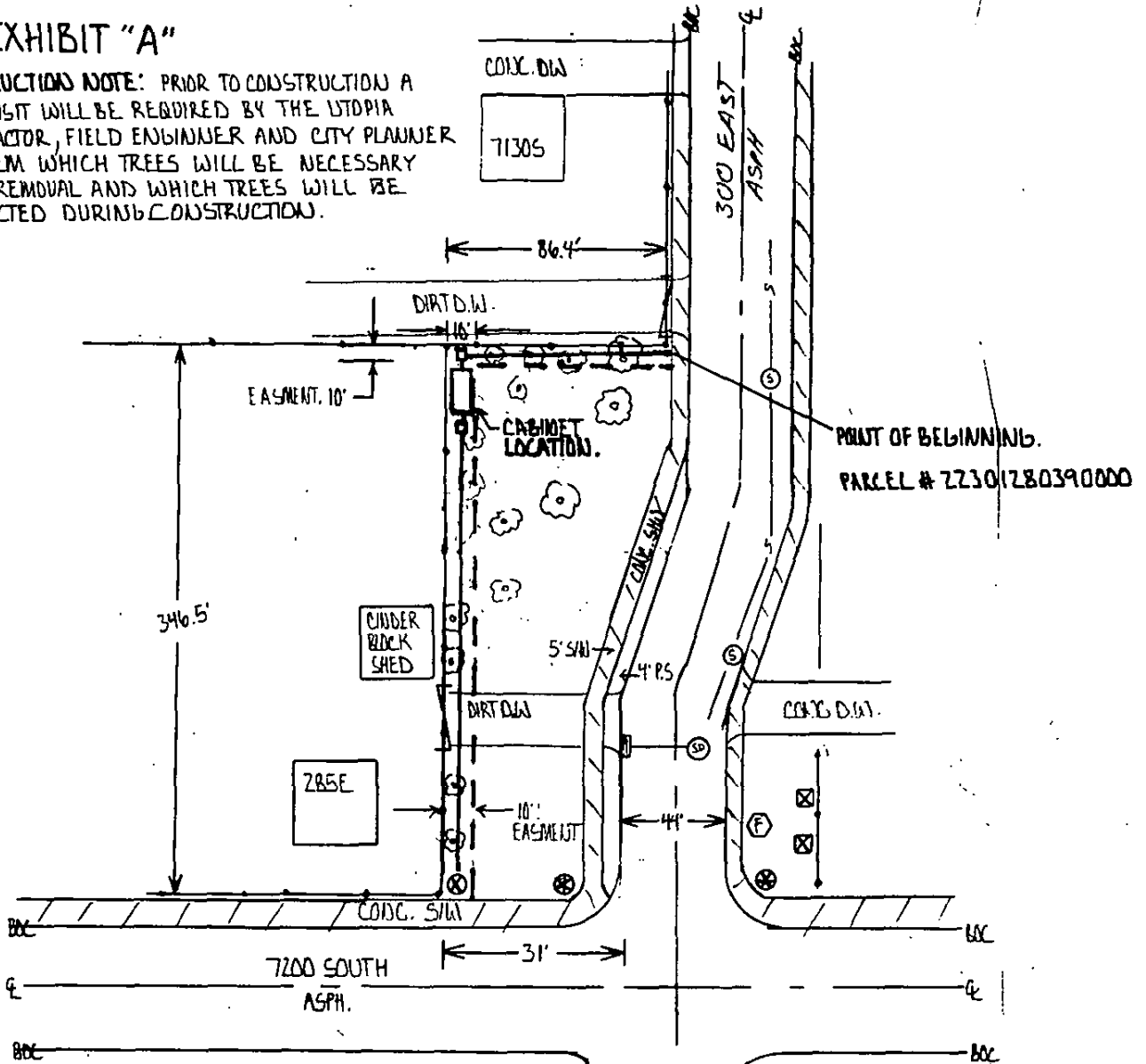
APPROVED AS TO FORM:

[Signature]
UTOPIA General Counsel

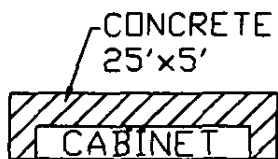
PROPOSED CABINET SITE

EXHIBIT "A"

CONSTRUCTION NOTE: PRIOR TO CONSTRUCTION A SITE VISIT WILL BE REQUIRED BY THE UTOPIA CONTRACTOR, FIELD ENGINEER AND CITY PLANNER TO DEEM WHICH TREES WILL BE NECESSARY FOR REMOVAL AND WHICH TREES WILL BE PROTECTED DURING CONSTRUCTION.



FOOTPRINT: MIDVALE - 03
 CITY: MIDVALE
 ADDRESS: 7200 SOUTH 300 EAST
 DATE: 6-13-05
 ENGINEER/R.O.W.: PATRICK WARNER



CABINET DIMENSIONS
 15'-10" x 25' x 6'
 (L x W x H)

