

090609 Bk 0630 Pg 1207
LuAnn Adams, Box Elder County Recorder
08/27/1996 3:04pm FEE: 14.00 Dep:MM
Rec'd For: WORLD COM

02-052-0018 ✓
0038 ✓

EASEMENT RIGHT-OF-WAY AGREEMENT

BX 099.8

GRANTOR: GLEN WOODYATT

GRANTEE: WORLDCOM NETWORK SERVICES INC.

Return Original to:
WorldCom
P.O. Box 21348
Attn: Right of Way-26-21
Tulsa, OK 74121

COMMUNICATIONS RIGHT OF WAY AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, herein called Grantor (whether one or more), hereby grants, sells, conveys and warrants to **WorldCom Network Services, Inc.** (formerly known as WilTel, Inc.), a Delaware corporation, whose mailing address is P.O. Box 21348, Tulsa, Oklahoma, 74121, its successors, assigns, licensees, and agents, an easement and right of way to survey, construct, install, operate, inspect, maintain, protect, repair, alter, replace, remove and/or abandon, such underground communication systems, markers, underground splicing boxes and other appurtenances as Grantee may from time to time require for whatever purpose. Such underground communications systems, markers, underground splicing boxes and other appurtenances shall pass on, over, and through the following described land located in the County of Box Elder, State of Utah, to wit:

That portion of the following described parcel lying West of the West line of the parcel deeded to Willard City, a Body Corporate and Politic by Quitclaim Deed dated May 4, 1967, recorded May 11, 1967 in Book 205, Page 399 of Deeds.

BEGINNING at a point on the West side of County Road 3-1/2 feet North and 18 feet East of the Southeast corner of the Southwest quarter of Section 26, Township 8 North, Range 2 West, Salt Lake Meridian; thence West 164 rods 9-3/4 feet to the C.P.R.R. and point 5 feet North of the South line of Section 27, Township 8 North, Range 2 West, Salt Lake Meridian; thence Northwest along the East line of right of way 14 rods to a point 12 rods 5 feet North of the South line of said Section; thence East 174 rods 1.75 feet, more or less, to State Road; thence South 2 degrees 30' West 203 feet, more or less, to BEGINNING. Being in Sections 26 and 27, Township 8 North, Range 2 West, Salt Lake Base and Meridian lying East of the East line of the old O.S.L.R.R. right of way.

The right of way herein conveyed is the South 10 feet of the above described parcel.

Grantee is herein granted the rights of ingress and egress to and from said easement and right of way over and across the described land (or lands of Grantor adjacent thereto), together with the right to use temporary work space, as needed, for the purposes aforesaid.

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.

All telecommunications conduit, innerduct, cable and appurtenances laid under this grant shall be buried to such depth as not to interfere with the ordinary cultivation of said land. Grantee agrees to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems, provided, however, that after the initial communication systems have been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth, and brush on the communication systems easement and right of way in the clearing of such obstructions from said easement and right of way.

The Grantee herein shall at all times protect and indemnify and save harmless the Grantor herein from any and all claims, demands, judgments, costs and expenses incurred by or on behalf of any person or corporation whatsoever, in any manner due to or arising out of injury or death of any person, or damage to property of any person or persons whomsoever, including the parties hereto and their employees, arising from or growing out of the construction, maintenance, operation, repair, extension, existence, use or removal of said telecommunications system, or the failure to properly construct, operate, maintain, or remove the same.

The rights granted herein may be assigned in whole or in part, and 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 respective heirs, successors, assigns and personal representatives. Grantor hereby warrants that said Grantor is entitled to execute this agreement and is the owner of the above described land.

Witness the execution hereof the 16th day of May, 1996.

WITNESS:

GRANTOR(S):

Dickie W. Anderson

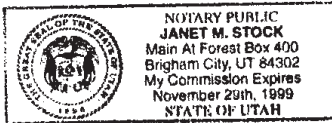
Glen Woodyatt

Fed I.D. # 528-38-0650

STATE OF Utah)
COUNTY OF Box Elder) ss

I THE UNDERSIGNED, NOTARY PUBLIC for Box Elder County, hereby certify that on this 16th day of May, personally appeared before me Glen Woodyatt, known to be the individual(s) described in and who executed the within instrument, acknowledged that they (he)(she) signed and sealed the same as their (hers)(his) free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and official seal the day and year last above written.



Notary Public of Janet M. Stock
My Commission Expires 11-29-99

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The rights granted herein may be assigned in whole or in part, and 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 respective heirs, successors, assigns and personal representatives. Grantor hereby warrants that said Grantor is entitled to execute this agreement and is the owner of the above described land.

Witness the execution hereof the 16th day of May, 1996.

WITNESS:

GRANTOR(S):

Dickie W. Anderson

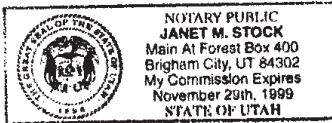
Glen Woodyett

Fed I.D. # 528-38-0650

STATE OF Utah)
COUNTY OF Box Elder) ss

I THE UNDERSIGNED, NOTARY PUBLIC for Box Elder County, hereby certify that on this 16th day of May, personally appeared before me Glen Woodyett, known to be the individual(s) described in and who executed the within instrument, acknowledged that they (he)(she) signed and sealed the same as their (hers)(his) free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and official seal the day and year last above written.



Notary Public of Janet M. Stock
My Commission Expires 11-29-99