

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 WILLIAMS TELECOMMUNICATIONS COMPANY, herein called Grantee, 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 or abandon such underground communication systems as Grantee may from time to time require for whatever purpose. Such communication systems shall consist of underground conduits, cables, wires, markers, underground splicing boxes and other appurtenances on, over, and through the following described land located in the County of Morgan, State of Utah, to wit:

Being a strip of land sixteen feet (16') in width situated in the Northwest Quarter (NW¹) of Section 6, Township 4 North, Range 2 East, S.L.B.& M.

Communication cables are to be laid within the boundaries of the existing Pioneer Pipe Line easement.

Communication cables are to be buried to a depth of forty-eight (48") inches.

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 workspace 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. Subject to the terms herein, the conduits, cables, wires, splicing boxes or other appurtenances laid under this grant shall be laid upon a route selected by the Grantee, and 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 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.

Copy No. 5365 ms4
CORRECTED 23 at 11:00 A.M. Page 538
REQUEST of Williams Communications Co.
FEE Lady L. Green, Morgan Co.
by Samuel J. Green

Grantor releases and waives all rights, if any, as against Grantee under and by virtue of dower, curtesy and homestead exemption of said state.

Witness the execution hereof the 18th day of July, 1986.

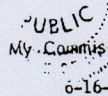
GRANTOR:

Donald J. Whitear
Donald J. Whitear, Managing
Partner, Whitear Family Partnership

STATE OF Utah)
)SS
COUNTY OF Morgan)

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 18th day of July, 1986, personally appeared Donald J. Whitear and _____ to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.

 PUBLIC
My Commission Expires:
6-16-90

Alfred Crenshaw
Alfred Crenshaw Notary Public

STATE OF _____)
)SS
COUNTY OF _____)

On this _____ day of _____, 19____, before me appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its _____, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

Notary Public

My Commission Expires:

This instrument was drafted by
Williams Telecommunications Company,
a Delaware Corporation,
P.O. Box 21348,
Tulsa, Oklahoma 74121

BOOK M 34 PAGE 539