

Digis NETWORKS

313 North State St
Orem, UT 84057

ENT 101669:2004 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2004 Sep 02 4:05 pm FEE 14.00 BY SS
RECORDED FOR DIGIS NETWORKS

EASEMENT

1. The undersigned Mary C. Lay, Grantor(s), does/do hereby grant, convey and warrant to DIGIS Networks, and/or its assigns, Grantee, for good and valuable consideration, including but not limited to, free Internet access for Grantor(s), receipt of which is hereby acknowledged, a perpetual easement and license as described herein, affecting the Grantors' property in Utah County, State of Utah, ("Property") which Property is more particularly described in "Exhibit A" which is attached hereto and incorporated herein by reference.

2. This is a perpetual easement for ingress and egress, access and passage, over and across Grantor's Property for the purposes described herein. Grantor warrants that Grantor is the owner of the Property or an authorized agent of the owner of the Property.

3. This is a perpetual easement and license for the erection, installation, operation, maintenance and use on the Property, of transmission wires and other electronic facilities necessary to enable the delivery of selected DIGIS Services, including but not limited to the installation of electronic facilities, equipment, and transmission wires on buildings and/or other structures on the Property. Grantee shall have the right to operate and maintain the external and internal distribution system to be installed with the right to reconstruct, improve, repair, add to, remove or partially disconnect such facilities as deemed necessary by Grantee. These rights are granted to allow any person or firm under the employ or control of or contract with the Grantee to lay cable, conduits, or other equipment, including the right of ingress and egress to do the same at all times. Grantee shall have the right to record this Easement with proper governmental authorities.

4. All equipment erected, installed, or maintained by Grantee on the Property shall remain the property of Grantee. At no time will Grantor or any third party have the right to use, alter or move Grantee's equipment for any purpose. Grantor shall indemnify Grantee from and against any repair or replacement of the equipment arising from the negligence or intentional conduct of Grantor, its agents, employees and representatives.

5. Grantee will perform its maintenance and repair work in a good and workmanlike manner in accordance with Grantee's technical specifications. Grantee shall indemnify Grantor from and against any repair for damage of Grantor's property arising from the negligence or intentional conduct of Grantee, its agents, employees and representatives.

6. Grantor will execute a customer service agreement and will be entitled to receive basic Internet access according to the terms and conditions of that agreement. Grantor's breach of the terms and conditions of the customer service agreement may give rise to penalties or other damages under the agreement, but shall not affect Grantee's rights under this Easement.

7. In the event that the requirements to provide the DIGIS Services on the Property exceed the Grantee's resource capabilities, the construction and maintenance of the DIGIS Services system shall not take place, and the customer service agreement shall terminate immediately with no liability whatsoever for Grantor or Grantee. Grantor shall hold Grantee harmless and shall defend Grantee from any claim or cause of action arising out of the termination of the customer service agreement.

8. The Easement and License described herein are granted to Grantee, its heirs, legal representatives, successors, and assigns to have and to hold in perpetuity. The Easement and License shall "run with the land" and shall not be affected by any subsequent transfer of ownership or control of the Property.

9. Grantee's obligations are subject to all valid rules, regulations, and governmental authorities, and conditions beyond its control. Grantee shall not be responsible for delays or failures in performance resulting from acts beyond the reasonable control of Grantee. Such acts shall include but not be limited to acts of God, acts of government, earthquakes, embargoes, epidemics, inability to obtain materials, fires, floods, lockouts, riots, strikes, war and other disasters.

10. The rights and obligations of the parties under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties. If any term or condition of this Agreement is held invalid or unenforceable, the remaining terms and conditions shall remain in full force and effect and shall not be affected thereby. The failure of either party to require performance of any terms, or the waiver by either party of any breach under this Agreement, shall not prevent a subsequent enforcement of such terms, nor be deemed a waiver of any subsequent breach. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and other expenses. This constitutes the entire agreement between the parties with respect to the subject matter. No modification, amendment or waiver of any of the provisions of this Agreement shall be binding upon the parties unless made in writing and signed by both parties.

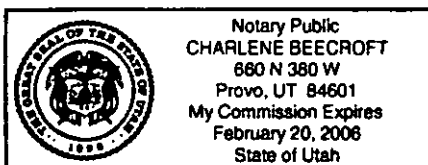
Witness my/our hand(s) this 24th day of May, 2004.

+ Mary C. Lay
(GRANTOR)

(GRANTOR)

STATE OF UTAH)
 : ss.
COUNTY OF Utah)

On this 22nd day of May, 2004, personally appeared before me, Mary C. Lay and _____, the signer(s) of this Instrument who duly acknowledged to me that she/he/they executed the same.



Charlene Beecroft
NOTARY PUBLIC

EXHIBIT A

Property Description

2496 North Renaissance Ct.
Pleasant Grove, UT 84062

Lot 10, Renaissance at Indian Springs PUD Sub
Area 0.186 AC

796-6306