

WHEN RECORDED RETURN TO:

AirSwitch Corp.
1875 South State Street, Suite 1110
Orem, Utah 84097

ENT 11768:2000 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Feb 14 11:12 am FEE 14.00 BY SS
RECORDED FOR VALLEY TITLE ST GEORGE

EASEMENT

R/W# 0002UT

The undersigned grantor (the "Grantor") for and in consideration of One & ²⁵/₁₀₀ Dollars (\$1.25) and other good and valuable consideration, the receipt whereof is hereby acknowledged, hereby grants and conveys to AirSwitch Corp., a Utah corporation hereinafter referred to as "Grantee", whose address is 1875 South State Street, Orem, Utah 84097, its successors, assigns, lessees, licensees and agents, a perpetual easement to construct, reconstruct, modify, repair, change, add to, operate, maintain and remove such telecommunications facilities, electrical facilities and appurtenances, from time to time as Grantee may require, upon, over, under and across the following described real property situated in the County of Utah, State of Utah, which the Grantor owns, to wit:

See Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"). The easement granted and conveyed herein shall run with the Property.

Grantor further covenants as follows and conveys to Grantee the following incidental rights:

The right of ingress and egress over and across the Property and other lands of Grantor adjacent to the Property and the right to clear and keep cleared all trees and other obstructions as may be necessary for the Grantee's use and enjoyment of the easement conveyed hereby.

Grantee agrees to take reasonable precautions to not cause irreparable injury or damage to the Property.

Grantee shall have no responsibility for pre-existing environmental contamination or liabilities of Grantor or relating to the Property or the easement granted hereby and Grantee shall indemnify and hold harmless Grantor from and against any such contamination or liabilities.

Grantor reserves the right to occupy, use and cultivate the easement granted hereby for all purposes not inconsistent with the rights herein granted. Grantor covenants that (he, she, they or it) are the fee simple owner of the Property and the easement area described herein and will warrant and defend title to the Property including the easement granted hereby against all claims.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on the easement area described herein and no change will be made by grading or otherwise to the surface or subsurface of the easement area or to the ground immediately adjacent to the easement area.

The rights conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. If any party is required to take any action to enforce its rights under this easement as a result of a breach of the other party, whether or not suit or other legal action is initiated, the breaching party shall reimburse and pay the non-breaching party promptly upon demand all fees and costs incurred by the non-breaching party in connection with such action, including, without limitation, reasonable attorney's fees and court costs.

Signed and delivered this 9th day of February, 2000 at _____

GRANTOR:

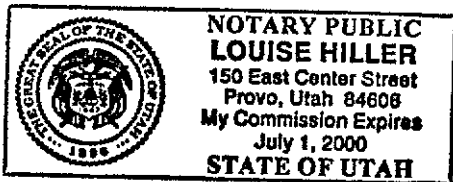
GEORGETOWN DEVELOPMENT, INC. a Utah corporation.

H. M. Magleby
H. M Magleby, president

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On this 9th day of February, 2000, personally appeared before me H.M. Magleby, the president of GEORGETOWN DEVELOPMENT, INC., a Utah corporation, signer(s) of the above instrument, who duly acknowledged to that he, she, they or it, executed the same.

WITNESS my hand and official seal this ___ day of _____, 2000.



Louise Hiller
NOTARY PUBLIC

A ten (10) foot wide easement, (along grantors West line), 5 feet each side of the following centerline:

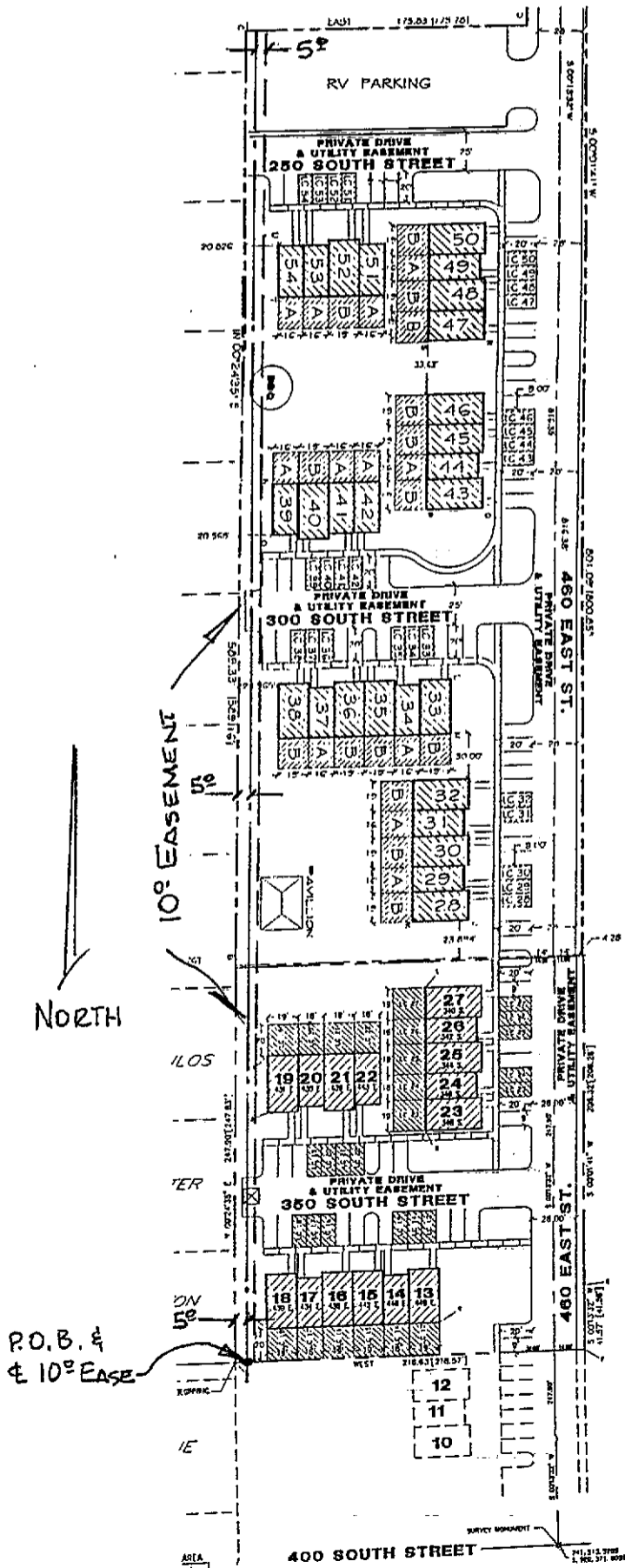
Commencing S 00° 03' 17" E 100.83 Feet and East 1340.79 feet from the West quarter corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence N 00° 24' 35" E 837.23 feet, more or less to the grantor's North line.

RW# 0002UT

JOB# AF0010

EXCHANGE

Part of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian. (Involving, Pennylane Townhomes, Phases 2 and 3)



[Handwritten Signature]

Initials