

AFTER RECORDING, RETURN TO:

AT&T RIGHT OF WAY DEPT.
3001 Cobb Parkway, Room 162
Atlanta, GA 30339

E

ROUTE: _____
SURVEY STA. _____ TO _____
MARKER _____ TO _____
REP. TRACT NO. _____
DRAFT NO. _____

COMMUNICATIONS EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned (hereinafter called "Grantor") hereby grants to AT&T Communications of the Mountain States, Inc., a Utah corporation, its parents and affiliated companies, and its and their successors, assignees, lessees, licensees and agents (hereinafter collectively called "Grantee") a permanent easement to install, construct, reconstruct, operate, maintain, alter, replace, upgrade, expand, relocate, abandon and remove such communications systems as Grantee may from time to time require consisting of cables and wires, waveguides, conduits, manholes, handholes, markers and other appurtenances upon, over, across and under a sixteen and one-half (16 1/2) feet wide strip of land owned by Grantor in Utah County of the State of Utah within the adjacent railroad corridor right of way. The location and course of said easement are more particularly described on attached Exhibit A and depicted on Exhibit B. The Southwest boundary of said sixteen and one-half (16 1/2) feet wide strip shall be a line parallel to and five (5) feet Southwest of the first cable laid. The cable shall have its location indicated upon surface markers set at intervals on the land of Grantor or on adjacent lands.

Grantor further conveys to Grantee the following incidental rights and powers:

- (1) A temporary easement to be used during all periods of construction, reconstruction, repair and removal upon a strip of land ten (10) feet wide on the North side of, and a strip of land ten (10) feet wide on the South side of said permanent easement.
- (2) Ingress and egress across said properties shall be limited to the existing railroad corridor and public roads crossing said land.
- (3) To clear and keep clear all trees, roots, brush, vines, overhanging limbs and other obstructions from the surface and subsurface of said permanent easement and, during construction periods only, the surface and subsurface of said temporary easement.
- (4) To install gates in any fence crossing said permanent and temporary easements.

Grantor hereby covenants that no excavation, building, structure or other obstruction will be constructed, erected, built or permitted on said permanent easement and no change will be made by grading, paving, laying asphalt or otherwise to the surface or subsurface of said permanent easement and of the ground immediately adjacent to said permanent easement.

Grantor shall have the right to use and enjoy the land occupied by the said permanent and temporary easements except when such use shall interfere with the rights herein granted Grantee. Grantor shall not have the right to change the locations or dimensions of said permanent and temporary easements without Grantee's prior written consent.

Grantor shall release and forever discharge Grantee as well as their officers, directors, partners, shareholders, associates, employees, members, attorneys and agents, if any, of and from any and all claims, complaints, demands, obligations, causes of action, and/or damages Grantor has or may have existing against Grantee, as of the date of this instrument.

Grantee shall be responsible to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems and shall restore the lands of Grantor to a condition as good as existed prior to Grantee's work, reasonable wear and tear and damage by the elements excepted.

Grantor believes that Grantor is the fee simple owner of said land.

Notwithstanding any provision of this instrument to the contrary, in no event shall either party be liable to the other party for any special, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, including, but not limited to, loss of profits or revenue, cost of capital, cost of replacement services, or claims of any other third parties, occasioned by any cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence or strict liability.

The covenants, rights, terms, conditions and provisions herein shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this instrument this 28 day of August, 2006.

GRANTOR: A. Ray Gammell 8-28-06 (SEAL)
A. Ray Gammell, Vice President
Geneva Rock Products, Inc. (SEAL)

AT&T COMMUNICATIONS OF THE MOUNTAIN STATES, INC.

Heleen B. Stewart

By: Reagan J. Womack
Name: REAGAN J. WOMACK
Title: SR. TECHNICAL SPECIALIST - ROW
9-11-06

Corporate Acknowledgment

STATE OF Utah)
COUNTY OF Utah) SS:

On this 28 day of August, 2006, before me, the subscriber, personally appeared A. Ray Gammell to me known, who, being by me duly sworn, did depose and say that he is the Vice President of Geneva Rock Products, Inc., the corporation described in, and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors.



Jessica Williams
Notary Public

Partnership Acknowledgment

STATE OF _____)
COUNTY OF _____) SS:

On this ____ day of _____, 20__ before me personally came _____, to me known and known to me to be a partner of _____, the partnership described in, and which executed the foregoing instrument, and said _____ acknowledged that he executed the foregoing instrument for and on behalf of said partnership.

Notary Public

Individual(s) Acknowledgment

STATE OF _____)
COUNTY OF _____) SS:

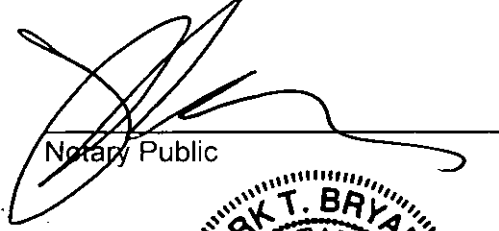
On this ____ day of _____, 20__, before me personally appeared to me _____ who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

Notary Public

Grantee Acknowledgement

STATE OF Georgia
COUNTY OF Cherokee SS:

On this 11TH day of SEPTEMBER, 2006, before me, personally appeared PEGGY J. WOMACK to me known, who, being by me duly sworn, did depose and say that (s)he is the SE. TECH. SPEC. - ROW of AT&T Communications of the Mountain States, Inc., the corporation described in, and which executed the foregoing instrument, and that (s)he signed her/his name thereto by authority of the Board of Directors.


Notary Public

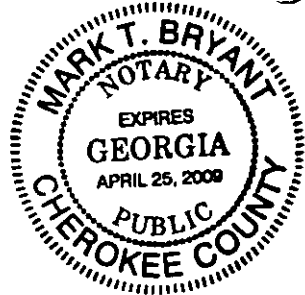


EXHIBIT A

LOCATION OF COMMUNICATIONS EASEMENT

The railroad corridor right of way adjacent to the following described tract of land in Utah County, State of Utah, to-wit:

BEGINNING at the Southeast corner of the West one-half of the Southeast quarter of Section 24, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence North $89^{\circ}45'25''$ West along the South line of said Section 24; 396.68 feet to the Northeasterly line of the PROVO WATER USERS ASSOCIATION property; thence North $12^{\circ}02'$ West along said property line 136.62 feet to a point of a 225.00 foot radius curve to the left; thence Northwesterly along the arc of said curve and property line 228.29 feet to a point of tangency; thence North $70^{\circ}10'$ West along said property line 71.00 feet to a point of a 1035.00 foot radius curve to the left; thence Northwesterly along the arc of said curve and property line 77.37 feet to a point of tangency; thence North $74^{\circ}27'$ West along said property line 115.40 feet to a point of a 205.00 foot radius curve to the right; thence Northwesterly along the arc of said curve and property line 105.96 feet to a point of tangency; thence North $44^{\circ}48'$ West along said property line 117.19 feet to a point of a 125.00 foot radius curve to the right; thence Northwesterly along the arc of said curve and property line 99.44 feet to a point of tangency; thence North $0^{\circ}48'$ East along said property line 51.19 feet to a point of a 135.00 foot radius curve to the left; thence Northerly and Westerly along the arc of said curve and property line 177.21 feet to a point of tangency; thence North $15^{\circ}35'30''$ East along said property line 5.00 feet; thence North $74^{\circ}24'30''$ West along said property line 202.60 feet to the North-South center Section line of aforesaid Section 24; thence North $0^{\circ}18'07''$ East along said center Section line 3930.32 feet to a point North $0^{\circ}18'07''$ East 819.72 feet from the Northwest corner of the Southwest quarter of the Northeast quarter of said Section 24; thence North $26^{\circ}53'$ East 67.32 feet; thence North $84^{\circ}32'$ East 1305.14 feet to the East line of the West one-half of the Northeast quarter of said Section 24; thence South $0^{\circ}25'47''$ West along said East line 2304.42 feet to the Northeast corner of the West one-half of the Southeast quarter of said Section 24; thence South $0^{\circ}14'50''$ West along the East line of said West one-half 2657.18 feet to the point of **BEGINNING**.

Tax Parcel No. 058-001-0001

And:

BEGINNING at the South quarter corner of the Section 24, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence North $0^{\circ}18'07''$ East along the North-South center Section line 737.56 feet to the Southwesterly line of the PROVO WATER USERS ASSOCIATION property; thence South $74^{\circ}24'30''$ East along said property line 175.26 feet to a point of a 40.00 foot radius curve to the right; thence Easterly and Southerly along the arc of said curve and property line 52.51 feet to a point of tangency;

thence South $0^{\circ}48'$ West along said property line 51.19 feet to a point of a 220.00 foot radius curve to the left; thence Southeasterly along the arc of said curve and property line 175.04 feet to a point of tangency; thence South $44^{\circ}48'$ East along said property line 117.20 feet to a point of a 300.00 foot radius curve to the left; thence Southeasterly along the arc of said curve and property line 155.11 feet to a point of tangency; thence South $74^{\circ}27'$ East along said property 115.40 feet to a point of a 940.00 foot radius curve to the right; thence Southeasterly along the arc of said curve and property line 70.27 feet to a point of tangency; thence South $70^{\circ}10'$ East along said property line 71.00 feet to a point of a 130.00 foot radius curve to the right; thence Southeasterly along the arc of said curve and property line 131.90 feet to a point of tangency; thence South $12^{\circ}02'$ East along said property line 115.94 feet to the South line of aforementioned Section 24; thence North $89^{\circ}45'25''$ West along said South line 832.15 feet to the point of **BEGINNING**.

Tax Parcel No. 58-001-0002

Exhibit A Geneva Rock Page 2

And:

Beginning North 89°50'07" East 150.00 feet along the Quarter Section line from the West Quarter Corner of Section 24, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running thence North 89°50'07" East along said line 1030.01 feet; thence South 0°05'47" West 2638.13 feet to the South line of said Section 24; thence North 89°48'21" West along said South line 1180.00 feet to the Southwest Corner of said Section; thence North 0°05'47" East 334.58 feet to a point on a 998.70 foot radius non-tangent curve to the left, the center of said curve bears North 22°31'15" East; thence Southeasterly along the arc of said curve through a central angle of 10°50'18" 188.912 feet; thence North 48°16'00" East 53.96 feet to a point on a 1145.920-foot radius non-tangent curve to the right, the center of said curve bears North 13°27'40" East; thence Northwesterly along the arc of said curve through a central angle of 3°38'29" 72.828 feet; thence North 0°05'47" East 2298.00 feet to the point of beginning.

Less and excepting therefrom any portion found lying within that certain Warranty Deed in favor of the United States of America, recorded December 15, 1947 as Entry No. 13887, in Book 490, at Page 543 of Official Records.

EXHIBIT B

DEPICTION OF COMMUNICATIONS EASEMENT

South Half Section 24, T4S, R1W, Utah County, State of Utah.

