

EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that, FASSIO EGG FARMS, INC., A Utah corporation whose address is 3664 S 5200 W Salt Lake City, Utah 84120-2748, hereinafter called Grantor, for and in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, does grant unto Level 3 Communications, LLC its successors, assigns, lessees and agents, hereinafter called Grantee, a right of way and easement to construct, operate, maintain, inspect, alter, replace and remove such underground communications system ("System") as the Grantee may, from time to time, require, consisting of underground cables, wires, conduits, manholes, drains, splicing boxes, surface location markers and other facilities and equipment for similar uses, upon, over, through, under and along a parcel of land of variable width ("Easement") described in Exhibit A attached hereto ("Property") and a plat of the Easement shown on Exhibit B attached hereto and, by reference both made a part hereof, together with:

- (A) the right of ingress and egress over and across any adjacent real property owned or controlled by Grantor and the Easement for the purpose of exercising the rights granted herein provided that such ingress and egress does not interfere with Grantor's improvements or uses;
- (B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement, and during construction or maintenance periods, to use additional areas adjacent to the Easement for ingress and egress.

Grantor represents and warrants to Grantee that: Grantor is the sole lawful and owner and is in peaceful possession of the Property; the Property is free and clear of all liens and encumbrances; Grantor has good and marketable title to convey the Easement granted herein; the Easement is wholly within the Property; and the Easement is free of any grants, claims, or encumbrances which would conflict with Grantee's unrestricted use thereof, as contemplated by this agreement.

Grantor shall have the right to use and enjoy the surface of the Easement except when such use interferes with the rights and privileges conveyed herein to Grantee. Grantor agrees not to erect or construct any building or structure, or plant trees within the Easement. Grantee hereby agrees that Grantee shall landscape the surface of the Easement in a manner reasonably compatible with the adjacent property within ninety (90) days of completion of construction.

Grantee agrees to fully compensate Grantor for any damage or injury done to livestock, growing crops, improvements, structures, parking areas, landscaping and other appurtenances and/or other improvements in the course of construction and maintenance associated with the aforesaid System except if caused by the negligent or willful act or omissions of Grantor, its heirs, assigns, agents, employees or contractors. Grantee agrees that any areas adjacent to the Easement that are altered or damaged as a result of construction or maintenance by Grantee, but which are lying outside the Easement shall be restored to their prior condition when said construction or maintenance is completed.

Grantee agrees to release, indemnify, defend and hold harmless Grantor against any and all claims, demands and causes of action arising in favor of any person, corporation or governmental entity, because of personal injury including death, or damages to property, including the System, resulting from any act or omission of Grantee its employees, contractors, subcontractors, or agents in the course of construction and maintenance of the System or use of the Easement.

Grantor agrees that should the System be abandoned, or not used for a period of two (2) years, the Easement shall automatically cease and terminate and Grantee shall, if requested by the undersigned, release the same of record.

Grantor hereby agrees to warrant and forever defend title to the Easement against the claims of any and all persons claiming by, through or under Grantor, and that Grantor has full right and authority to enter into and deliver unto Grantee this right of way and easement.

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

IN WITNESS WHEREOF, this instrument is executed this 24 day of March, 2000.

By: Joy Fossio

Title: Sec

ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF SALT Lake

BEFORE ME, the undersigned authority, on this 24 day of March, 2000, personally appeared Joy Fossio known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed and for the purposes and consideration therein expressed.

Yolanda Coca
Notary Public
4/25/2001
Commission Expires

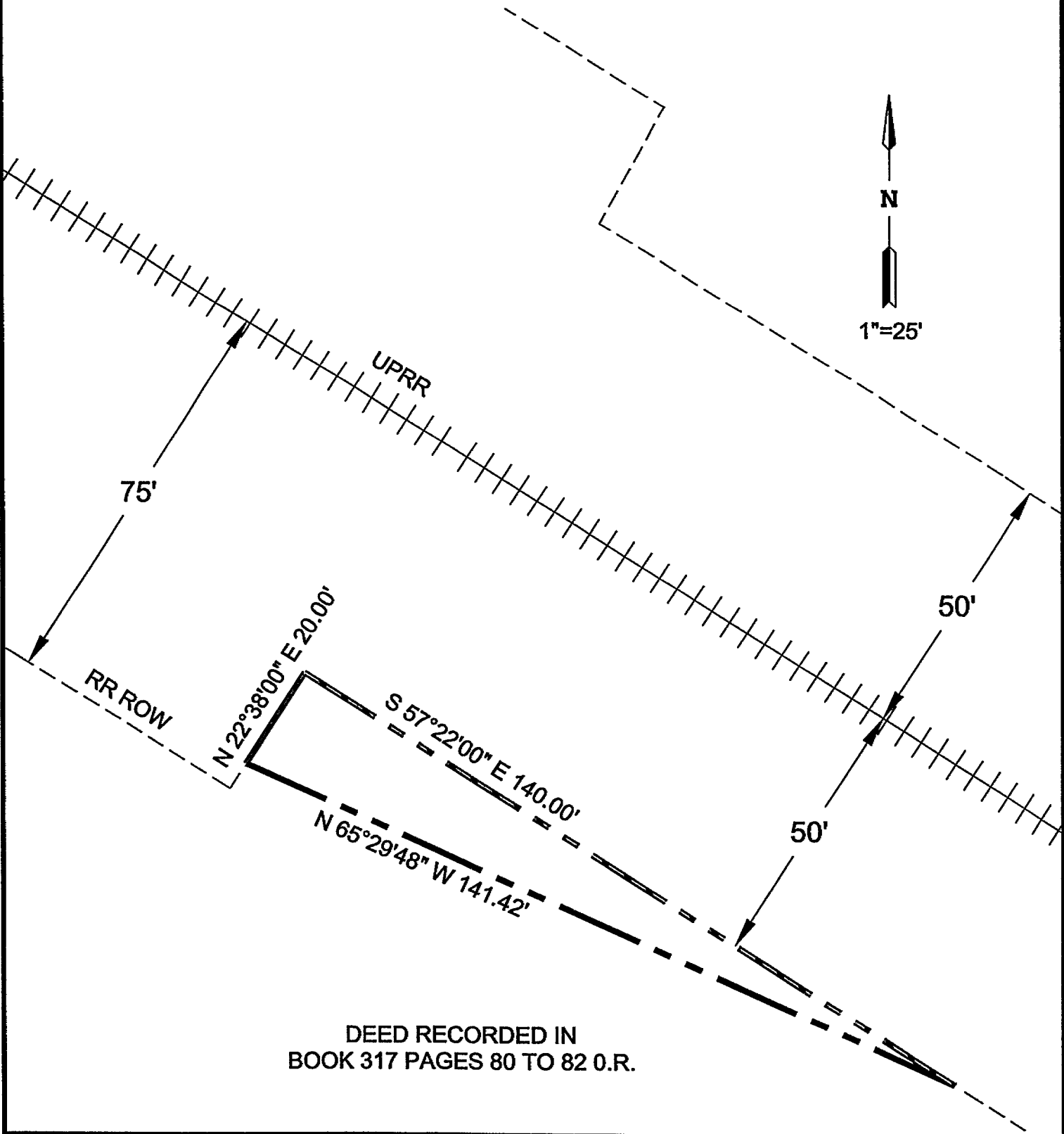
EXHIBIT A

THAT PORTION OF SECTION 22 TOWNSHIP 2 SOUTH, RANGE 4 WEST SALT LAKE BASE and MERIDIAN, IN THE COUNTY OF TOOELE COUNTY, STATE OF UTAH AS PER MAP RECORDED AS INSTRUMENT NO. 365712 RECORDED IN BOOK 226 PAGES 93 TO 94 INCLUSIVE OF RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY TERMINUS OF THAT COURSE DESCRIBED AS "NORTH 57 DEGREES 22 MINUTES WEST 920 FEET" FOR A PORTION OF THE NORTHEASTERLY LINE OF PARCEL 1 OF THE LAND DESCRIBED IN DEED TO FAZZIO EGG FARMS, INC., A UTAH CORPORATION RECORDED MAY 30, 1991 IN BOOK 317 PAGES 80 TO 82 OF OFFICIAL RECORDS IN THE OFFICE OF SAID COUNTY RECORDER, SAID POINT OF BEGINNING BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE ALONG SAID NORTHEASTERLY LINE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE SOUTH 57 DEGREES 22 MINUTES 00 SECONDS EAST 140.00 FEET; THENCE NORTH 65 DEGREES 29 MINUTES 48 SECONDS WEST 141.42 FEET TO A POINT THAT BEARS SOUTH 22 DEGREES 38 MINUTES 00 SECONDS WEST 20.00 FEET FROM THE POINT OF BEGINNING, SAID POINT BEING ON SAID NORTHEASTERLY LINE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE; THENCE ALONG SAID NORTHEASTERLY LINE AND SAID SOUTHWESTERLY RIGHT OF WAY LINE NORTH 22 DEGREES 38 MINUTES 00 SECONDS 20.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

THAT PORTION OF SECTION 22 TOWNSHIP 2 SOUTH, RANGE 4 WEST SALT LAKE BASE and MERIDIAN.



DEED RECORDED IN
BOOK 317 PAGES 80 TO 82 O.R.

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