

Drafted by: Dan Christensen, Williams, 295 Chipeta Way, Salt Lake City, Utah 84158

RETURN RECORDED DOCUMENT TO:

~~FTV Communications, LLC~~

~~P.O. Box 22067~~ *W. A. Thomasson*
~~Tulsa, OK 74121~~

201283

FILED FOR RECORD

2:30 o'clock *✓* m

SEP 14 1998

[Signature]
Beaver County Recorder

Fee \$ 142

*295 Chipeta Way
Salt Lake City UT
84108*

RIGHT OF WAY AND EASEMENT AGREEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, herein called Grantor (whether one or more), hereby sells, and quitclaims unto Williams Communications, Inc., a Delaware Corporation operating as a specialized communications common carrier and telephone public utility, whose mailing address is P.O. Box 22067, Tulsa, OK 74121, its successors and assigns, herein called Grantee, a perpetual ten feet (10') Easement and Right of Way, (hereinafter, together with the rights and privileges herein granted, the "Easement"), together with all improvements located thereon, with a width and centerline as indicated below, to locate, survey, construct, maintain, inspect, operate, protect, repair, alter, replace, change the size of, relocate, establish, lay, install, test, substitute, renew, reconstruct, restore, abandon, and remove underground communications system(s) together with necessary underground conduits, cables, wires, underground splicing boxes, and any other appurtenances thereto, at any time or times for the transmission of data or communications for and by others upon and along a route or routes to be selected by Grantee, on, in, over, under, through, and across the following described land (the "Property") located in the County of Beaver, State of Utah, to wit:

SE ¼ SE ¼, Section 3, T30S, R12W, S.L.B. & M.

N ½, Section 10, T30S, R12W, S.L.B. & M.

The Right of Way herein granted is more particularly described as being ten (10) feet in width, the centerline of which is twenty (20) feet easterly of the westerly Right of Way line of the existing Intermountain Power Project through and across said property.

together with the right of ingress and egress to, from, and along the Easement and the right to use gates and existing roads for the aforesaid purposes (Grantee shall and does hereby agree to restore any damage to such lands, gates, or roads caused by its use thereof as described below) and together with a temporary easement to provide work space along and adjacent to the Easement as may be reasonably necessary in connection with construction, maintenance, operation, repair, removal, or replacement of the communications system(s).

The exact location of the Easement conveyed by this instrument shall be determined, in the sole discretion of Grantee, by the installation of Grantee's communications system(s), and subject to the Grantee's temporary easement rights described above, the Easement shall extend for five feet on each side of the centerline of the first working communications system installed.

Grantee shall restore the surface of the Easement and temporary easement as nearly as reasonably practical to its original grade and level after performing any construction or other work that disturbs the surface. Grantee shall cause reasonable payment to be made for actual damages to crops, timber, livestock, and improvements of Grantor directly resulting from the exercise, now or in the future, of the rights herein granted; provided, however, that Grantee may elect, at Grantee's sole option, to restore crops, timber, livestock, or improvements to the pre-existing or equivalent or better condition (or replace fencing with gates) in lieu of paying damages; and provided further that after a communications system(s) has been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth, and brush removed from the Easement by Grantee.

All oil, gas, and other minerals are reserved to Grantor, provided that Grantor shall not use, nor permit the use of, a method of extraction that interferes with or impairs in any way the exercise of Grantee's rights herein or the operation of Grantee's facilities. 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 or the operation of Grantee's facilities. Further, Grantee shall have the right from time-to-time to cut and keep clear obstructions or vegetation that may injure, endanger, or interfere with the use, maintenance, or inspection of the communications system(s).

Grantor shall not nor shall Grantor permit others to construct, create, or maintain any road, reservoir, excavation, obstruction, structure, building, or improvement of any kind, or change the land grade on, over, along, or across the area of the Easement without the prior written consent of Grantee (which shall not be unreasonably withheld).

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement for the purposes stated herein.

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 successors and assigns.

This instrument fully sets forth the terms and conditions of the Agreement. There are no prior or contemporaneous oral or other written agreements, between Grantor and Grantee that modify, alter, or amend this Agreement. This instrument may be modified or amended only in writing duly executed and acknowledged by the parties hereto.

Grantor represents and warrants that its representative signing below is duly authorized to execute this Agreement on behalf of the Grantor. Grantor further represents and warrants that it is a General Partnership, authorized to do business in the State of Utah, organized under the laws of the State of North Carolina, whose Federal Tax Identification Number is 56-1864608.

Grantee may apportion and assign, lease, or transfer this Easement in whole or in part.

TO HAVE AND TO HOLD the Easement, temporary easement, rights and privileges unto Grantee, its successors and assigns forever, and Grantor hereby binds Grantor, Grantor's successors, and assigns all and singular the Easement, temporary easement, and the property rights, privileges, and interests above-described, unto Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this easement to be executed by its authorized agent this 10th day of AUGUST, 1998.

SMITHFIELD OF UTAH, INC., as a general partner of
Circle Four Realty, a partnership

By: [Signature]
D. Steven Pollmann
Authorized Agent

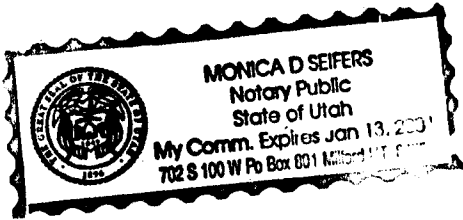
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STATE OF UTAH)
) : ss.
COUNTY OF BEAVER)

On the 10th day of August, 1998, personally appeared before me D. STEVEN POLLMANN, who, being by me duly sworn, did say, that he, the said D. STEVEN POLLMANN is the authorized agent of Smithfield of Utah, Inc., and that the within and foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors and the said D. STEVEN POLLMANN duly acknowledged to me that said corporation executed the same as a partner of Circle Four Realty, a partnership.

Monica D Seifers
Notary Public



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