

When Recorded Mail To:
South Central Utah Telephone
P.O. Box 432
Panguitch, Utah 84759

00687124

B: 1351 P: 1699 Fee \$10.00 Page 1 of 1
Debbie B. Johnson, Iron County Recorder
08/16/2016 10:36:31 AM By SOUTH CENTRAL UTAH TELEPHONE

GRANT OF EASEMENT

The undersigned, **Brian Head Acquisition Partners, LLC**, of Iron County, State of Utah ("Grantor"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto South Central Utah Telephone Association, Inc. (the "Company"), and to its successors and assigns, the right to install a below ground telephone line system (the "System") on Grantor's real property situated in the Town of Brian Head, County of Iron, State of Utah, as more particularly described below, and as depicted on Exhibit A hereto (the "Real Property").

A strip of land 5.00 Feet on either side of a line with a POINT OF BEGINNING in the Northwest Quarter of Section 2, Township 36, Range 9 which lies S31°4'38"W a distance of 6 Feet from SCC Fiber monument located at 37°42'8"N, 112°50'58"W in the Northwest Quarter of Section 2, Township 36, Range 9; thence N81°2'51"W a distance of 428 Feet; thence S23°1'31"W a distance of 126 Feet; thence S25°1'0"E a distance of 96 Feet; thence S42°50'20"W a distance of 217 Feet; thence S54°9'44"W a distance of 321 Feet; thence S67°59'19"W a distance of 880 Feet; thence S69°19'32"W a distance of 656 Feet; thence S33°51'57"W a distance of 784 Feet; thence S22°41'11"W a distance of 383 Feet; thence S11°50'31"W a distance of 550 Feet; thence S24°11'51"W a distance of 501 Feet; thence S1°47'23"E a distance of 278 Feet; thence N0°0'0"W a distance of 6 Feet to the POINT OF TERMINATION located in the Southeast Quarter of Section 3, Township 36, Range 9.

Parcels: A-1144-0001-0000, A-1144-0001-0004-09, A-1144-0001-0010, A-1154-0000-0000, A-1148-0001-0002 A-1148-0001-0002, A-1165-0004-0000, A-1165-0007-0000, A-1148-0001-0002

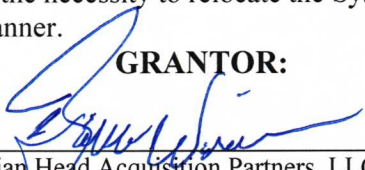
Grantor further grants to the Company the right, from time to time, to enter upon the Real Property to construct, reconstruct, excavate, install, inspect, repair, replace, operate, and maintain the System and other facilities and appurtenances thereto.

Grantor agrees that all wires and appurtenances, including all telephone equipment, installed on said Real Property at the Company's expense, shall remain the property of the Company, and shall be removable at the option of the Company. Such rights shall be reasonably exercised, and the Company shall be liable for any damage negligently done by it to the above-described Real Property.

Grantor agrees that non-use of the rights granted hereunder for any period of time shall not constitute abandonment of such rights, or any of them.

Grantor reserves the right to occupy, use, and develop said Real Property at any time for all purposes not inconsistent with the rights herein granted. Should Grantor, or its successors or assigns, at any time decide to develop or otherwise occupy the above described Real Property for whatever purpose and it is determined that the System must be relocated to accommodate such development or occupancy, the Company, at its sole cost and expense, shall relocate the System to a new location determined solely by Grantor. Grantor shall provide the Company with reasonable prior notice of the necessity to relocate the System, and the Company will use its best efforts to relocate the System in a timely manner.

GRANTOR:



Brian Head Acquisition Partners, LLC
By: Burke Wilkerson
Its: Vice President and Chief Financial Officer

County of Iron)

On this 16th day of August, 2016, before me the undersigned Notary Public in and for the State of Utah, personally appeared Burke Wilkerson, the signer of the above instrument and duly acknowledged to me that he executed the same.

Notary Public

