

RETURN RECORDED DOCUMENT TO:

FTV Communications, LLC

P.O. Box 22067

Tulsa, OK 74121

ENT 42893 BK 4619 PG 255  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1998 Apr 30 2:48 pm FEE 15.00 BY SS  
RECORDED FOR FTV COMMUNICATIONS

### RIGHT OF WAY AND EASEMENT AGREEMENT - (Utah Individual Grantor(s))

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 grants, sells, conveys, and warrants 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 Utah, State of Utah, to wit:

Lots 3 & 4 of Section 3, Township 5 South, Range 1 West, SLB&M.

The aforesaid Right-of Way and Easement shall be within the boundaries of and contiguous with that certain existing Kern River Gas Transmission pipeline easement as recorded in Book 2794, Page 497 in the County Recorder's office in Utah County, State of Utah.

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 approximately twenty (20) feet southerly and easterly of the existing Kern River pipeline 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. *(This 10' Easement)*

After installation of the initial communications system, Grantee shall have the right to install additional communications systems or conduit in the easement only upon payment to Grantor of an additional negotiated amount for each additional installation.

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, assigns, personal representatives, devisees and heirs.

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.

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 heirs, devisees, personal representatives, successors, and assigns, to warrant and forever defend 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.

WITNESS THE EXECUTION HEREOF THE 29<sup>th</sup> day of April, 1998

Steph H. Hark HOLDBROOK FARMS  
Grantor HOLDBROOK FARMS GENERAL PARTNER Grantor

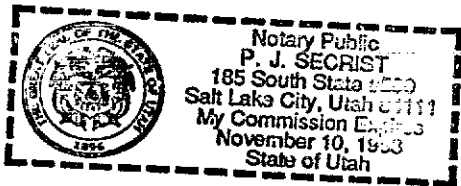
Clyde W. Hark  
Witness

Witness

[Subscribing Witness Certificate Of Proof]

State of Utah, County of Salt Lake

On this 30<sup>th</sup> day of April, 1998, before me personally appeared Clyde W. Stokes, Jr., personally known to me (or satisfactorily proved to me by the oath of Charles A. Hunt, a competent and credible witness for that purpose, by me duly sworn) to be the same person whose name is subscribed to the above instrument as a witness thereto, who, being by me duly sworn, deposed and said that he resides in Fairport, Utah, county of Fayette and state of Utah; that he was present and saw \_\_\_\_\_ personally known to him to be signer of the above instrument as a party thereto, sign and deliver the same, and heard him acknowledge that he executed the same, and that he, the deponent, thereupon signed his name as a subscribing witness thereto at the request of said \_\_\_\_\_



P. J. Secrist  
Notary Signature and Seal