When recording is complete please mail to: Sierra Pacific Communications Bruce Anderson 1575 DeLucchi Lane, Suite 204 Reno, NV 89502

00132125 BK 00359 Pg 00029-00031
HILLARD COUNTY RECORDER- CONNIE K HANSEN
2000 DEC 11 16:29 PM FEE \$20.00 BY M55
REQUEST: SIERRA PACIFIC COMMUNICATIONS

COMMUNICATIONS RIGHT OF WAY EASEMENT

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Intermountain Farmer's Association c/o Ron Webb, Manager, PO Box 308, Delta, UT 84624, herein called Grantor (whether one or more), hereby grants, sells, and conveys to SIERRA PACIFIC COMMUNICATIONS, a Nevada corporation, whose mailing address is 1575 DeLucchi Lane, Suite 204, Reno, Nevada 89502, (hereinafter called "Grantee") its successors, assigns, licensees, and agents, an easement of Ten (10) feet in width to be installed entirely in the right of way, to survey, construct, install, operate, inspect, maintain, protect, repair, alter, replace, upgrade, remove and/or abandon, such underground communication systems, markers, underground splicing boxes and other appurtenances as Grantee may from time to time require for whatever purpose. Such underground communications systems, markers, underground splicing boxes and other appurtenances shall pass upon, over, under, across and through the following described land located in the County of Millard, State of Utah, to wit:

See Exhibit "A"

Grantee is herein granted the rights of ingress and egress to and from said easement and right of way over and across the described land (or lands of Grantor adjacent thereto), together with the right to use temporary work space, as needed, for the purposes aforesaid.

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. Grantor further covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement and right of way and no change will be made by grading or otherwise to the surface or subsurface of said easement and right of way.

All telecommunications conduit, innerduct, cable and appurtenances laid under this grant shall be buried to such depth as not to interfere with the ordinary cultivation of said land. Grantee agrees to pay for damage to fences and growing crops arising from the construction and

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maintenance of the aforesaid systems, provided, however, that after the initial communication systems have been constructed hereunder, Grantee shall not be liable for damages caused to trees, undergrowth, and brush on the communication systems easement and right of way in the clearing of such obstructions from said easement and right of way. When construction is completed, Grantee shall have restored the subject premises to the same, or better condition, than when construction began.

The rights granted herein may be assigned in whole or in part, and 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 respective heirs, successors, assigns and personal representatives. Grantor is not warranting title to the lands herein described in Exhibit A.

The Grantee herein shall at all times protect and indemnify and save harmless the Grantor herein from any and all claims, demands, judgments, costs and expenses incurred by or on behalf of any person or corporation whatsoever, in any manner due to or arising out of injury or death of any person, or damage to property of any person or persons whomsoever, including the parties hereto and their employees, to the extent caused by the construction, maintenance, operation, repair, extension, existence, use or removal of said telecommunications system, or the failure to properly construct, operate, maintain, or remove the same.

Witness the execution hereof the _	day of Movember, 2000.
GRANTOR (S):	
	Intermountain Farmer's Assn. By; Ron Webb, Manager
STATE OF Utah) ss	
COUNTY OF Millard	
I THE UNDERSIGNED, NOTARY PUBLIC hereby certify that on this day of NOULW OV, 2000 personally appeared before me Ron Webb, known to be the individual(s) described in and who executed the within instrument, acknowledged that they (he) (she) signed and seale the same as their (hers) (his) free and voluntary act and deed, for the uses and purposes herein mentioned.	
Given under my hand and official	seal this day of November
Notary Public RONDA WILLIAMS 180 South Main Street Notary	Public of Manuellans nission Expires

MANAGE :

Exhibit A

LEGAL DESCRIPTION OF REAL PROPERTY

Property situated in Millard County, State of Utah, commonly legally described as follows.

Part of Section 6 with 250 feet of road frontage along CR 750 North, a/k/a Cemetery Road, Twp 17 South -Range 6 West, SLB&M, more particularly described in Deed Book 238 Page 154

EASEMENT DESCRIPTION:

The communication easement to be granted runs for the entire length of this parcel from east to west along the south side of the parcel bordering the north side of CR 750 North, a/k/a Cemetery Road, right-of-way. Said easement shall be ten (10) feet wide for separation and protection purposes, and shall be constructed entirely in the right-of-way, and shall occupy the lands of Grantor, if Grantor is deemed the owner of such lands.

250 feet along CR 750 North, a/k/a Cemetery Road, Millard County, UT.

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Panent!

SHEET, WILLIAM CO.