

UNDERGROUND RIGHT-OF-WAY EASEMENT (Private Property)

336040

R/W NUMBER R/W 39081

RECEIVED of grantee, The Mountain States Telephone and Telegraph Company, \$ 10.00, in consideration of which the undersigned grantor(s) hereby grant(s), bargain(s), and convey(s) unto said Company, its associated and allied corporations, its and their respective successors, assigns, lessees, and agents, a right of way, easement, and the right to construct, operate, maintain, replace, reconstruct, enlarge, improve, repair, and remove such underground communication line facilities as said grantee may from time to time require, consisting, without limitation, of: (1) underground cables, underground wires, conduits, manholes, drains, and splicing boxes; (2) testing-terminals, located on the surface or underground; and (3) other appurtenances; upon, over, under and across the following-described strip of land which the undersigned own(s) or in which the undersigned have (has) any interest, to wit:

A (7') SEVEN FOOT EASEMENT, THE SOUTH LINE AS FOLLOWS: BEGINNING 68 FEET EAST AND 133 FEET NORTH OF THE S.W. CORNER OF SEC. 21 T. 4N. R. 1W, S.L.B & M. RUNNING THENCE EAST. 478.66 FEET.

situate in County of DAVIS, State of UTAH

TOGETHER with the following rights: (a) of ingress and egress over and across the lands of the undersigned to and from above-described strip for the purpose of exercising the rights herein granted; (b) to place location-markers on the surface, on or beyond said strip, for the said underground facilities; (c) to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip, without grantee being obligated to do so; (d) to permit other corporations to use trenches jointly with the said Company; (e) to open and re-close any fences crossing said strip or, when agreed to by grantor(s), to install gates and stiles in such fences.

UNDERSIGNED landowner(s) for HER self (ves), HER heirs, executors, administrators, successors and assigns, while reserving the right to use said strip of land for all purposes not inconsistent with the rights herein granted to said Company, hereby covenant(s) that no structures shall be erected or permitted on said strip and that the said strip shall not be used in any manner which will interfere with or damage the communications facilities installed pursuant to this grant, or interfere with the maintenance, repair, and replacement of said facilities.

GRANTEE agrees that the said communications facilities shall be originally placed at least TWENTY FOUR (24) inches deep in order to reduce the possibility of interference with the ordinary and reasonable use of the said strip by the undersigned, and to pay for damages to fences, landscaping, and growing crops arising from the construction and maintenance of the aforesaid facilities.

Signed and sealed this 28TH day of JANUARY, A.D. 1969.

(Signatures) (Seal) (Landowner) (Seal) (Landowner) (Seal) (Landowner) (Seal) (Landowner) (Seal) (Landowner) (Seal) (Landowner)

NOTARY'S ACKNOWLEDGMENT: (When this document is prepared, insert below the private-party acknowledgment form as required by statute of the State in which the said property is located.) (See Appendix 1, Sect. 5 of I.M. 173.)

STATE OF UTAH } ss. County of Salt Lake

On the 28TH day of JANUARY, A.D. 1969, personally appeared before me: MRS. LOTTIE SANDALL

the (signer) (signers) of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same.

WITNESS my hand and official seal this 28TH day of JANUARY - 1969 My commission expires 1-2-72

James B. Lodiard Notary Public

Mountain States Tel. & Tel. Co. NOV 12 1969 10 50 A of MARGUERITE S. COURNE Recorder Davis County BY Jane Sandveden Deputy Book 434 Page 110