

AFTER RECORDING, RETURN TO:

ROUTE: Longmont, CO to
Salt Lake City, UT
MARKER #:3156+13 to 3158+18

AT&T
RIGHT OF WAY DEPT.
3001 Cobb Parkway, Room 162
Atlanta, GA 30339

10186258
05/07/2007 01:10 PM \$26.00
Book - 9500 Pg - 7396-7404
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
JACK PLUMB
3270 S 1100 W
SLC UT 84119
BY: SLR, DEPUTY - WI 9 P.

AMENDMENT TO GRANT OF EASEMENT

Parties: AT&T CORP., a New York corporation, (hereinafter referred to as "AT&T") and

Jack E. Plumb, Salt Lake City, Utah, present property owner, and

Regarding: Grant of Communications Systems Right-of-Way and Easement dated December 22, 1992, originally granted by Marinick, Ltd, Richard L. Anderson, General Partner, as Grantor and recorded in Official Records Book 833, Page 5752, in the County of Salt Lake, State of Utah.

That Whereas, AT&T is the owner of an easement upon, over and under a strip of land twenty (20) feet wide, more particularly described in the above-referenced document, and the present owner, Jack E. Plumb, and AT&T desire to and agree to amend the legal description of said easement as it affects the lands described in Exhibit "A".

NOW THEREFORE, for and in consideration of the sum of Ten Dollars and Other Valuable Consideration (\$10.00 & OVC), in hand paid, receipt thereof is hereby acknowledged, the legal description of that portion of the easement granted in Official Records Book 833, Page 5752, that is contained within the lands described in Exhibit "1" attached hereto and made a part hereof. The purpose of this Amendment to Right of Way Easement is to reduce the twenty (20) foot wide easement to a ten (10) foot wide easement by releasing ten (10) feet on the easterly side of the twenty (20) foot easement. Exhibit "A", the existing twenty (20) foot easement and Exhibit "B", an illustration of the easement, are attached and are made a part of this Amendment.

NOTWITHSTANDING ANY PROVISION OF THE GRANT OF COMMUNICATION SYSTEMS RIGHT-OF-WAY AND EASEMENT OR THIS AMENDMENT TO THE CONTRARY, IN NO EVENT SHALL GRANTEE BE LIABLE TO GRANTOR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPTIAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

THIS AMENDMENT shall not subtract from AT&T's enjoyment of any rights or privileges under its original easement, such rights and privileges remaining in full force and effect in all respects, except as specified herein.

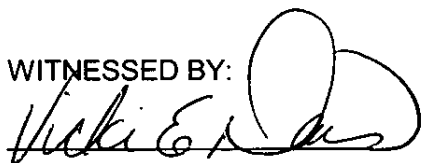
Signed, sealed and witnessed this _____ day of _____, 2007.

WITNESSED BY:

GRANTOR:


_____ (SEAL)
_____ (SEAL)

WITNESSED BY:



AT&T CORP.

BY:


NAME: R. J. POYNER
TITLE: DIRECTOR NETWORK ENG.

Corporate Acknowledgment

STATE OF _____)
COUNTY OF _____) SS:

On this ____ day of _____, 20__, before me, the subscriber, personally appeared _____ to me known, who, being by me duly sworn, did depose and say that he is the _____ of _____, the corporation described in, and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors.

Notary Public

Partnership Acknowledgment

STATE OF _____)
COUNTY OF _____) SS:

On this ____ day of _____, 20__ before me personally came _____, to me known and known to me to be a partner of _____, the partnership described in, and which executed the foregoing instrument, and said _____ acknowledged that he executed the foregoing instrument for and on behalf of said partnership.

Notary Public

Individual(s) Acknowledgment

STATE OF _____)
COUNTY OF _____) SS:

On this ____ day of _____, 20__, before me personally appeared to me _____ who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

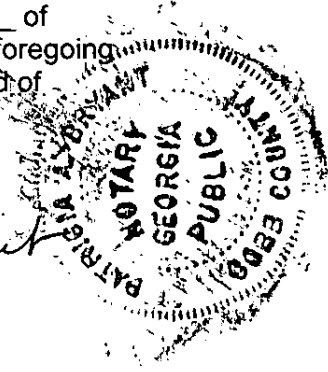
Notary Public

Acknowledgment

STATE OF GEORGIA)
COUNTY OF COBB) SS:

On this 6th day of August, 2007, before me personally appeared RANDALL POYNER to me known, who, being by me duly sworn, did depose and say that ~~(s)~~he is the DIRECTOR OF NETWORK ENG R of AT-T CORP., the corporation described in, and which executed the foregoing instrument, and that ~~(s)~~he signed ~~her~~his name thereto by authority of the Board of Directors.


Notary Public



PATRICIA A. BRYANT
NOTARY PUBLIC
COBB COUNTY
STATE OF GEORGIA
MY COMM. EXPIRES OCT. 14, 2010

EXHIBIT 'A'

7549469

7548469
01/05/2000 02:03 PM 20.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
A T & T CORP
RIGHT OF WAY DEPT
1200 PEACHTREE ST NE-PA168
ATLANTA GA 30309
BY: RDJ DEPUTY - MA 6 P.

AFTER RECORDING MAIL TO: ROUTE Longmont, CO to Salt Lake City, UT
SURVEY STA. 3156+13.00 TO 3158+18.00

AT&T CORP.
RIGHT OF WAY DEPT.
1200 PEACHTREE ST., NE - PA168
ATLANTA, GA 30309

Location: _____
Document Transfer Tax \$ _____
 Computed on Full Value of Property Conveyed, or
 Computed on Full Value Less Liens & Encumbrances
Remaining a Time of Sale
 Consideration of Value Less than \$100.00
Signature of declarant or agent determining tax:

Agent: _____

GRANT OF COMMUNICATION SYSTEMS RIGHT-OF-WAY EASEMENT

In consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration in hand paid, receipt whereof is hereby acknowledged, the undersigned (hereinafter called "Grantor") hereby grants to AT&T Corp., a New York Corporation, its associated and allied companies, its and their successors, assignees, lessees and agents (hereinafter collectively called "Grantee") a permanent right-of-way and easement to construct, reconstruct, operate, maintain (to include aerial patrol), alter, replace and remove such communications systems as the Grantee may from time to time require consisting of underground cables and wires, waveguides, surface testing terminals, conduits, manholes, markers, splicing boxes, and other facilities for similar uses, together with surface testing terminals, and other appurtenances without limitation, upon, across and under a strip of land Twenty foot (20 ') wide situated in a portion of Section 1 (S1), Township 1 South (T1S), Range 1 East R1E), Salt Lake Base and Meridian, County of Salt Lake, State of Utah.

Marinick ltd-easement

DR0001905759

The Northwest line of said 20' easement being more particularly described as follows:

Commencing at the Northeast corner of said Section 1, thence South 0°00'40" West, 1250.11 feet; thence South 89°53'30" West, 282.6 feet more or less to the Southeast line, of an existing 16.5 foot easement and the beginning of said 20' easement; thence contiguous and adjacent to an existing 16.5 foot easement South 25°29' West 182.5 feet more or less to the North line of Emigration Canyon Road. The Southeast line of said 20 foot easement to be lengthened or shortened to extend from the Northerly property line to Emigration Canyon Road Right-of-Way (See also Exhibit "1" attached and made a part hereof).

Said easement shall have its location indicated upon surface markers set at intervals on the land of the Grantor or on adjacent lands.

The Grantor further conveys to the Grantee the following incidental rights and powers:

- (1) Ingress and egress upon and across the lands of the Grantor to and from permanent rights-of-way and easements for the purpose of exercising the aforesaid rights.
- (2) To clear and keep clear all trees, roots, brush, vines, overhanging limbs, and other obstructions from the surface and subsurface of said permanent right-of-way and easement.
- (3) To place wood or timber cleared from said property of the Grantor on said right-of-way and easement.
- (4) To install locking gates in any fence crossing said permanent and temporary rights-of-way and easement.

The Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said permanent right-of-way and easement and no change will be made by grading or otherwise to the surface or subsurface of said strip and of the ground immediately adjacent to said strip.

Marinick Ltd-easement

BK 9500 PG 7401

**LEGAL DESCRIPTION
PROPOSED AT&T
EASEMENT**

A 20 foot wide easement for communication facilities situate in a portion of Section 1, Township 1 South, Range 1 East, Salt Lake Base and Meridian. The Northwest line of said 20' easement being described as follows:

Commencing at the Northeast corner of said section 1, thence South 0°00'40" West, 1250.11 feet; thence South 89°53'30" West, 282.6 feet more or less to the Southeast line, of an existing 16.5 foot easement and the beginning of said 20' easement; thence contiguous and adjacent to said existing 16.5 foot easement South 25°29' West 182.5 feet more or less to the North line of Emigration Canyon Road. The Southeast line of said 20 foot easement to be lengthened or shortened to extend from the Northerly property line to Emigration Canyon Road Right-of-Way.

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EXHIBIT "1" -- PAGE 1 of 2

~~DK0031.DCS753~~

BK 9500 PG 7403

EXHIBIT "B"

LEGEND



PROPOSED AT&T EASEMENT

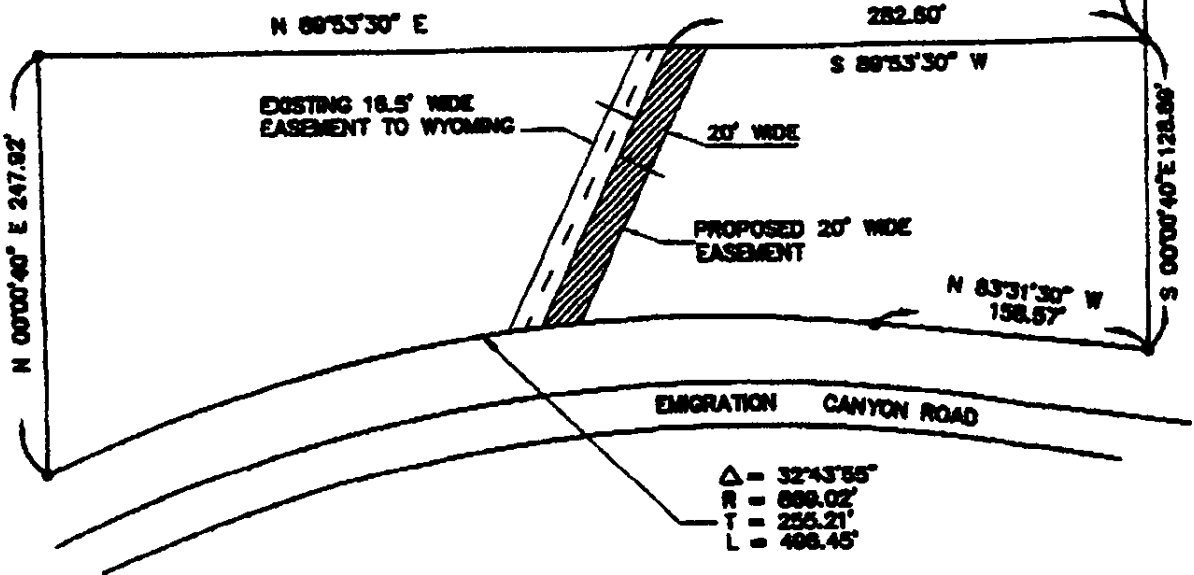


SCALE 1" = 100'

NORTHEAST CORNER
SECTION 1, T1S, R1E
SALT LAKE B & M

38 31

1280.11'
1280.11' MORE OR LESS
S 00°00'40" W



AT&T

PLAT OF
PROP. AT&T EASEMENT
NEAR EMIGRATION
CANYON ROAD
UTAH

JOB No.	13-88
DATE	8/17/88
ONE	UTAH/DIC
DRAWN BY:	BR/LAC
SCALE:	1"=100'
CHECKED:	AGB