

**NON-EXCLUSIVE RIGHT OF WAY AND UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned, UINTALANDS ASSOCIATION, with an address of P.O. Box 3094, Ogden, Utah 84409 (hereinafter called the "Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, and of further agreements and considerations herein stated, does hereby grant and convey unto UNION TELEPHONE COMPANY, a Wyoming corporation, with an address of P.O. Box 160, Mountain View, Wyoming 82939 (hereinafter called the "Grantee"), and to its successors and assigns, a perpetual, non-exclusive right of way and utility easement located within all maintained rights of way in Uintalands Association, more particularly described in the attached "Exhibit A" incorporated herein by this reference.

Said easement shall not exceed the width of any road nor four (4) feet in depth, across and through the real property, with the rights of ingress and egress seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, over Grantor's lands, extending from the nearest public right of way to such parcels described in "Exhibit A," and for the installation and maintenance of utility wires, cables, conduits, and pipes under the right of way (with the exception of equipment or fixtures that must be above ground) and on the opposite side of the public right of way from any and all water lines, being substantially as described in "Exhibit A" with the right to alter, repair and remove the same in whole or in part at any time. The Grantee hereby acknowledges that the right of way does not permit the placement of any poles above ground.

2. Grantee shall at all times exercise due care and diligence to avoid damage to Grantor's property and any other personal property on said real property while performing construction or maintenance work on said easement. Grantee shall make all repairs to the easement that Grantor deems necessary to restore the easement to the condition it was in prior to the installation, provided however, Grantee shall not be responsible for damages caused by the negligent or willful acts or omissions of Grantor and persons other than Grantee.

3. Grantor agrees that all lines, wires, underground equipment and other facilities installed by the Grantee on the above described lands shall remain the property of the Grantee, removeable at the option of the Grantee.)

4. Grantor shall be entitled to the full use and enjoyment of said premises, subject only to the reasonable rights of Grantee herein conveyed.

5. The grant herein contained is an easement and shall be perpetual, so long as said land is used for the aforementioned purposes and shall be binding upon the heirs, successors and assigns of Grantor. If Grantee shall fail for a period of one (1) year to use this easement for the purposes described herein, then this easement shall be vacated and Grantee shall remove any and all above ground equipment at Grantee's sole expense. Upon termination of this easement, the recording of an Affidavit, signed by Grantee, shall serve as prima facie evidence of such termination and shall clear the title to this property. In addition, upon termination, Grantee shall have the right, but not the obligation, to remove said fiber line from its property.

6. Grantee shall be responsible for all costs associated with installation, construction, maintenance, operation, repair, removal, and any other matters associated with said utility lines.

7. Grantee shall restore any disturbed property, following any work relating to the utility line. Any restoration shall restore the property to a state said property would have been in had the work not disturbed it. Grantee's obligation to restore said property shall extend for twenty-four (24) months following Grantee's completion of construction activities.

8. Grantee shall protect, defend, indemnify and hold harmless Grantor, its officers and employees from and against any and all claims, demands, penalties, fees, liabilities, settlements, damages, costs, or expenses (including reasonable attorney's fees, consultant fees, removal or response costs, court costs, and litigation expenses of any kind) known or unknown, arising out of or relative to Grantee's use of Grantor's property.

IN WITNESS WHEREOF, the undersigned have set their hands this 26th day of July 2021.

GRANTOR:

GRANTEE:

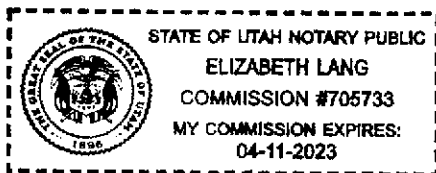
By: Michael Malan
On behalf of Uintalands Association

[Signature]
By: Eric J. Woodley
On Union Telephone Company

STATE OF Utah)
)ss
COUNTY OF Salt Lake)

The above and foregoing instrument was acknowledged before me this 26th day of July, ~~2020~~ 2021 by Michael Malan the President with authority on behalf of UINTALANDS ASSOCIATION.

WITNESS my hand and official seal.



[Signature]
Notary Public

"EXHIBIT A"

A utility easement over, under, across and through portions of "Aspen Drive" and "Uinta Drive," as well as any secondary road that may be maintained by the Uintalands Association. Easement shall exist within T3N, R10E, in multiple sections, along with T2N, R10E, multiple sections.

EXHIBIT A

UINTALANDS SUBDIVISION, a subdivision located in Summit County, State of Utah, and being located in parts of Sections 4, 3, 10, and 11 of Township 2 North, Range 10 East, Salt Lake Base and Meridian, as described in said UINTALANDS subdivision plats on file with the Summit County Recorder's Office as more particularly described in sheets 1 through 5 of said subdivision Plat.

The parcel numbers of the Subdivision include all of the following:

UL-ASSOCIATION	UL-20-C	UL-41-A	UL-58-B	UL-76
UL-1	UL-21	UL-41-B	UL-58-C	UL-77-A
UL-2-A	UL-22-A	UL-41-C	UL-59	UL-77-B
UL-2-B	UL-22-B	UL-42-A	UL-59-C	UL-77-C
UL-2-C	UL-22-C	UL-42-B	UL-60-A	UL-78-A
UL-3	UL-23	UL-42-C	UL-60-B	UL-78-B
UL-4-A	UL-24A-AM	UL-43-A	UL-60-C	UL-78-C
UL-4-B	UL-24B-AM	UL-43-B	UL-61-A	UL-79-A
UL-4-C	UL-24-C	UL-43-C	UL-61-B	UL-79-B
UL-5-A	UL-25-A	UL-44-A	UL-61-C	UL-79-C
UL-5-B	UL-25-B	UL-44-B	UL-62-A	UL-80-A
UL-5-C	UL-25-C	UL-44-C	UL-62-B	UL-80-B
UL-6-A	UL-26-A	UL-44-D	UL-62-C	UL-80-C
UL-6-B	UL-26-B	UL-45-A	UL-63-A	UL-81-A
UL-6-C	UL-27-A	UL-45-B	UL-63-B	UL-81-B
UL-7-A	UL-27-B	UL-45-C	UL-63-C	UL-81-C
UL-7-B	UL-27-C	UL-46-A	UL-64-A	UL-82-A
UL-7-C	UL-28-A	UL-46-B	UL-64-B	UL-82-B
UL-8-A	UL-28-B	UL-46-C	UL-64-C	UL-82-C
UL-8-B	UL-28-C	UL-47-A	UL-65-A-B	UL-83-A
UL-9	UL-29-A	UL-47-B	UL-65-B-A	UL-83-B
UL-10	UL-29-B	UL-47-C	UL-65-C	UL-83-C
UL-10-1	UL-29-C	UL-48-A	UL-66-A	UL-84-A
UL-Park	UL-30-A	UL-48-B	UL-66-B	UL-84-B
UL-11-A	UL-30-B	UL-48-C	UL-66-C	UL-84-C
UL-11-B	UL-30-C	UL-49-A	UL-67-A	UL-85A-LLA
UL-11-C	UL-31-A	UL-49-B	UL-67-B-1	UL-85B-LLA
UL-12-A	UL-31-B	UL-49-C	UL-67-B	UL-86-A
UL-12-B	UL-31-C	UL-49-D	UL-67-C	UL-86-B
UL-12-C	UL-32	UL-50-A	UL-68-A-AM	UL-86-C
UL-13-A	UL-33D	UL-50-B	UL-68-B	UL-87-A
UL-13-B	UL-33E	UL-50-C	UL-68-C-AM	UL-87-B
UL-13-C	UL-34-A	UL-51-A	UL-69-A	UL-87-C
UL-14-A	UL-34-B	UL-51-B	UL-69-B	UL-88D
UL-14-B	UL-34-C	UL-51-C	UL-69-C	UL-89-A
UL-14-C	UL-35-A	UL-52-A	UL-69-D	UL-89-B
UL-15A-AM	UL-35-B	UL-52-B	UL-70-A	UL-89-C
UL-15-B	UL-35-C	UL-52-C	UL-70-B	UL-90-A

UL-15-C	UL-36-A	UL-53-A	UL-70-C	UL-90-B
UL-16-A&B	UL-36-B	UL-53-B	UL-71-A	UL-90-C
UL-16-C	UL-36-C	UL-53-C	UL-71-B	UL-91-A
UL-17-A	UL-37-A	UL-54-A	UL-71-C	UL-91-B
UL-17-B	UL-37-B	UL-54-B	UL-72-A	UL-91-C
UL-17-C	UL-38-A	UL-54-C	UL-72-B	UL-92-A
UL-18-A	UL-38-B	UL-55	UL-72-C	UL-92-B
UL-18-B	UL-38-C	UL-56-A	UL-73-A	UL-92-C
UL-18-C	UL-39-A	UL-56-B	UL-73-B	UL-93-A
UL-19-A	UL-39-B	UL-56-C	UL-73-C	UL-93-B
UL-19-B	UL-39-C	UL-57-A	UL-74	UL-93-C
UL-19-C	UL-40-A	UL-57-B	UL-74-B	UL-94-A
UL-20A-AM	UL-40-B	UL-57-C	UL-74-C	UL-94-B
UL-20B-AM	UL-40-C	UL-58-A	UL-75	UL-94-C

Also including Parcel No. SS-2040-A-4

Commencing 1,327.52 feet North of the Southeast corner of Section 3, Township 2 North, Range 10 East, Salt Lake Base and Meridian; thence West 900 feet; thence North 331.88 feet; thence East 900 feet; thence South 331.88 feet to the place of beginning.

Containing 6.83 acres