

UNDERGROUND RIGHT-OF-WAY EASEMENT  
(Private Property)

R/W NUMBER \_\_\_\_\_

WITNESSED 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 restore such underground communication line facilities as said grantee may from time to time require, including, without limitation, of: (1) underground cables, underground wires, conduits, manholes, ducts, and splicing boxes; (2) testing terminals located on the surface or underground; and (3) other apparatus upon, over, under and across the following-described strip of land which the undersigned owner(s) or in which the undersigned have (has) any interest, to wit:

The east 1/2 rods of the N 1/4 Section 6, T 12S, R 12W, Salt Lake Basin 4  
Meridian. The east 1/2 rods of the N 1/4 Southeast Section 5, T 12S, R 12W,  
Salt Lake Basin 4 Meridian.

City No. 138209 Fee \$ 2.50  
Recorded at Request of  
Mountain State Tel. Co.  
Date August 14, 1969 at 10:00 AM  
By J. R. [Signature]  
Washington County Recorder

situate in County of Washington County State of Utah

TO HAVE WITH the following rights: (a) to 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, rocks, brush and other obstructions from the surface and subsurface of said strip, without grantor being obligated to do so; (d) to permit other corporations to use trenches jointly with the said Company; (e) to open and to close any fences crossing said strip or, when agreed to by grantor(s), to install gates and other in such fences.

BY HEREBY SIGNED and done in presence of J. R. [Signature], J. R. [Signature], heirs, executors, administrators, successors and assigns, while exercising the right to use said strip of land for all purposes not inconsistent with the rights herein granted to said Company, hereby covenants that no structure 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 communication facilities installed pursuant to this grant, or interfere with the maintenance, repair, and replacement of said facilities.

GRANTOR agrees that the said communication 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 14th day of January, A.D. 1969.  
(Grantor) [Signature] (Gru)  
(Witness) [Signature] (Wu)  
(Witness) [Signature] (Wu)  
(Witness) [Signature] (Wu)  
(Witness) [Signature] (Wu)

NOTARY PUBLIC (When this document is prepared, insert below the notary public acknowledgment here as required by statute of the state in which the said property is located.) (See Appendix L, Sec. 1 of M. 111)

STATE OF UTAH  
County of Salt Lake

On this 14th day of January, A.D. 1969, personally appeared before me [Signature] Notary Public

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

WITNESS my hand and official seal this 14th day of January, 1969.  
My commission expires March 30, 1972  
[Signature] Notary Public