

Entry No. **234334**
 REQUEST OF Kamas - Woodland Telephone Co.
 FEE \$2.00 By Susan Barber
 RECORDED 5-21-85 at 3:20 M
 ALAN SPRIGGS, SUMMIT CO. RECORDER

*Recd
4/10/84
[Signature]*

GRANT OF EASEMENT

Date: March 21, 1984

WHEREAS ASPEN ACRES ASSOCIATION, INC. (A NON PROFIT CORPORATION)
 GRANTOR(S) owning certain Rights-Of-Way situated in the County of
SUMMIT State of Utah, all as described in and shown
 on Map or Plat titled ASPEN ACRES #1 & 2 SUBDIVISION
 not including any rights-of-way over any private property not
 already granted to OTHERS for
 roads and utilities, and recorded in map book no. _____ at page
 _____, records of said County, desire(s) to make provision for
 telephone service by the GRANTEE in said subdivision.

NOW, THEREFORE, the GRANTOR(S) for good and valuable consideration do(es) hereby grant to KAMAS-WOODLAND TELEPHONE COMPANY, a Utah Corporation, GRANTEE, its successors, and agents, a right-of-way easement (subject and subordinate to existing use of the same right-of-way for water and power lines and roadways) for the construction, maintenance, operation, repair inspection, replacement, and removal of underground telephone lines, together with wires, fixtures, and other communication purposes such as burglar and fire alarm only, beneath roadways, and to be installed on edge of road as designated by the GRANTOR, together with the right to enter upon and travel only when roads are approved for travel by the GRANTOR, including transport of materials, over and across the above described roadways (bridge and gate) for any and all uses and purposes in the exercise of the right-of-way and easement rights herein granted; provided that such rights shall be reasonably exercised and that the GRANTEE shall be liable for any damage negligently done by it or them to said lands. This Easement is subject to Exhibit "B" attached hereto and made a part hereof.

By acceptance of the Right-Of-Way Easement Grant, GRANTEE agrees to indemnify and save harmless the GRANTOR from any and all loss, damage, expense, claims or demands resulting from the existence, placement and use of telephone equipment within the above described right-of-way easement provided, however GRANTEE shall not by this provision be bound to indemnify or save harmless GRANTOR from and against the deliberate and negligent acts of the GRANTOR, his employees or agents.

This easement shall be void, unless supported by an excavation permit from GRANTOR.

BOOK **342** PAGE **259** - 63

Any attempt by GRANTEE to sublet this agreement or any right therein, will render this agreement null and void. GRANTEE agrees to give GRANTOR two weeks notice before starting installation. Also GRANTORS agree to give GRANTEE 24 hours notice before digging in area of telephone cable, except in an emergency, GRANTEE will furnish GRANTOR an as built drawing showing cable placement for this purpose. In the event the installation authorized hereby is completed within twelve months from date, Grantor may cancel this agreement by giving Grantee six months written notice of intent to cancel.

WITNESS:

SIGNATURE OF GRANTOR (S):

Milt Salter
[Signature]
[Signature]
Barley Duke
Joseph R. Orsby
Wesley Trust
[Signature]

[Signature]
Milt Salter
Barley Duke
[Signature]
Wesley Trust
Joseph R. Orsby
[Signature]

UP.

Wesley Guest
Wesley Guest

Paul Carpenter
Paul Carpenter

Mei Larsen
Mei Larsen

Parley Pike
Parley Pike

Ronald Boyack
Glen Penrose RONALD BOYACK

ACCEPTED AND AGREED TO:

KAMAS-WOODLAND TELEPHONE COMPANY

BY R. Orval Prince

TITLE: General Mgr.

DATE: 4-9-1984

THIS AGREEMENT NULL & VOID UNLESS ACCEPTED BY GRANTEE AND RETURNED
TO GRANTOR ON OR BEFORE APRIL 15, 1984.

State of Utah)
County of Salt Lake)

On this 30 day of Apr 1984, before me, the undersigned
Notary Public in and for said County and State, personally appeared Wesley
Guest, known to me to be the Secretary-Treasurer of Aspen Acres Association,
Inc. the corporation executing the within instrument as Grantor and ack-
nowledged to me that such corporation did so execute the same under the
signatures of duly elected Directors of said Corporation affixed thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year in this certificate first above written.

Lucy B. Clifton
Notary Public, residing at
825 E 37th Court

My Commission Expires:
6-18-86

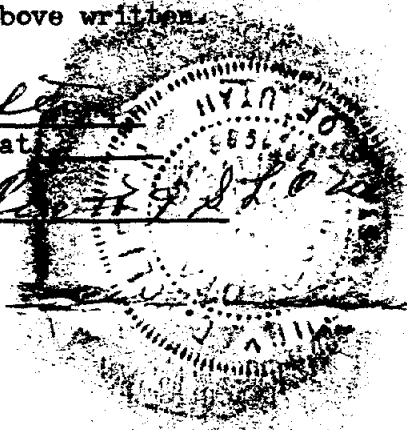


EXHIBIT "B" TO GRANT OF EASEMENT - ASPEN ACRES

EXCAVATIONS

PERMIT REQUIRED. It shall be unlawful for any person to tunnel under or to make any excavation in any street, alley or other private place (which shall include all area between property line on one side of the road or alley and the property line on the opposite side) in Aspen Acres without complying with the provisions of this chapter and obtaining a permit therefor and paying the fee as herein required. An emergency excavation may be made without prior permit if the reason for the excavation is to prevent loss of life or damage to property that appears to be imminent if the excavation is delayed by waiting to contact Aspen Acres Association. In such emergency situations, the excavating parties MUST contact the Association Secretary on the first working day following the excavation and complete and secure a formal permit. None of the provisions of these specifications are waived for emergency situations except for prior permit requirement.

APPLICATIONS. Applications for such permits shall be made to the secretary and shall describe the location of the intended excavation or tunnel, the size thereof, the purpose therefor, the person, firm or corporation doing the actual excavating work and the name of the person, firm, or corporation for who or by which the work is being done, and shall contain an agreement that the applicant, its agents or sub contractors, will comply with all ground rules and laws of Aspen Acres Association relating to the work to be done.

FEES.

BOOK 342 PAGE 261

1. One time excavation fees \$100.00
(No other fees)
2. All utilities being removed, relocated and/or reelevated at the request of Aspen Acres Association will be handled on a no charge permit basis. This shall include manholes and valves within any portion of the right-of-way.

APPLICATION REQUIREMENTS. Utilities or contractors shall comply with all requirements of this chapter pertaining to the restoration of a cut surface to its original condition and shall indemnify Aspen Acres Association for any loss, liability, or other damage resulting from the making of any excavation, and shall also pay all fees required by fee schedule.

MANNER OF EXCAVATING. It shall be unlawful to make any excavation or tunnel in any way contrary to or at variance with the terms of the permit therefor. Proper bracing shall be maintained to prevent the collapse of adjoining ground. No portion of an excavation below the surface shall extend beyond the opening at the surface.

No injury shall be done to any pipes, cables or conduits in the making of such excavations or tunnels. Notice shall be given to the persons maintaining any such pipes, cables, or conduits that are or may be endangered or affected by the making of any excavation or tunnel before such pipes, cables, or conduits shall be disturbed, and to Aspen Acres Association.

No unnecessary damage or injury shall be done to any tree or shrub or the roots thereof.

BACKFILL. Material for backfill on road areas shall be of a select nature. All large broken concrete, rocks, decomposed vegetable matter, and similar materials obtained from the excavation shall be removed from the site prior to the beginning of backfilling. All backfill shall be placed in layers or lifts consistent with the nature of the soil involved. Compaction shall be obtained by mechanical rollers, tampers, or other improved

means. Material used for backfilling shall be properly moistened or watered to the correct moisture content to insure proper compaction. Jetting, internal vibrating methods of compacting sand fill, or similar methods of compacting sand or similar granular-free draining materials will be permitted. No frozen material shall be used for backfill on road surfaces. The intent of this provision is to insure that the density dry of the backfill on roads or other structures shall be not less than that of the surrounding unmolested soil.

RESTORING SURFACE. Any person making any excavation or tunnel in or under any road, alley, or other private place in Aspen Acres shall, at his own expense, restore the surface to its same type and depth, including the gravel base material. Refills shall be properly tamped down, and any bracing in such tunnel or excavation shall be left in the ground. All restoration shall conform to the standards and regulations promulgated by the Aspen Acres Association, and all restorations shall be accomplished within seventy-two hours from the time of the excavation, unless additional time is granted in writing by the secretary of Aspen Acres Association.

Any member of The Board of Directors has authority to suspend operations under excavation permits where, in his judgment, climatic changes would prevent proper restoration of road surfaces.

SUPERVISION. A Designated member of The Board of Directors shall from time to time inspect or cause to be inspected all excavations and tunnels being made in or on any road, alley, or other private place in Aspen Acres, to insure the enforcement of the provisions of this title.

FAILURE TO COMPLY. If the person doing the actual excavating work or the person for whom the work is being done shall fail to restore the surface to its original condition in accordance with the standards herein required within forty-eight hours after the receipt of written notice from the secretary of Aspen Acres Association The Board of Directors may authorize and employ the necessary assistance to restore the surface to its original condition. Aspen Acres Association Secretary shall prepare an itemized statement of all expenses incurred in such restoration and shall mail a copy thereof to the GRANTEE demanding payments within twenty days of the date of mailing. The notice shall be deemed delivered when mailed by registered mail, addressed to the last known address of the GRANTEE.

COLLECTION BY LAWSUIT. In the event collection of Aspen Acres Association expenses must be made in court, Aspen Acres Association shall sue and receive judgment for all expenses incurred in the restoration of the property together with reasonable attorney's fees, interest, and court costs. Aspen Acres Association shall execute upon such judgment in the manner provided by law.

RIGHT-OF-WAY STRUCTURES PROHIBITED. No right-of-way of any road shall be dug up or excavated and no approach, road, driveway, pole, pipeline, conduit, sewer, ditch, culvert, billboard, advertising sign or other structure or object of any kind or character shall be placed, constructed, or maintained within any such right-of-way except as permitted by and in accordance with the regulations of Aspen Acres Association Board of Directors.

Any person who violates the provision of this Section is guilty of a misdemeanor.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF ASPEN ACRES ASSOCIATION, STATE OF UTAH, ON THIS 21ST DAY OF March, 1984.


Milt Halton


Joseph R. Olesky

PART OF EXHIBIT "B"

EXCAVATION PERMIT APPLICATION AND AGREEMENT

NAME OF APPLICANT KAMAS-WOODLAND TELEPHONE CO.

ADDRESS P.O. BOX 588 KAMAS, UT. 84036

TELEPHONE NUMBER 801-783-4361

DATE APRIL 5, 1984

LOCATION OF EXCAVATION Along the roadways in ASPEN ACRES sub.

PURPOSE OF EXCAVATION To install telephone cable

DIMENSIONS OF EXCAVATION (LENGTH, WIDTH, DEPTH)

Length; In accordance with plan Width; Cable will be plowed in
therefore approx. 6 inches Depth; A minimum of 24 inches

TO WHAT EXTENT WILL THE EXCAVATION INTERFERE WITH THE NORMAL FLOW OF TRAFFIC ON THIS ROAD OR ANY PRIVATE WAY? There will be as little as possible, with the equipment and work being along side of the road

WHAT STEPS WILL BE TAKEN TO MAINTAIN TRAFFIC SAFETY: Caution signs and workers will warn the traffic

ALL SIGNING SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)

ON THE REVERSE SIDE OF THIS FORM OR ON AN ATTACHED SHEET, FURNISH A PLAT, MAP OR SKETCH SHOWING THE LOCATION OF THE EXCAVATION AND ITS LENGTH AND WIDTH.

APPLICANT IS REQUIRED TO CONSULT UTILITY COMPANIES OPERATING IN THIS AREA BEFORE MAKING ANY EXCAVATION. IN GRANTING A PERMIT, ASPEN ACRES ASSOCIATION MAKES NO REPRESENTATION AS TO THE LOCATION OF UTILITY FACILITIES IN THE EXCAVATION AREA OR THE EFFECT OF THE PERMITTED EXCAVATION ON SAID UTILITIES.

IN CONSIDERATION FOR THE GRANTING OF AN EXCAVATION PERMIT BY ASPEN ACRES ASSOCIATION THE ABOVE-NAMED APPLICANT HEREBY PROMISES (1) TO PERFORM THE EXCAVATION APPLIED FOR IN A WORKMAN LIKE MANNER AND IN CONFORMITY WITH THE GROUND RULES OF ASPEN ACRES ASSOCIATION, AND (2) TO SAVE ASPEN ACRES ASSOCIATION, ITS OFFICERS, MEMBERS OR AGENTS HARMLESS FROM ANY AND ALL COSTS, DAMAGES, AND LIABILITIES WHICH MAY ACCRUE OR BE CLAIMED TO ACCRUE BY REASON OF ANY WORK PERFORMED UNDER A PERMIT ISSUED PURSUANT TO THIS APPLICATION.

Alvin G. ...
APPLICANT SIGNATURE

PERMISSION IS HEREBY GRANTED FOR THE ABOVE-NAMED APPLICANT TO EXCAVATE AS DESCRIBED IN THE ABOVE APPLICATION.

ASPEN ACRES ASSOCIATION

BY _____
TITLE _____ 300* **342** PAGE **263**

PERMIT NUMBER _____