

Sent  
2-5-09

**COUNTY**

When Recorded Mail To:  
South Central Utah Telephone  
P.O. Box 10  
Tropic, Utah 84776

Ent 239043 Bk 432 Pg 80  
Date: 12-FEB-2009 10:06AM  
Fee: \$12.00 Cash  
Filed By: CP  
BRUCE BROWN, Recorder  
BEAVER COUNTY CORPORATION  
For: SOUTH CENTRAL TELEPHONE

**SPACE ABOVE THIS LINE FOR RECORDER'S USE**

## GRANT OF EASEMENT

We the undersigned, (whether one or more) Beaver City Corp. of Beaver County, State of Utah, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant unto "South Central Utah Telephone Association, Inc. (The "Company"), and to its successors and assigns, the right to enter upon the real property of the undersigned and to operate vehicles and equipment thereon, which real property is situated in the County of Beaver State of Utah, and is more particularly described as follows:

Part of the NE1/4NW1/4 of Section 4, T30S, R7W, Salt Lake Base & Meridian, lying West of Interstate 15 (I-15) and containing 26.5 acres

An easement 10 feet in width for ingress and egress to bury a fiber optic telephone line system along the Easterly property line of the above described property, said line to be buried within 5 feet of the Easterly Property line.

and, from time to time, to construct, reconstruct, excavate, install, inspect, repair, replace, further extend, operate and maintain on, above or under the above-described real property and/or in, upon or under all streets, roads or highways abutting said real property, a telephone line system, including, but not limited to, wires, placed four (4) feet below ground installation, and other facilities and appurtenances thereto, to cut, trim, or otherwise control the growth of trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The undersigned agree that all wires, installations of other facilities and appurtenances, including all telephone equipment, installed on the said real property at Company's expense, shall remain the property of the Company, removable at the option of the Company. Such rights shall be reasonably exercised, and the Company shall be liable for any damage negligently done by it to the above-described real property.

The undersigned agree that non-use of the rights granted hereunder for any period of time shall not constitute abandonment of such rights, or any of them.

The Grantors reserve the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

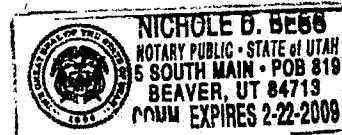
**GRANTOR (S) :**

Frank P. Foster

Anona D. Yardley  
Recorder

2-5-09

## State of Utah



On this 5<sup>th</sup> day of January, 2009, before  
me the undersigned Notary Public in and for the State of Utah,  
personally appeared Leonard P. Foster and Anona S. Wardley,  
the signer(s) of the above instrument and duly acknowledged to me  
that he (she) (they) executed the same.

Nichol A. Bess  
Notary Public

