

RETURN RECORDED DOCUMENTS TO:  
Williams Communications, Inc.  
295 Chipeta Way  
Mail drop 1B1  
Salt Lake City, UT 84108

### RIGHT OF WAY AND EASEMENT AGREEMENT

THIS RIGHT OF WAY AND EASEMENT AGREEMENT ("Agreement") is made this 19<sup>TH</sup> day of MARCH, 1999 between Darwin Robinson and Wendy B. Robinson, Husband and Wife, whose mailing address is 480 Border Station Road, Coalville, Utah 84017, ("Grantor") and Williams Communications, Inc., a Delaware corporation as a specialized communications common carrier and telephone public utility, whose mailing address is P.O. Box 22067, Tulsa, Oklahoma 74121, its successors and assigns, ("Grantee").

#### WITNESSETH

For and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby grants, sell and conveys unto Grantee, its successors and assigns, the perpetual easement and right of way (hereinafter, together with the rights and privileges herein granted, the "Easement"), together with all improvements located thereon, with a width and centerline as indicated below, to survey, construct, install, test, maintain, inspect, operate, protect, repair, upgrade, replace, abandon and remove underground communication system(s) together with necessary underground conduits, cables, wires, underground splicing boxes, and any other appurtenances thereto, at any time or times for the transmission of data or communications (including, without limitation, pipeline data) for and by others upon and along a route or routes on, in, over, under, through, and across the following described land (the "Property") located in the county of Summit, State of Utah, to wit:

BEGINNING at a point on the section line which is South 3.4 chains from the Northeast corner of Section 16, Township 2 North, of Range 5 East, of the Salt Lake Base and Meridian, and running South on the section line 15.6 chains, more or less, to the Southeast corner of the Northeast quarter of the Northeast quarter of the above Section 16: thence West 7.3 chains; thence North 16.0 chains; thence North 80°11'; East 2.40 chains; thence North 60°51' East 6.01 chains to the point of BEGINNING and containing 11.48 acres, more or less;

BEGINNING at the Northeast corner of Section 16, Township 2 North, Range 5 East, Salt Lake Base and Meridian. Thence South 89°49' West 481.8 feet; thence South 0°31' East 297.0 feet to a true point of beginning. Thence South 81°11' West 208.4 feet, thence South 270.0 feet, thence North 81°11' East 210.4 feet, thence North 0°31' West 270.0 feet to the true point of BEGINNING. Containing 1.29 acres

The Right of Way herein conveyed is more particularly described as being within that certain fifty (50) foot wide right of way conveyed to Kern River Gas Transmission Company by Instrument dated July 26, 1990 and recorded in Book 572, Page 483 of the records of Summit County, Utah.

together with the right of ingress and egress to, from and along the Easement and the right to use gates and existing roads for the aforesaid purposes (Grantee shall and does hereby agree to restore any damage to such land, gates, or roads caused by its use thereof) and together with a temporary easement to provide work space along and adjacent to the Easement as may be deemed necessary by Grantee.

UT-SU-028

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ALAN SPRIGGS, SUMMIT CO RECORDER  
1999 MAY 20 14:36 PM FEE \$16.00 BY DMG  
REQUEST: WILLIAMS COMMUNICATION INC

The communications system(s) shall be installed across the Property within, and the temporary work space easement shall be limited to, the area of the Property on either side of an existing pipeline, as such pipeline is located as of the date of this instrument.

Williams Communications, Inc. hereby agrees to hold harmless and indemnify Grantor agents and employees against any loss, cost, damage, expense and any and all liability for property, personal injury or both, incident to or resulting from the actions or omissions of Williams Communications, Inc., its agents, affiliates, employees, contractors or subcontractors, arising out of or incident to the terms of this Agreement, unless caused by the sole, joint, or concurrent negligence or willful misconduct of Grantor agents and employees.

After installation of the initial communications system consisting of three conduits and cables. Grantee shall have the right to install additional communications systems or conduit in the easement only upon negotiation for each additional installation.

Grantee shall restore the surface of the Easement and temporary easement as nearly as reasonably practical to its original condition, grade and level after performing any construction or other work that disturbs the surface. Grantee shall cause reasonable payment to be made for actual damages to crops, timber, and improvements of Grantor directly resulting from the exercise, now or in the future, of the rights herein granted.

Grantee shall place no above ground structures or improvements (except for markers at property lines, fence lines, road and stream crossings) upon the Easement.

Grantee agrees to comply with all State and Federal laws relating to the exercise of rights herein granted. Grantee agrees to indemnify and hold Grantor harmless from and against all third party claims which may result from the construction, operation and maintenance by Grantee, its agents or subcontractors, of said Easement facilities, including, but not limited to, injuries to or deaths of persons or animals, court costs and reasonable attorneys' fees.

Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful to the full and complete enjoyment and use of the Easement and the temporary work space easement for the purposes stated herein.

No rights reserved to Grantor herein shall be deemed to expand rights reserved to Grantor under any other easement. No limitation herein on the rights of Grantee shall be deemed to limit rights heretofore granted by Grantor or its predecessors in interest under any other easement.

The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representative, and heirs.

This instrument fully sets forth the terms and conditions of the Agreement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this Agreement.

Grantor covenants that Grantor has the right to convey the Easement, including the rights and privileges set forth herein; and that Grantor shall execute such further assurances thereof as may be required.

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Grantor represents and warrants that its representative signing below is duly authorized to execute this instrument on behalf of the Grantor.

TO HAVE AND TO HOLD the Easement, temporary work space easement, rights and privileges unto Grantee, its successors and assigns forever, and Grantor hereby binds Grantor, Grantor's heirs, executors, administrators, successors, and assigns, to warrant and forever defend all and singular the Easement, temporary work space easement, and the property, rights, privileges, and interests above-described, unto Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be signed hereto the day and year above written.

WITNESSES:

GRANTOR(S):

*Norma V. Winters*

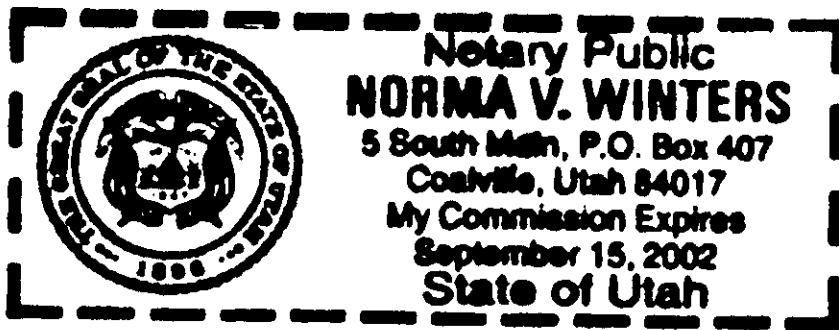
*Darwin Robinson*  
Darwin Robinson

529-82-7725  
Taxpayer Identification Number

*Norma V. Winters*

*Wendy Robinson*  
Wendy Robinson

529-88-7760  
Taxpayer Identification Number



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INDIVIDUAL ACKNOWLEDGMENT(S)

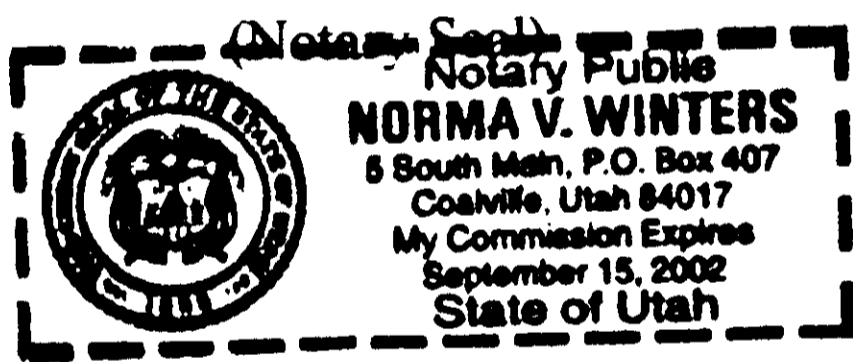
STATE OF Utah )  
COUNTY OF Summit )§

The foregoing was acknowledged before me by Darwin Robinson this 19<sup>th</sup> day of March, 1999. Darwin Robinson acknowledges that (s)he has read the foregoing and understands the contents thereof and that (s)he executed the same freely and voluntarily.

Given under my hand and notarial seal this 19<sup>th</sup> day of March, 1999.

Norma V. Winters  
Notary Public

My commission expires on: 9-15-2002



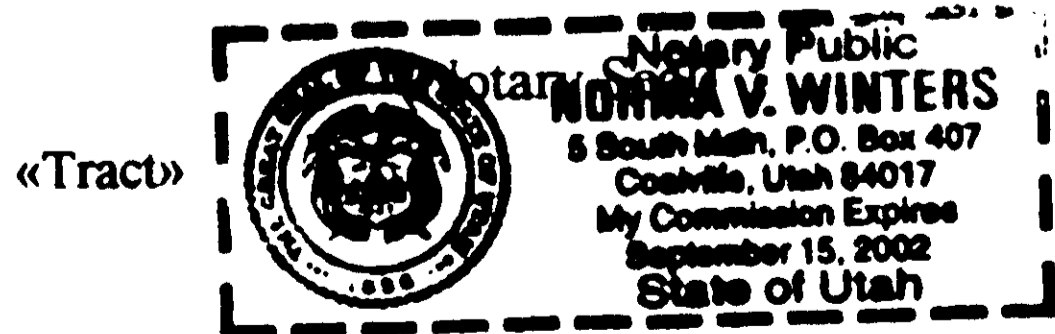
STATE OF Utah )  
COUNTY OF Summit )§

The foregoing was acknowledged before me by Wendy Robinson this 19<sup>th</sup> day of March, 1999. Wendy Robinson acknowledges that (s)he has read the foregoing and understands the contents thereof and that (s)he executed the same freely and voluntarily.

Given under my hand and notarial seal this 19<sup>th</sup> day of March, 1999.

Norma V. Winters  
Notary Public

My commission expires on: Sept 15, 2002



00539551 Bk01259 Pg00561