

Ent 403426 Page 1 of 2
Date 15 OCT 2012 2:21 53PM
Fee \$12 00 Charge
Filed By JD
DIXIE SWASEY, Recorder
EMERY COUNTY CORPORATION
For EMERY TELCOM

Ent 816824 Bk 780 Pg 153
Date 19-OCT-2012 11:14 18AM
Fee \$12 00 Cash
Filed By VB
VIKki BARNETT, Recorder
CARBON COUNTY CORPORATION
For EMERY TELCOM

UTILITY EASEMENT/RIGHT-OF-WAY

The Undersigned **Richard G Gatherum** (Grantor) for Good & Valuable Consideration and for the provision of Basic Internet (what Grantee offers in its standard package which is currently 10MB) and Basic Local Telephone Service at no charge to one location (where it is initially set up) at Grantor's property in Spring Canyon the receipt of which is hereby acknowledged hereby grant(s) unto **Carbon/Emery Telcom** (Grantee) whose principal place of business and post office address is 445 E Highway 29 P O Box 629 Orangeville Utah 84537 and to its successors or assigns an easement/right of way to use the land of the Grantor situated in **Carbon County State of Utah** and more particularly described as follows

Legal Description


A 10 foot wide utility easement to place communications lines along existing county road, private road right of way and existing power lines, 5 feet on either side of the following described centerline,
Beginning at a point 1338 feet south and 1245 feet east, more or less, from the northwest corner of Section 7, T13S, R9E, SL B&M thence N 76 52'W 122' feet, thence N 67 30 W 265 feet, thence N 68 01 W 104 feet, thence N 84 49'W 171 feet, thence N 27 45'W 65 feet, thence N 05 14 E 80 feet, thence N 02 34 W 140 feet, thence N 17 37'W 197 feet, thence N 22 23 W 180 feet, thence N 33 23 E 63 feet, more or less, to an existing power pole, thence N 49 12 W 1007 feet, thence N 08 39'E 110 feet, thence N 50 32'W 269 feet, thence N 46 06 W 1096 feet, thence N 14 27'W 134 feet, thence N 41 06 W 338 feet, thence N 29 37'W 748 feet, thence N 03 12'W 896 feet, thence N 29 48 W 2557 feet, thence N 52 48 W 2557 feet, thence N 52 23 E 63 feet, and being in the SE ¼ of the NW ¼ of said Section 7 the NE ¼ of the NE ¼ of Section 12, T13S, R8E, SL B&M and the SE ¼ and the NW ¼ of Section 1, T12S, R8E, SL B&M
Also beginning at a point 682 feet north, more or less, of the SE corner of Section 35, T12S, R8E, SL B&M, thence N 22 32'W 124 feet, thence N 53 44'W 1170 feet, thence N 20 25'W 2668 feet, and being in the SE ¼ and the SW ¼ of the NE ¼ of said section 35

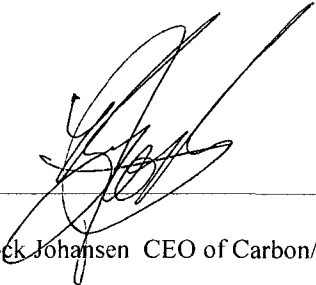
Assessor Parcel No 2A 0310 0000 & 2A 0807 0000

This easement/right of way includes the right of Grantee to enter upon and use the land of the Grantor to install construct reconstruct maintain operate repair remove replace maintain or relocate on or under the above described lands and/or in upon or under all streets roads or highways abutting said lands telephone lines or systems (including any system related to telecommunications) and to cut and trim trees and shrubbery or take other actions to prevent interference with said lines or systems In addition the Grantor hereby grants to Grantee the right to ingress and egress to the above mentioned lands for Grantee's employees contractors and agents to take any action mentioned above and the right to place pedestals and/or other structures to attach protect or house such telephone lines or systems on the property The Grantor agree(s) that all poles wires and other facilities including all telephone equipment installed on the above described premises at the Grantee's expense shall remain the property of the Grantee removable at the option of the Grantee

The Grantee covenant(s) to be the owner(s) of the above described land and further agrees that this easement/right of way shall by perpetual but shall not be assigned without the consent of the Grantor unless it is to an affiliated company that is under common ownership with the Grantee Further this easement shall not expire because Grantor does not or cannot take the Internet or Telephone service described above Grantor's sole recourse for failure of Grantee to provide Internet and Telephone service as described herein shall be an action for such damages in court and Grantor shall be entitled to the attorney's fees necessary to enforce such provision but the easement will remain in effect Further Grantee shall not be required to provide service if the services described above become obsolete or if Grantee does not have authority Grantor shall be able to assign his right to the Internet and Telephone Services to a new owner of the Property where the services are initially set up

WITNESS THE HAND of said Grantor this 15 day of OCT, 2012





Brock Johansen CEO of Carbon/Emery Telcom Inc

STATE OF UTAH)
COUNTY OF Emery)
SS

On the 15th day of October, 2012, personally appeared before me a Notary Public in and for the State of Utah the above mentioned Grantor(s) Richard Bakorum the signer(s) of the above instrument who duly acknowledged to me that they executed the same


NOTARY PUBLIC

Residing In Orangville, UT

My Commission Expires 06-07-2013

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