

327152

UNDERGROUND RIGHT-OF-WAY BASEMENT

(Private Property)

R/W NUMBER Rw 36221

200  
Davis County  
352  
425  
Mountain States Telephone & Telegraph Co  
11  
Hessell Jordan

RECEIVED of grantee, The Mountain States Telephone and Telegraph Company, 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, lessors, and agents, a right of way, easement, and the right to construct, operate, maintain, replace, reconstruct, enlarge, improve, repair, and remove such underground communication line facilities as said grantee may from time to time require, consisting, without limitation, of: (1) underground cables, underground wires, conduits, manholes, drains, and splicing boxes; (2) testing-terminals, located on the surface or underground; and (3) other appurtenances, upon, over, under and across the following-described strip of land which the undersigned own(s) or in which the undersigned have (has) any interest, to wit:

A (24) twenty-four foot easement being 12 feet either side of the following described center line:

Commencing 820 feet south of the northeast corner of Section 1, Township 3 North, Range 1 West; running thence south 37° 15' west 2910 feet more or less; thence south 39° 40' east 1500 feet more or less.

situate in County of DAVIS, State of UTAH

TOGETHER with the following rights: (a) of 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, roots, brush and other obstructions from the surface and subsurface of said strip without grantee being obligated to do so; (d) to permit other corporations to use trenches jointly with the said Company; (e) to open and re-close any fences crossing said strip or which are agreed to by grantor(s); to install gates and stiles in such fences

UNDERSIGNED landowner(s) for HESS sell (or HESS their executors, administrators, successors and assigns, while reserving the right to use said strip for all purposes not inconsistent with the rights herein granted to said Company, hereby covenant(s) that no structures 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 communications facilities installed pursuant to this grant or interfere with the maintenance, repair, and replacement of said facilities

GRANTEE 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 \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_  
(Signatures)  
(Seal) (Seal) (Seal) (Seal)  
(Landowner) (Landowner) (Landowner) (Landowner)  
(Seal) (Seal) (Seal) (Seal)  
(Landowner) (Landowner) (Landowner) (Landowner)  
(Seal) (Seal) (Seal) (Seal)  
(Landowner) (Landowner) (Landowner) (Landowner)

NOTARY'S ACKNOWLEDGMENT: (When this document is prepared, insert below the private party acknowledgment form as required by statute of the State in which the said property is located.) (See Appendix 1, Sheet 6 of F.M. 173.)

STATE OF UTAH  
County of Salt Lake } ss.

On the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_, personally appeared \_\_\_\_\_  
before me \_\_\_\_\_, a Notary Public in and for the State of Utah,  
the (signer) (signers) of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_  
My commission expires \_\_\_\_\_

Notary Public