

RETURNED
DEC 29 1998

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JAMES ASHAUER, DAVIS CNTY RECORDER
1998 DEC 29 9:37 AM FEE 12.00 DEP REC
REC'D FOR US WEST

RECORDING INFORMATION ABOVE

NV/ 29 2N1E

04-004-0005

R/W # 983270117

EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of FIVE HUNDRED dollars (\$500.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to U S WEST Communications, Inc., a Colorado corporation, hereinafter referred to as "Grantee", whose address is 431 26th Street, Room 209, Ogden, Utah 84401, its successors, assigns, lessees, licensees and agents, a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain and remove such telecommunications facilities and electrical facilities, and appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in the County of Davis, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

An easement 10 feet in width, the south line of which being as follows:

Beginning at a point on the north line of 5th South Street 368.92 feet East of the east line of 4th East Street, said point being East 469.88 feet and South 00°07'00" West 438.86 feet from the relocated monument at the Northwest Corner of Section 29, Township 2 North, Range 1 East, Salt Lake Base and Meridian; thence East along the north line of said 5th South Street 84.50 feet to end,

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above-described property and the right to clear and keep cleared all trees and other obstructions as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee shall indemnify Grantor for all damage caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

Grantor reserves the right to occupy, use, and cultivate said easement for all purposes not inconsistent with the rights herein granted.

Grantor covenants that he/she/they is/are the fee simple owner of said land or in which the Grantor has any interest and will warrant and defend title to the land against all claims.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

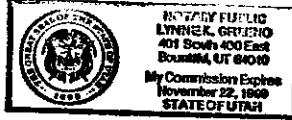
Signed and delivered this 19 day of November, A.D., 1998

Grantor: **SOUTH DAVIS COMMUNITY HOSPITAL, INC.**

By: [Signature]

Title: [Signature]

STATE OF UTAH)
)
COUNTY OF Davis) SS



On the 19 day of November, 1998, personally appeared before me GORDON W. BENNETT, the signer(s) of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same. Witness my hand and official seal this 19 day of November, 1998.

[Signature]
Notary Public

826K301 - BOUNTIFUL - NW1/4 Sec 29, 12N, R1E SLB&M - PARCEL: 04-069-0005

When Recorded Mail To: U S WEST, 431 26th Street room 209, Ogden, Utah 84401