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RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2003 APR 11 12:27 PM FEE 16.00 DEP MT
REC'D FOR METRO NATIONAL TITLE

RECORDING INFORMATION ABOVE

R/W # _____

EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to Qwest Corporation, 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:

As shown on attached Exhibit A and described on attached Exhibit B.

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above-described property 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.

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.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement area.

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.

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Initial

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

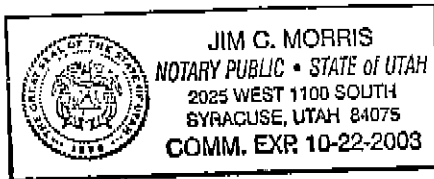
Signed and delivered this 10th day of April, A.D., 2003

Grantor [Signature]

Grantor [Signature]

STATE OF UTAH)
COUNTY OF DAVIS)^{ss}

On the 10th day of April, 2003, personally appeared before me GARY M WRIGHT WAYNE A BELLEAU, 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 10th day of April, 2003.

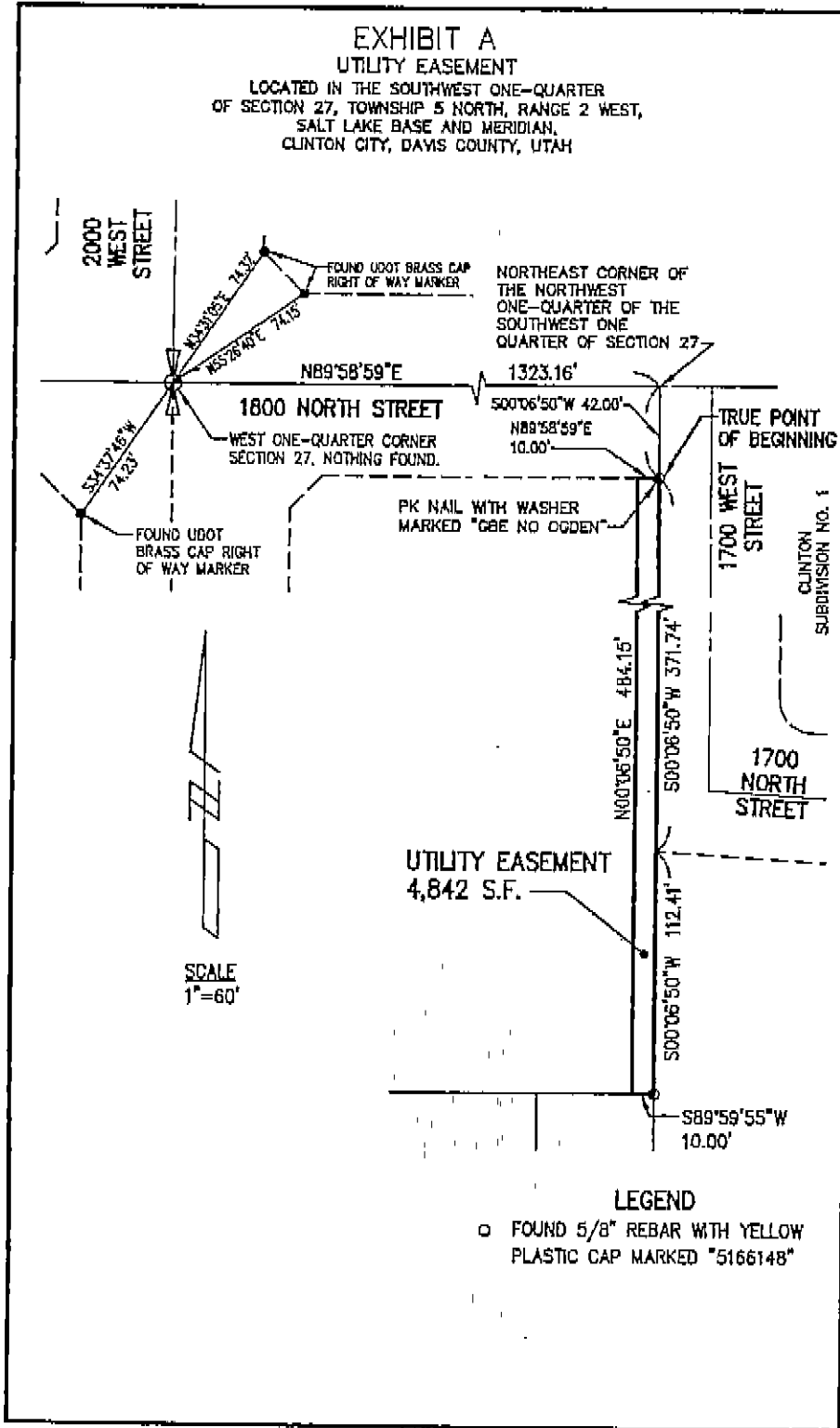


[Signature]
Notary Public

Job No. - Wire Center - NW1/4 Sec 00, T0N, R0W, S1B&M - PARCEL:

When Recorded Mail To: Qwest Corporation, 431 26th Street room 209, Ogden, Utah 84401

EXHIBIT A
UTILITY EASEMENT
 LOCATED IN THE SOUTHWEST ONE-QUARTER
 OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 2 WEST,
 SALT LAKE BASE AND MERIDIAN,
 CLINTON CITY, DAVIS COUNTY, UTAH



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**EXHIBIT B
LEGAL DESCRIPTION FOR
UTILITY EASEMENT**

That portion of the Southwest one-quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Base & Meridian, Clinton City, Davis County, Utah, described as follows:

Commencing at the West one-quarter corner of said Section 27, said corner bears North $34^{\circ}37'46''$ East a distance of 74.23 feet and also bearing South $55^{\circ}26'40''$ West a distance of 74.15 feet and also bearing South $34^{\circ}31'05''$ West a distance of 74.32 feet from 3 separate Utah Department of Transportation Brass Cap monuments, said point being the centerline intersection of 1800 North Street and 2000 West Street; thence North $89^{\circ}58'59''$ East along the North line of said Section 27 and the centerline of said 1800 North Street a distance of 1323.16 feet to the Northeast corner of the Northwest one-quarter of the Southwest one quarter of said Section 27 as shown on Clinton Subdivision No. 1 as recorded in Book 2146 of official records, Page 131, under Entry Number 1331262, records of Davis County Utah;

Thence South $00^{\circ}06'50''$ West along the East line of said Northwest one-quarter of the Southwest one quarter a distance of 42.00 feet to a PK nail with washer marked "GBE NO OGDEN", said point being at the intersection of the South line of the 1800 North Street right-of-way and the West line of the 1700 West Street right-of-way and the **TRUE POINT OF BEGINNING**;

Thence South $00^{\circ}06'50''$ West along said East line and said West line a distance of 371.74 feet to an intersection with the South line of the 1700 North Street right-of-way;

Thence continuing South $00^{\circ}06'50''$ West along said East line a distance of 112.41 feet to a 5/8 inch rebar with cap marked "5166148"

Thence South $89^{\circ}59'55''$ West a distance of 10.00 feet;

Thence North $00^{\circ}06'50''$ East a distance of 484.15 feet to a point on said South line of the 1800 North Street right of way;

Thence North $89^{\circ}58'59''$ East along said South line of the 1800 North Street right of way a distance of 10.00 feet to the **TRUE POINT OF BEGINNING**;

Containing 4,842 square feet or 0.11 acres.