

E 2274999 B 4293 P 1350-1351  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
05/30/2007 02:32 PM  
FEE \$12.00 Pgs: 2  
DEP RT REC'D FOR QWEST CORPORATION

**RETURNED**

**MAY 3 11 2007**

SE 24 4N-2W  
12-109-0168

RECORDING INFORMATION ABOVE

R/W # 07-118-01UT

**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 26<sup>th</sup> 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 10.00 feet in width, the south line of which is described as follows:**

**Beginning at the East Quarter Corner of Section 24, Township 4 North, Range 2 West, Salt Lake Base and Meridian; thence North 89°49'38" West 33.00 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 as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee acknowledges the above described easement is within an existing easement granted to the power company.

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.

  
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Grantor hereby covenants that no building, structure or obstruction will be constructed, erected, built or permitted on said easement area; provided, however, that nothing contained herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed curb and gutter, sidewalks, pavement, landscaping or similar improvements over and across said easement, so long as said improvements do not damage said facilities.

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.

Signed and delivered this 15 day of May, A.D., 2007

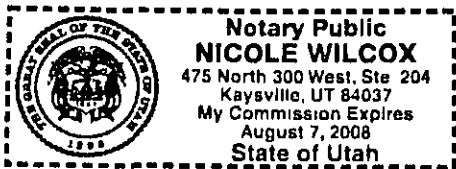
Grantor: ~~THE ADAMS COMPANY~~

By: [Signature]

Title: Vice Pres

STATE OF UTAH )  
 )  
 ) SS  
COUNTY OF Davis )

On the 15<sup>th</sup> day of May, 20 07, personally appeared before me David E. Adams II, the sign~~er~~<sub>s</sub> of the above instrument, who duly acknowledged to me that (he) (~~she~~) (~~they~~) executed the same. Witness my hand and official seal this 15<sup>th</sup> day of May, 20 07.



[Signature]  
Notary Public

7261HXX - KAYSVILLE - SE1/4 Sec 24, T4N, R2W, SLB&M - PARCEL: 12-109-0168

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