

10/2 32- Blk 6 - Irfred Park Amd

EASEMENT

R/W R 083304

The Undersigned Grantor (and each and all of them if more than one) for and in valuable consideration, do hereby grant and convey to U S WEST Communications, Inc., a Colorado corporation, (Grantee) whose address is 250 Bell Plaza, Salt Lake City, Utah 84111, its successors, assigns, lessees, licensees and agents, a perpetual easement to construct, reconstruct, operate, maintain and remove such telecommunications facilities as Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

An easement 6 feet in width being 3 feet on each side of the following centerline:

Commencing North 89°59' East 25.00 feet and North 00°01' West 3.00 feet from the Southwest corner of Lot 32, ^{Block 6} Amended Plat of Irfred Park Subdivision, a part of the Northeast Quarter of Section 1, Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence North 89°59' East 185.70 feet; thence North 00°01' West 91.65 feet; thence South 89°59' West 38 feet to end, pt 01-056-0014

This right is granted on the condition that in the event the telephone facilities located on the above described easement shall interfere with improvement of the property, the Grantee will at its own expense, adjust or relocate, whichever is required, said facilities to a place satisfactory to the Grantor.

situate in County of DAVIS, State of Utah.

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above-described property. Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights and privileges herein granted.

The Grantor reserves the right to occupy, use, and cultivate said Easement for all purposes not inconsistent with, nor interfering with the rights herein granted.

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 1 day of June, A.D., 1995

At SALT LAKE CITY

Grantor: HARWOOD INVESTMENTS L.C.

By: Jay Harwood

Title: Owner

RETURNED JUN 30 1995

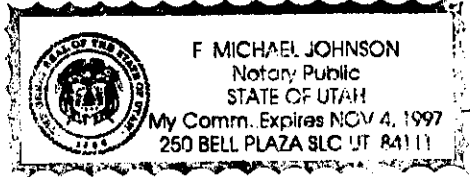
E 1186732 B 1890 P 35 CAROL DEAN PAGE, DAVIS CNTY RECORDER 1995 JUN 30 8:45 AM FEE 10.00 DEF JB REC'D FOR U S WEST COMMUNICATIONS

STATE OF UTAH

COUNTY OF SALT LAKE

On the 1st day of JUNE, 1995, personally appeared before me JAY HARWOOD, the signer of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same.

WITNESS my hand and official seal this 1st day of JUNE, 1995.



F. Michael Johnson
Notary Public

4265445 BOUNTIFUL - NE 1/4 1 T1N R1W SLB&M - PARCEL: 01-056-0014

Mail to: U S WEST Communications, 1425 West 3100 South, W.V.C., Ut. 84119

RIGHT-OF-WAY NO. R N 0 8 3 3 0 4

JOB NO. 8X 4265445

EXCHANGE BOUNTIFUL

7045c

\$ 10⁰⁰

(2)

DAVIS

DO NOT WRITE
ON THIS SIDE

MICHAEL JOHNSON