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JAN - 9 2002

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SHERYL L. WHITE, DAVIS CNTY RECORDER
2002 JAN 9 7:23 AM FEE 12.00 DEP KM
REC'D FOR QWEST CORPORATION

SE - 32 - 5N - 0W

14-048-0044 pt.

RECORDING INFORMATION ABOVE

EASEMENT

R/W# 0130201UT

The Undersigned Grantor (and each and all of them if more than one) for and in valuable consideration, receipt of which is hereby acknowledged, do hereby grant and convey to Qwest Corporation, a Colorado corporation, (Grantee) whose address is 431 26th Street, Rm 209 Ogden Ut. 84119, its successors, assigns, lessees, licensees and agents, a perpetual easement to construct, reconstruct, operate, maintain and remove such telecommunications and electrical facilities as Grantee may require upon, over, under and across the following described land situated in County of Davis, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

An easement situated in a portion of the Southeast Quarter of Section 32, Township 5 North, Range 2 West, Salt Lake Base and Meridian. Said easement is more particularly shown and described on Exhibit "A" attached hereto and made a part hereof:

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. 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 24th day of October, A.D., 2001

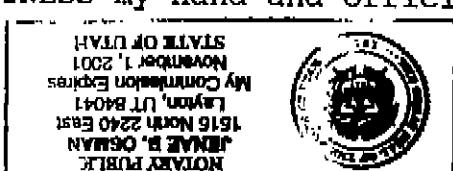
Grantor: Charles G. Osman

By West Point Town Center LLC

Title Managing Member

STATE OF UTAH)
ss
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 24 day of Oct., 2001, by Charles G. Osman the President managing of The West Point Town Center, LLC.
WITNESS my hand and official seal this 24 day of Oct., 2001.



Charles G. Osman
Notary Public

JOB NO.116E756 Clearfield - SE 32 T5N R2W SLB&M - PARCEL:14-048-0040&0063

Mail to: Qwest Corporation, 431 26th Street, Rm 209 Ogden Ut. 84119

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EXCHANGE CLEARFIELD

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Davis

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