

RETURNED

MAY - 1 2002

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SHERYL L. WHITE, DAVIS CNTY RECORDER
2002 MAY 1 8:50 AM FEE 12.00 DEP KM
REC'D FOR QWEST

lot 4 West Point Towne Center Commercial
14-325-0004pt.

RECORDING INFORMATION ABOVE

R/W # 02052-0107

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, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit: ^{DANIS}

A 15.00 foot by 30.00 foot easement located in Lot 4, West Point Towne Center Commercial Subdivision, and more particularly described as follows:

Beginning at the southwest corner of Lot 1, Equestrian Ranchettes Subdivision, being a part of the Southeast Quarter of Section 32, Township 5 North, Range 2 West, Salt Lake Base and Meridian; thence North 00°02'04" East 30.00 feet along the west line of said Lot 1; thence North 89°57'56" West 15.00 feet; thence South 00°02'04" West 30.00 feet; thence South 89°57'56" East 15.00 feet to the point of beginning,

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

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 19th day of FEBRUARY, A.D., 2002

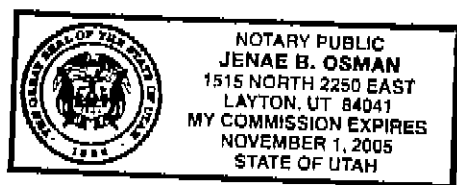
Grantor: West Point Towne Center LLC

By: CHARLES G. OSMAN

Title: MANAGING MEMBER

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

On the 19 day of Feb., 2002, personally appeared before me Jenae B. Osman, 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 Feb., 2002.



Jenae B. Osman
Notary Public

126E756 - CLEARFIELD - SE1/4 Sec 32, T5N, R2W, SLB&M - PARCEL: 14-048-0040 & 0063

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

RIGHT-OF-WAY NO. RW 02-052-01UT

USE NO 126E756

CHANGE CLEARFIELD

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