

RETURNED

JUL 19 2002

E 1771000 B 3087 P 1006
SHERYL L. WHITE, DAVIS CNTY RECORDER
2002 JUL 19 9:58 AM FEE 14.00 DEP MT
REC'D FOR QWEST

SE-36-2N-1W
06-095-0177pt.

RECORDING INFORMATION ABOVE

R/W # 02-192-01UT

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 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:

See attached Exhibit "A"

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 that would cause damage to Grantee's facilities or interfere with Grantee's use of said easement. Grantor reserves the right to maintain a permanent surface over 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.

A

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

Grantor: ~~MacDonald - Christensen~~ LLC

By: [Signature]

Title: MANAGING PARTNER

STATE OF UTAH)
COUNTY OF Davis)
SS

On the 15 day of July, 2007, personally appeared before me Michael MacDonald, 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 15 day of July, 2007.

[Signature]
Notary Public



226B681 - BOUNTIFUL - SE1/4 Sec 36, T2N, R1W, SLB&M - PARCEL:

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

EXHIBIT "A" SHEET 1 OF 1

QWEST TELCO EASEMENT DESCRIPTION:

PARCEL 06-095-0177 pt.

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

AN 6 FOOT WIDE TELCO EASEMENT FOR THE PLACEMENT AND MAINTENANCE OF BURIED CABLES BEING 3 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT AN EXISTING POWER POLE, SAID POINT BEING WEST 6.11 FEET AND SOUTH 4.38 FEET FROM THE NORTHEAST CORNER OF THE TRACT 2 PARCEL AS SHOWN ON THE MICHAEL MACDONALD RECORD OF SURVEY BY FORSGREN ASSOCIATES INC. DATED JUNE 14, 2002, SAID NORTHEAST CORNER BEING NORTH 89°50'54" EAST 1324.05 FEET ALONG SECTION LINE AND NORTH 00°02'12" WEST 1027.40 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 81°55'07" WEST 219.44 FEET; THENCE NORTH 79°42'48" WEST 89.92 FEET; THENCE NORTH 88°12'13" WEST 14.32 FEET; THENCE SOUTH 79°56'10" WEST 16.21 FEET; THENCE SOUTH 59°47'48" WEST 69.84 FEET; THENCE SOUTH 63°12'47" WEST 14.32 FEET, MORE OR LESS, TO THE NORTHWESTERLY LINE OF GRANTOR'S LAND AND AN EXISTING POWER POLE AND TERMINATING.

CONTAINS 2545 SQ. FT. OR 0.058 ACRES, MORE OR LESS, AS DESCRIBED.

SHEET 1 of 1	SCALE: NONE	DATE: 07/10/02	REVISIONS:	MILLER ASSOCIATES, INC.		TELCO EASEMENT DESCRIPTION FOR: QWEST CORPORATION		SG 1/A, SEC 36, T2N, R1W, S1E1 & 2, M.	02269
				3060 W. CALIFORNIA AVE. SUITE A SALT LAKE CITY, UT 84104 PHONE: (801) 975-1083, FAX: (801) 975-1081		SITE NO. 2268681 / BOUNTIFUL MAZDA ST. HWY. 89 & 2600 SO. ST.			