

**RETURNED**

**SEP 17 2007**

2306494  
BK 4368 PG 309

E 2306494 B 4368 P 309-310 <sup>12/2</sup>  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
09/17/2007 12:04 PM  
FEE \$12.00 Pgs: 2  
DEP RTT REC'D FOR QWEST

RECORDING INFORMATION ABOVE

12-024-0030 PT  
NE 3 4N-2W

R/W # 07-200-0117

**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 west line of which is described as follows:**

**Beginning at the northeast corner of Lot 1, Westwood Estates No. 1 Subdivision, being a part of the Northeast Quarter of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian; thence South 00°03'55" West 284.13 feet to end.**

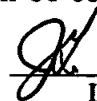
Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above-described property as may be necessary for the Grantee's use and enjoyment of the easement area.

Grantee 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 building, structure or obstruction will be constructed, erected, built or permitted on said easement.

  
Initial

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 31 day of July, A.D., 20 07  
  *BTS d.*

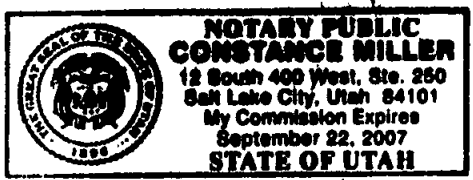
Grantor: **GARDNER PARK VILLAGE, LLC**

By: *Jonathan S. Gardner*

Title: *Member*

STATE OF UTAH    )  
   ) <sup>SS</sup>  
COUNTY OF SALT LAKE )

On the 31<sup>st</sup> day of JULY, 20 07, personally appeared before me Jonathan S. GARDNER, 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 31<sup>st</sup> day of July, 20 07.



*Constance Miller*  
Notary Public

7261JM7 - CLEARFIELD - NE1/4 Sec 03, T4N, R2W, SLB&M - PARCEL: 12-024-0028<sup>30</sup>  
When Recorded Mail To: Qwest Corporation, 431 26<sup>th</sup> Street room 209, Ogden, Utah 84401