

RETURNED**AUG 06 2008**

E 2384432 B 4588 P 747-748
 RICHARD T. MAUGHAN
 DAVIS COUNTY, UTAH RECORDER
 08/06/2008 03:06 PM
 FEE \$12.00 Pgs: 2
 DEP RTT REC'D FOR RAGE DEVELOPMENT
 LLC

09-020-0036

EASEMENT AGREEMENT

The Undersigned Grantors for and in valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to Qwest Corporation, Inc., a Colorado Corporation, hereinafter referred to as "Grantee", its successors, assigns, lessees, licensees and agents, for the term of the lease an 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:

A right of way 10 feet in width being 5 feet on each side of the following described line; A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S89°39'00"W ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 733.84 FEET; THENCE S00°21'00"E, A DISTANCE OF 112.74 FEET AND THE POINT OF BEGINNING; THENCE S00°22'00"E, A DISTANCE OF 310.63 FEET; THENCE S89°58'54"W, A DISTANCE OF 0.28 FEET; THENCE S00°01'06"E, A DISTANCE OF 10.00 FEET; THENCE N89°58'54"E, A DISTANCE OF 10.34 FEET; THENCE N00°22'00"W, A DISTANCE OF 320.70 FEET; THENCE S89°38'00"W, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.
 CONTIANING: 3,210 SQUARE FEET OR 0.074 ACRES, MORE OR LESS

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 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. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

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 area and no change will be made by grading or otherwise to the surface or subsurface of the easement area or to the ground immediately adjacent to the easement area.



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 August, 2008.

Grantors:

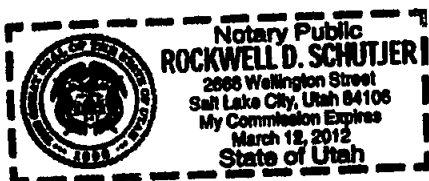
By: *John Petroff*

By: *Pamela S. Petroff*

STATE OF UTAH

COUNTY OF DAVIS

On the 1st day of AUGUST, 2008, personally appeared before me JOHN PETROFF & PAMELA S. PETROFF, 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 1st day of AUGUST, 2008.



Rockwell D. Schutjer
Notary Public