2393305 BK 4617 PG 1506

E 2393305 B 4617 P 1506-1507 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 09/18/2008 03:04 PM FEE \$12.00 Pas: 2 DEP RTT REC'D FOR QUEST

When Recorded Mail to: Owest Corporation 1425 West 3100 /South /West Valley City, Utah 84119

R/W # 08-194-01UT

## **EASEMENT AGREEMENT**

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Two Thousand One Hundred and no/00---dollars (\$2,100.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to Owest Corporation, a Colorado corporation, hereinafter referred to as "Grantee", whose address is 1425 West 3100 South, West Valley City, Utah 84119, 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:

Beginning at the Southeast corner of Lot 35, Kimberly Meadows Subdivision, No. 3, thence N. 00 Deg. 27'30" W. 15 feet; thence N. 89 Deg. 43'W. 10 feet; thence S. 00 Deg. 27'30" E. 15 feet; thence S. 89 Deg. 43' E. 10 feet to point of beginning, located in the SW 1/4, Section 15, T4N, R1W, SLB&M.

PARCEL: 10-010-0035

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.

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## BK 4617 PG 1507

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said 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 the 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, A.D., 20 <u>0</u> 8
Grantor: A Raymond D. Sausville
Grantor: Note R Sausville  Darla R. Sausville
STATE OF VIRGINIA )
COUNTY OF Faifax ss
On the 11th day of July , 2008, personally appeared before me Kaymond p. Sausville a Julia R sausville , 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 day of,
20 06. Withess my hand and official sear this 1 day of 5000,
Vanusa Pettio
Notary Public
VAMESSA PETIIT Notary Public
Commonwealth of Virginia (#)

Job No. 8261N2L, Wire Center KYVL, SW1/4, Sec. 15, T4N, R 1W, SLB&M, 7-7-08