

* 12-066-0057
SE 12 4N-2W

4-13-98

RETURNED
OCT 19 1998

E 1449193 B 2375 P 1
JAMES ASHBAUER, DAVIS CITY RECORDER
1998 OCT 19 7:44 AM FEE 14.00 DEP REC
REC'D FOR PARAMOUNT DESIGNS

RECORDING INFORMATION ABOVE

R/W # 98103124T

EASEMENT AGREEMENT

The Undersigned Grantor(s) for and in consideration of One Dollar(s) (\$ 1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to U S WEST Communications, Inc., a Colorado corporation, hereinafter referred to as "Grantee", whose address is 250 Bell Plaza, Salt Lake City, Utah 84111, its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain and remove such telecommunications facilities, electrical facilities and gas facilities, and appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in County of Davis, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor further conveys to Grantee the following incidental rights:

(1) A temporary right-of-way to be used during all periods of construction, reconstruction, reinforcement, repair and removal upon a strip of land N/A feet wide on the N/A side of, and a strip of land N/A feet wide on the N/A side of said easement.

(2) The right of ingress and egress over and across the lands of 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.

The 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.

Page 1 of 3


Initial

RG 01-0266
(1-96)

RECORDING INFORMATION ABOVE

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.

Dated this 13th day of April, 19 98.

Grantor _____
Grantor _____
Grantor _____
Grantor _____
(Individual Acknowledgment)

OAKSTONE, L.C.
(Official name of company or Corporation)

By [Signature]
Its [Signature]

[SEAL]
Attest [Signature]
Secretary of Corporation
(Corporate Acknowledgment)

STATE OF UTAH)
COUNTY OF _____) ss

STATE OF UTAH)
COUNTY OF Salt Lake) ss

On the _____ day of _____, 19____, personally appeared before me _____, the signer of the above instrument, who duly acknowledged to me that he/she executed the same.

On the 13th day of April, 19 98, personally appeared before me Jo Ann Ekstrom who, being by me duly sworn (or affirmed) did say that he/she is the Manager/owner of Oakstone L.C. (naming the corporation) and that said instrument was signed in behalf of said corporation by authority of its bylaws (or a resolution of the board of directors, as the case may be) and said [Signature] acknowledged to me that said corporation executed the same.

[SEAL]
Notary Public
My commission expires: _____

[SEAL]
NOTARY PUBLIC
JO ANN EKSTROM
4885 South 900 East
Salt Lake City, Utah 84117
My Commission Expires
August 22, 2000
STATE OF UTAH
[Signature]
Notary Public
My commission expires: Aug 22, 2000

R/W # 9810312UT Job # 816B914
Exchange Clearfield County Davis
1/4 Section SE Section 12 Township 4 n Range 2 w

R/W# 98103124T

EXHIBIT "A"

A part of the Southeast quarter of Section 12, Township 4 north, Range 2 west, Salt Lake Base and Meridian, U.S. Survey, Beginning at a point being 676.50 feet North $00^{\circ}06'05''$ East along the Section line and 33.00 feet West of the Southeast corner of Section 12 (Basis of bearing: North $00^{\circ}06'05''$ East from the Southeast corner of Section 12 Along the Section line to the East quarter corner), Thence North $00^{\circ}06'05''$ East 308.61 feet more or less to the true point of beginning: Thence as follows North $89^{\circ}44'36''$ West 26 feet, Thence North $00^{\circ}06'05''$ East 12 feet, Thence South $89^{\circ}44'36''$ East 12 feet, Thence South $00^{\circ}06'05''$ West 6 feet, Thence South $89^{\circ}44'36''$ East 14 feet, Thence South $00^{\circ}06'05''$ West 6 feet to point of beginning. Situated in Davis County, State of Utah.

Job# 816B914 Exchange: Clearfield County: Davis
 1/4 Section: SE Section: 12 Township: 4 north Range: 2 west

