

16/4

RETURNED

NOV - 5 1998

PO'S
Kayscrack est #1 prod
11-405-0171

E 1455700 8 2388 P 169
JAMES ASHAUER, DAVIS CITY RECORDER
1998 NOV 5 8:24 AM FEE 16.00 DEP NT
REC'D FOR PARAMOUNT DESIGNS INC

RECORDING INFORMATION ABOVE

R/W # 98240024T

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.

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 2 _____
Initial *ESW*

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 27th day of August, 1998.

Grantor

Grantor

Grantor

Grantor

(Individual Acknowledgment)

STATE OF UTAH }
COUNTY OF _____ } 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.

[SEAL]

Notary Public
My commission expires: _____

APPROVED AS TO FORM

BY *[Signature]*

R/W # 98240024T Job # 726E106
Exchange Kaysville County Davis
1/4 Section N1/2 Section 31 Township 4 n Range 1 w

LAYTON CITY
(Official name of company or Corporation)

By *[Signature]*
Its City Manager

[SEAL]



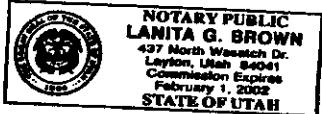
Attest *[Signature]*
Secretary of Corporation

(Corporate Acknowledgment)

STATE OF UTAH }
COUNTY OF DAVIS } ss

On the 28th day of August, 1998, personally appeared before me _____, who, being by me duly sworn (or affirmed) did say that he/she is the City Manager of Layton City (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 Alex R. Jensen acknowledged to me that said corporation executed the same.

[SEAL]



[Signature]
Notary Public
My commission expires: 2/1/2002

R/W 98240024T

EXHIBIT "A"

An easement located in the North One half (N1/2) of Section 31,
Township 4 North, Range 1 West, Salt Lake Base and Meridian, Davis
County, Utah described as follows:

BEGINNING at a point North 39°02'27" West 2.50 feet from the
south corner of Lot 10, Kayscreek Estates Phase One - A P.R.U.D.,
according to the plat thereof recorded in Book 2154 at Page 245 of the
Davis County Recorder's Office, said point being on the West line of
Lot 10, and running thence along said west line North 39°02'27" West
10.00 feet; Thence South 50°57'33" West 16.80 feet; thence North
89°17'34" West 157.58 feet; thence South 56°44'05" West 46.90 feet;
thence South 33°43'07" West 43.39 feet; thence South 50°25'30" West
72.56 feet to the west line of said Kayscreek Estates Phase One - A
P.R.U.D.; thence along said west line South 39°32'07" East 25.00 feet;
thence North 50°25'30" East 25.00 feet; thence North 39°32'07" West
15.00 feet; thence North 50°25'30" East 49.03 feet; thence North
33°43'07" East 42.82 feet; thence North 56°44'05" East 41.81 feet;
Thence South 89°17'34" East 158.14 feet; Thence North 50°57'33"
East 20.42 feet to the POINT OF BEGINNING.

Also Exhibit "B" attached hereto and made a part thereof.

Job# 726E106 Exchange: Kaysville County: Davis
1/4 Section: N1/2 Section: 31 Township: 4 north Range: 1 west

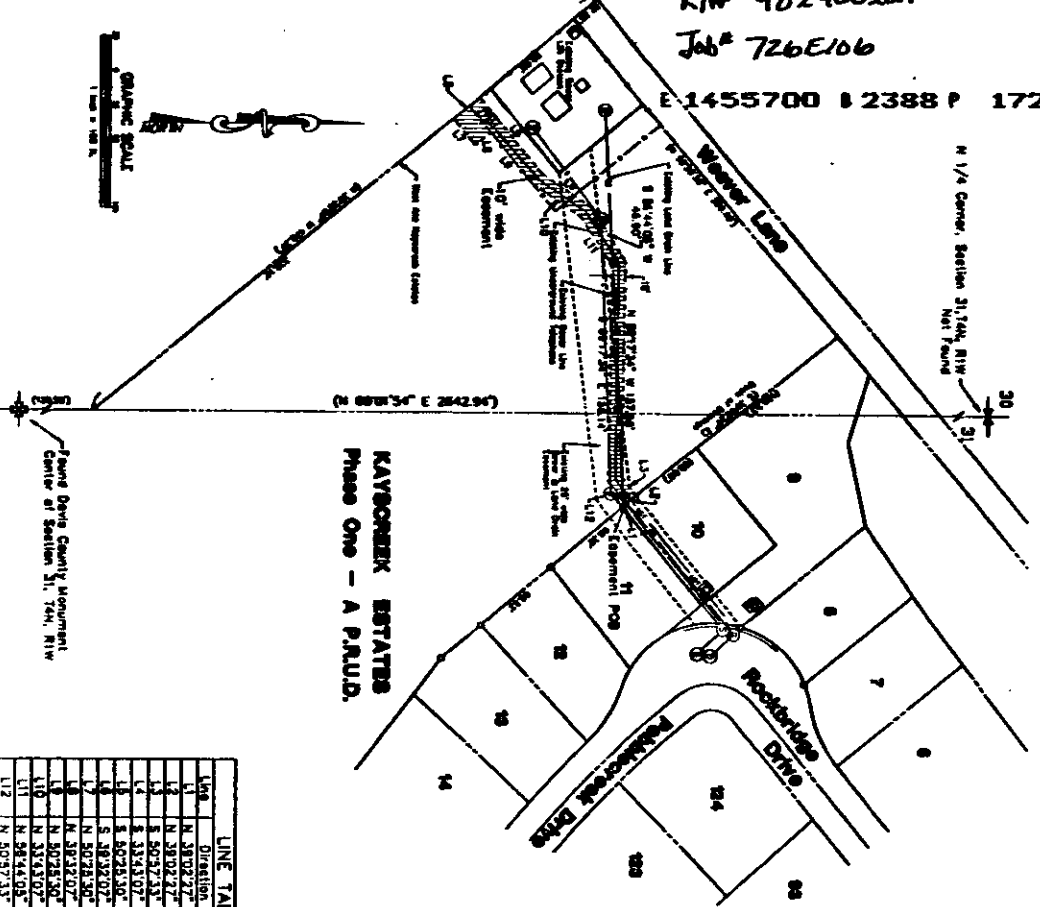
Initial

SMA

EXHIBIT "B"

R/W # 9824002UT
 Job # 726E106

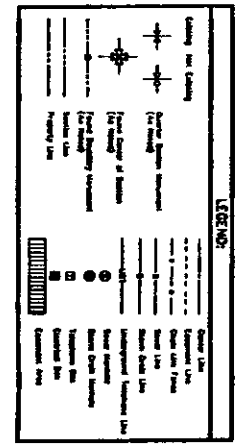
E 1455700 | 2388 P 172



KAYSONEK ESTATES
 Phase One - A.P.U.D.

LINE TABLE

Line	Direction	Distance
1	N 89°18'34\"	2.50
2	N 89°18'34\"	19.00
3	S 80°57'33\"	18.80
4	S 83°43'07\"	43.38
5	S 80°28'30\"	72.58
6	S 88°38'07\"	78.00
7	N 50°28'30\"	13.00
8	N 38°32'07\"	18.00
9	N 50°28'30\"	13.00
10	N 50°28'30\"	48.03
11	N 33°33'07\"	42.87
12	N 58°44'05\"	41.81
13	N 50°27'33\"	20.47



[Signature]
 JOHN SMITH, L.S.
 SURVEYOR
 DENVER, CO. 80202



DATE
 July 21, 1995

SURVEYOR'S CERTIFICATE:

I, John R. Smith, State of Utah, do hereby certify that I am a duly Licensed Land Surveyor and that I had known the 7200 as prescribed by the laws of the State of Utah and that I have made a survey on July 14, 1995, of the following described property:

An Easement located in the North One half (N 1/2) of Section 31, Township 4 North, Range 1 West, Salt Lake East and Meridian, Davis County, Utah described as follows:

BEGINNING at a point North 39°02'37\"

(Further certify that this plat correctly shows the true dimensions of the property surveyed and of the visible improvements located and their position on said property, except as shown.)

CORNERSTONE, INC.
 PROFESSIONAL LAND SURVEYORS

2028 East 7000 South, Suite 204
 Salt Lake City, Utah 84121
 (801)943-4090 FAX (801)943-7890

A.L.T.A. SURVEYS, COMPUTER MAPPING
 BOUNDARY CONSULTATION & RESEARCH

Title: **CERTIFICATE OF SURVEY**
 Easement Descriptions
 Paramount Designs, Inc.

Client: Paramount Designs, Inc.
 7478 South 700 East
 Midvale, Utah 84047 (801) 568-1534

Project Address: 1700 West Rockbridge Drive, Layton, Utah
 Project Location: NE 1/2, Sec. 31, T4N, R10W, S104M