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JAMES ASHMAUER, DAVIS CITY RECORDER  
1998 NOV 5 8:24 AM FEE 16.00 DEP HT  
REC'D FOR PARAMOUNT DESIGNS INC

Parcel E Kaip Creek RECORDING INFORMATION ABOVE

Estate # 1PRU0

11-405-0171

R/W # 9824003UT

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.

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*JB*  
Initial

RG 01-0266  
(1-96)



R/W 9824003UT

## 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

