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ENT 96942 BK 4457 PG 130 RANDALL A. COVINGTON UTAH COUNTY RECORDER 1997 Dec 08 9:21 am FEE 14.00 BY JW RECORDED FOR PARAMOUNT DESIGNS

RECORDING INFORMATION ABOVE

R/W # 9775901UT

EASEMENT AGREEMENT

The Undersigned Grantor(s) for and in consideration of ONE MUNDREDTHS Dollars (\$ 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 UTAH , 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

RECORDING INFORMATION ABOVE

property is located.

Dated this _	<u>16th</u> Day of <u>September</u> , 19 <u>97</u> .
	Don Ray Fittman Grantor Don Ray Pittman, Trustee
	Grantor Donna T. Pittman, Trustee
	Grantor
	Grantor
	(Individual Acknowledgment)
STATE OF	OF UTAH SS
	he 16TH day of September, 1997, personally appeared before me Don Ray Pittman and
Donna T. P	ittman, the signer/s of the above instrument, who duly acknowledged to me that he/she
executed the	e same.
[SEAL]	KENNETH R. HILLER MOTARY PUBLIC - STATE of UTAH 324 SOUTH 250 EAST OREM, UTAH 84058 COMM. EXP. 11-17-99

Notary Public

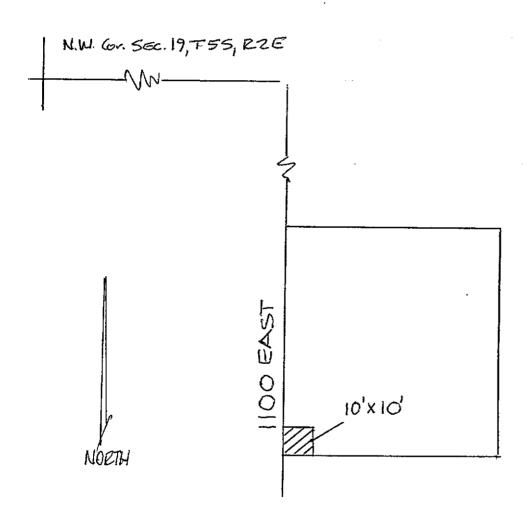
My Commission expires:

R/W# 9725901 UT JOB# 626C561
Exchange AMERICAN FORK County UTAH
1/4 Section NW-NW, Section 19, Township 5 South, Range 2 East

EXHIBIT "A"

Commencing North 89°-28'-00" East 1128.85 feet and South 110.32 feet from the Northwest corner of Section 19, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South 00°-25'-00" East 165.93 feet; thence East 12.0 feet to the true point of beginning; thence East 10.00 feet; thence North 10.00 feet; thence West 10.00 feet; thence South 10.00 feet to the point of termination.

RW # 97 Z5901UT JOB #626C561 EXCHANGE AMERICAN FORK I/4 Section NW-NW, Section 19, Township 5 South, Range 2 East



D.J.P.
Initials