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ENT 91344 BK 4769 PG 397
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1998 Sep 09 2:02 pm FEE 14.00 BY SS
RECORDED FOR PARAMOUNT DESIGNS INC

RECORDING INFORMATION ABOVE

R/W # 9821801UT

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 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.

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Initial

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EXHIBIT "A"

An easement Three (3') feet in width, the easterly line of said easement is more particularly described as follows:

Commencing at a point located on the Northeasterly boundary of U.S. Highway 89/91 and Southerly boundary at 1720 North Street, Provo, Utah, said point being located East along the Section line 980.45 feet and South 1454.12 feet from the Northwest corner of Section 36, Township 6 south, Range 2 east, Salt Lake Base and Meridian; thence along the Southerly boundary of said 1720 North Street as follows: North 55°17'39" East 35.69 feet; along the arc of a 176.06 foot radius curve to the right 104.48 feet (chord bears North 72°17'39" East 102.95 Feet) North 89°17'39" East 533.15 feet; thence South 07°33'06" West 424.30 feet and the true point of beginning of said easement: Thence running South 07°33'06" West 25 feet to the point of termination of said easement, Situated in Utah County, State of Utah.

Job# 826C158 Exchange: Provo County: Utah
 1/4 Section: NW Section: 36 Township: 6 south Range: 2 east

