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E 1427916 B 2335 P 188
JAMES ASHAUER, DAVIS CNTY RECORDER
1998 JUL 31 8:27 AM FEE 14.00 DEP EMA
REC'D FOR PARAMOUNT DESIGNS INC

SE-15-4N-2W RECORDING INFORMATION ABOVE
12-088-0076

R/W # 9800904 UT

## **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, 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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RG 01-0266 (1-96)

## R/W# <u>98009044T</u>

SE-15-4/210 EXHIBIT "A"
12-088-0076

An easement Ten (10') feet in width, the southerly side of said easement is more particularly described as follows:

Beginning at a point South 660 Feet along the Section Line and West 1680.51 feet to the easterly line of Hawthorn Phase 1 Subdivision from the Northeast corner of the Southeast Quarter of Section 15, Township 4 north, Range 2 west, Salt Lake Base and Meridian; Thence East 20.01 feet, Thence South 44.65 feet to the true point of beginning: Thence West 44.15 feet to the point of termination of said easement. Situated in Davis County, State of Utah.

Job# 726E689

Exchange: Clearfield

County: Davis

1/4 Section: SE

Section: 15

Township: 4 N

Range: 2 W

10 11 NE COENER OF
15 14 SECTION 15

US WEST
RIGHT OF WAY

N
(NO SCALE)

BN14 Initial

RECORDING INI	FORMATION ABOVE
upon the award rendered by the arbitrator rendereof. The arbitration shall be conducted in t	of this Agreement shall be settled by arbitration in American Arbitration Association, and judgment may be entered in any court having jurisdiction he county where the property is located.
Dated this 20 <sup>+1</sup> day of	March , 19 98.
Grantor	(Official name of company or Corporation)
Grantor	By Stafe of
Grantor	[SEAL]
Grantor	AttestSecretary of Corporation
(Individual Acknowledgment)	(Corporate Acknowledgment)
STATE OF UTAH	STATE OF UTAH
COUNTY OF } ss	COUNTY OF DAUS
On the day of	On the 20th day of
appeared before me, the signer of the	appeared before me Blake N. HAZEN
above instrument, who duly acknowledged to me that he/she executed the same.	who, being by me duly sworn (or affirmed) did say that he/she is the President of Brent wood Company, Inc.
[SEAL]	(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 <b>Revenue</b>
Notary Public	said corporation executed the same.
My commission expires:	[SEAL]  NOTARY PUBLIC DOLYN KNAPP 7478 South 700 East Midvisle, UT 84047 My Commission Expires May 8, 2001 STATE OF UTAR
	Notary Public My commission expires: 5/8/6/
Exchange <u>CLEAR FIELD</u> County	26E689 DAUIS
/4 Section <u>≤€</u> Section <u>/5</u> To	wnship <u>4 N</u> Range <u>2 W</u>
(1-96)	Page 2 of 2

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