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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, 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

RG 01-0266
(1-96)

R/W# 9800904UT

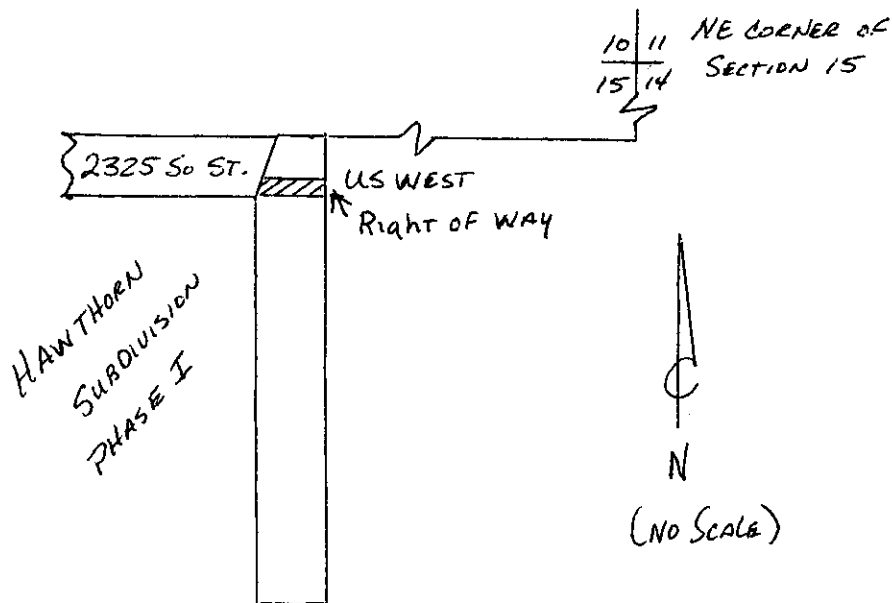
EXHIBIT "A"

SE-15-4N-2W
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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



[Signature]
Initial

