

RECORDING INFORMATION ABOVE

R/W # 9933201UT

EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Two thousand Eight hundred and no cents Dollar(s) (\$ 2800.00) 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 431 26th Street, Room 209, Ogden, Utah 84401, its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain and remove such telecommunications facilities, and electrical 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: **WEBER**

11-28-99. JMM

An easement Fifteen (15') feet wide and Twenty Five (25') feet in length, the Easterly side of said easement is more particularly described as follows:

A part of the Southeast Quarter of Section 6, Township 6 North, Range 1 West, Salt Lake Base and Meridian, beginning at a point on the Southwesterly line of U.S. Highway 89 and 91, Thence South 619.08 feet, Thence South 78°22'00" East 48.20 Feet, Thence South 10°01'00" East 124.50 Feet, South 35°34'00 West 346.27 Feet, Thence North 26°27'25" West 155.87' from the East Quarter Corner of said Section, and the true point of beginning of said easement; Thence Running North 26°27'25" West 25 feet to the point of termination of easement, Situated in Weber County, State of Utah.

Grantee shall have the right of ingress and egress over and across the land of the 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

E# 1679717 BK2049 PG615
DOUG CROFTS, WEBER COUNTY RECORDER
16-DEC-99 813 AM FEE \$12.00 DEP JMM
REC FOR: U.S.WEST.COMMUNICATIONS

RECORDING INFORMATION ABOVE

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the property is located.

Signed and delivered this 6th day of NOV., A.D., 19 99

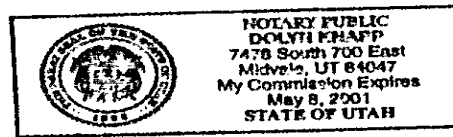
Grantor: Bruce Dee Olsen

Bruce Dee Olsen

Grantor: Bonnie K. Olsen

Bonnie K. Olsen

STATE OF UTAH)
COUNTY OF WEBER)
SS



On the 6th day of November, 19 99, personally appeared before me Bruce Dee Olsen and Bonnie K. Olsen, the signer (s) of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same. Witness my hand and official seal this 6th day of November, 19 99.

Dolyn Knapp
Notary Public

916K424 - North Ogden - SE1/4 Sec 6, T6N, R1W, SLB&M- PARCEL: 110210013

When Recorded Mail To: U S West, 431 26th Street room209, Ogden, Utah 84401