

\* 12-066-0057  
SE 12 4N-2W

4-13-98

RETURNED  
OCT 19 1998

E 1449193 B 2375 P 1  
JAMES ASHWAUER, DAVIS CITY RECORDER  
1998 OCT 19 7:44 AM FEE 14.00 DEP REC  
REC'D FOR PARAMOUNT DESIGNS

RECORDING INFORMATION ABOVE

R/W # 9810312UT

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# 98103124T

EXHIBIT "A"

A part of the Southeast quarter of Section 12, Township 4 north, Range 2 west, Salt Lake Base and Meridian, U.S. Survey, Beginning at a point being 676.50 feet North 00°06'05" East along the Section line and 33.00 feet West of the Southeast corner of Section 12 (Basis of bearing: North 00°06'05" East from the Southeast corner of Section 12 Along the Section line to the East quarter corner), Thence North 00°06'05" East 308.61 feet more or less to the true point of beginning: Thence as follows North 89°44'36" West 26 feet, Thence North 00°06'05" East 12 feet, Thence South 89°44'36" East 12 feet, Thence South 00°06'05" West 6 feet, Thence South 89°44'36" East 14 feet, Thence South 00°06'05" West 6 feet to point of beginning. Situated in Davis County, State of Utah.

Job# 816B914      Exchange: Clearfield      County: Davis  
1/4 Section: SE      Section: 12      Township: 4 north      Range: 2 west

