

14
3

RETURNED
JUL 31 1998

E 1427917 B 2335 P 191
JAMES ASHAUER, DAVIS CNTY RECORDER
1998 JUL 31 8:28 AM FEE 14.00 DEP EMA
REC'D FOR PARAMOUNT DESIGNS INC

RECORDING INFORMATION ABOVE

R/W # 9800905UT

SE-154N-2W

12-088-0073,0081

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.

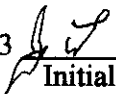
Grantee shall indemnify Grantor for all damage caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for pre-existing environmental contamination or liabilities.

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.

Page 1 of 3 
Initial

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.

Dated this 1ST day of MAY, 19 98.

Kenneth L. Thurgood Trustee
Grantor KENNETH L. THURGOOD, TRUSTEE (Official name of company or Corporation)

Jasmine Thurgood trustee
Grantor JASMINE THURGOOD, TRUSTEE By _____
(AKA) JASMINE S. THURGOOD Its _____

Grantor

[SEAL]

Grantor

Attest _____
Secretary of Corporation

(Individual Acknowledgment)

(Corporate Acknowledgment)

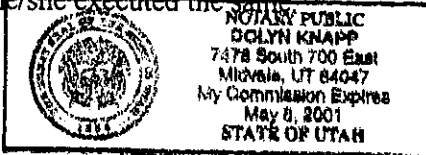
STATE OF UTAH }
COUNTY OF DAVIS } SS

STATE OF UTAH }
COUNTY OF _____ } SS

On the 1ST day of MAY, 19 98, personally appeared before me Kenneth L. Thurgood & Jasmine Thurgood, the signer of the above instrument, who duly acknowledged to me that he/she executed the same.

On the _____ day of _____, 19 _____, personally appeared before me _____, who, being by me duly sworn (or affirmed) did say that he/she is the _____ of _____ (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 _____ acknowledged to me that said corporation executed the same.

[SEAL]



Dolyn Knapp
Notary Public
My commission expires: _____

[SEAL]

Notary Public
My commission expires: _____

R/W # 9800905UT Job # 726E689
Exchange CLEARFIELD County DAVIS
1/4 Section SE Section 15 Township 4 N Range 2 W

R/W# 980090SUT

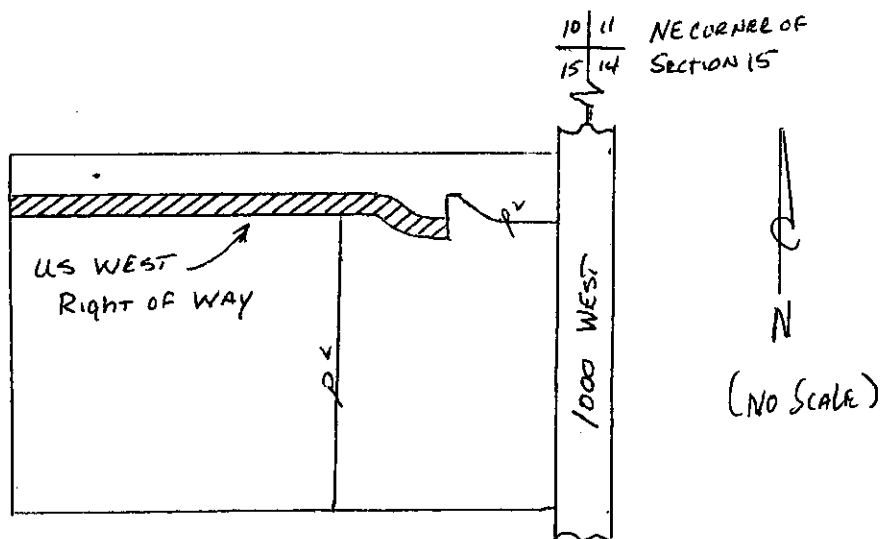
EXHIBIT "A"

12-088-0073

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

Beginning 40 Rods South from the Northeast Corner of the Southeast Quarter of Section 15, Township 4 north, Range 2 west, Salt Lake Base and Meridian; Thence West 1660.50 feet; Thence South 44.65 feet to the true point of beginning; Thence East 881.66 feet; Thence North 89°14'23" East 26.56 feet, Thence southeasterly 134.81 feet along an arch of a 500-foot radius curve to the right (long chord bears South 83°02'11" East 134.40 Feet), Thence South 75°18'45" East 234.55 Feet to the point of termination of said easement. Situated in Davis, State of Utah.

Job# 726E689 Exchange: Clearfield County: Davis
1/4 Section: SE Section: 15 Township: 4 N Range: 2 W



JWD
Initial