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RETURNED
NOV 23 1998

E 1462356 B 2398 P 368
JAMES ASHAYER, DAVIS Cnty RECORDER
1998 NOV 23 7:30 AM FEE 18.00 DEP MT
REC'D FOR PARAMOUNT DESIGNS INC

RECORDING INFORMATION ABOVE

NE-35-3 N-W
06-049-0138,0168,169
EASEMENT AGREEMENT

R/W # 9813601UT

The Undersigned Grantor(s) for and in consideration of One Thousand and No Cents Dollar(s) (\$1000.00) 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.

Grantee shall be liable for any damage to electrical lines, water/sprinkler lines, both above and below ground, and for damage to landscaping and related items. Grantee is also liable for any damage to a third party during construction. Also, Grantee will repair and/or replace any asphalt along the easement which might settle due to prior excavation.

Page 1 of 3 TK RLB

Initial



RG 01-0266
(1-96)

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 24th day of March, 1978.

Grantor _____ (Official name of company or Corporation)

Grantor _____ By _____
Its _____

Grantor THOMAS V. HOLLANDER
Michael Caballero
Grantor DENIS L. GRAY

[S E A L]

Attest _____
Secretary of Corporation

(Individual Acknowledgment)
STATE OF UTAH
CALIFORNIA }
COUNTY OF LOS ANGELES }
ss

(Corporate Acknowledgment)
STATE OF UTAH
COUNTY OF _____ }
ss

On the 24th day of
MARCH, 1978, personally
appeared before me MICHAELA
CABALLERO, 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]

Michael Caballero
Notary Public
My commission expires: 11-09-98



[SEAL]

Notary Public
My commission expires: _____

R/W # 9813601/UT Job # 726H792
Exchange BOUNTIFUL County DAVIS
1/4 Section NE Section 25 Township 2 N. Range 1 W.
P.M. _____

E 1462356 B 2398 P 370

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 11th day of May, 1998.

① Dennis A. Maroney
 Grantor DENNIS A. MARONEY
 ② Sandra Maroney
 Grantor SANDRA MARONEY

(Official name of company or Corporation)

By _____
 its _____

[S E A L]

Attest _____
 Secretary of Corporation

(Corporate Acknowledgment)

STATE OF UTAH Davis)
 COUNTY OF Los Angeles) ss

STATE OF UTAH)
 COUNTY OF _____) ss

On the 11th day of
May, 1998, personally
 appeared before me, Dennis Maroney
 and Sandra Maroney, the signers of the
 above instrument, who duly acknowledged
 to me that they 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 _____
 _____ (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]

R. Gerald Heyman
 Notary Public
 My commission expires: 12/23/01



[SEAL]

Notary Public
 My commission expires: _____

R/W # 98136014T Job # 726H792
 Exchange BOUNTIFUL
 1/4 Section NE Section 25 Township ZN Range 1W.

PG 01-0272
 (1-98)

Page 2 of 2

R/W# 98136014T

EXHIBIT "A"

An easement Six (6') feet in width, the centerline of said easement is more particularly described follows:

Beginning at a point on the west line of a public street (600 South Street) which is South 0°13'24" East 1069.20 feet along the Section line and North 89°59'16" West 563.19 feet from the Northeast corner of Section 25, Township 2 north, Range 1 west, Salt Lake Base and Meridian, Which point is also 429.00 feet West of the centerline of a street (500 West Street), And running thence South 0°14'16" West 3 feet to the true point of beginning, Thence West 305.02 feet, Thence South 0°29'32" East 161.34 feet to the point of termination of said easement. Situated in Davis County, State of Utah.

Job# 726H792 Exchange: Bountiful County: Davis
1/4 Section: NE Section: 25 Township: 2 north Range: 1 west

