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DEC 29 1998

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JAMES ASHMAUER, DAVIS CITY RECORDER
1998 DEC 29 9:37 AM FEE 12.00 DEP REC
REC'D FOR US WEST

RECORDING INFORMATION ABOVE

NW 29 2N 1E
04-069-0097

R/W # 9832702UT

EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of FIVE HUNDRED dollars (\$500.00) 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 the County of Davis, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

An easement 10 feet in width, the southerly line of which being as follows:

Beginning at a point on the north line of 500 South Street, said point being North 89°38'33" East 67.96 feet along the section line and South 00°11'23" East 516.71 feet along the centerline of 400 East Street to an existing brass monument and North 89°44'04" East 486.42 feet along the centerline of said 500 South Street and North 00°11'23" West 33.00 feet from the relocated monument at the Northwest Corner of Section 29, Township 2 North, Range 1 East, Salt Lake Base and Meridian; thence North 89°44'04" East along the north line of said 500 South Street 168.00 feet to end,

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.

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.

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.