

12

E# 1473566 BK2043 PG1660  
DOUG CROFTS, WEBER COUNTY RECORDER  
12-NOV-99 8:12 AM FEE \$12.00 DEP JMM  
REC FOR: U.S.WEST.COMMUNICATIONS

RECORDING INFORMATION ABOVE

R/W # 992860111

EASEMENT AGREEMENT

14-038-0035, 0034, 0014, 0015

The Undersigned Grantor (and each and all of them if more than one) for and in 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 26<sup>th</sup> 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 Weber, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

**An easement 10.00 feet in width, the westerly line of which being as follows:**

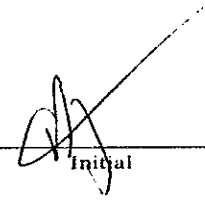
**Part of the South One-Half of the Northwest Quarter of Section 31, Township 6 North, Range 1 West, Salt Lake Base and Meridian. Beginning at a point 209 feet South and 652.74 feet West from the intersection of the south line of Doxey Street (formerly Howard Street) and the west line of "H" Avenue (formerly Colorado Avenue), and running thence along the arc of a 286.28 foot radius curve to the left 58.61 feet, thence North 102.69 feet; thence North 34°07'30" West 444.79 feet to the true point of beginning of said easement; thence South 34°07'30" East 474.79 feet, more or less; thence Southerly along the arc of a 346.28 foot radius curve to the right 201.25 feet; thence South 625.85 feet to the point of termination, which point is the north line of Kershaw Street.**

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.

  
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116

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.

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 7<sup>th</sup> day of October, A.D., 19 99

Grantor: **WADMAN INVESTMENTS**

By: [Signature]

Title: Its General Partner

STATE OF UTAH )  
  ) SS  
COUNTY OF WEBER )



On the 7<sup>th</sup> day of October, 19 99, personally appeared before me V. Jay WADMAN - General Partner, 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 7<sup>th</sup> day of October, 19 99.

[Signature]  
Notary Public

E# 1673566 BK2043 PG1661