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08/23/1999 10:52 AM 14.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
U.S. WEST COMMUNICATIONS  
1425 W. 3100 S  
SLC UT 84119  
500 ut 84119  
3 P.  
r/w 9/23/99  
zjm

RECORDING INFORMATION ABOVE

The undersigned Grantor(s) for and in consideration of One and no/00 Dollars (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto U S WEST Communications, Inc., a Colorado corporation, hereinafter referred to as "Grantee", whose address is 1425 West 3100 South, Salt Lake City, Utah 84119, 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 appurtenances, from time to time, as Grantee may require upon, over, under and across the following described land situated in the County of Salt Lake, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

A strip 7 feet in width being 3 1/2 feet on each side of the following centerline: Beginning at a point 3 1/2 feet South of the Southeast Corner of Lot 23, Twin Oaks Subdivision, Phase 1, thence West 112 feet; thence South 528.5 feet to end,

Grantor further conveys to Grantee the following incidental rights:

The right of ingress and egress over and across the lands of Grantor to and from the above-described property.

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.

Should the placement of telephone facilities at any time interfere with the development or use of the property, Grantee will at its sole expense relocate said facilities at a site or location on the property at the sole discretion of Grantor. Grantee will complete facility relocation and easement transfer in an orderly and timely manner. Grantee will hold Grantor harmless from all claims, costs or expenses and fully indemnify Grantor from any third party claim resulting from the exercise of the rights herein granted.

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.

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