

\A/2114541

RECORDING INFORMATION ABOVE

R/W # 05-154-01UT

EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of TWO HUNDRED dollars (\$200.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey to Qwest Corporation, 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 Weber, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

An easement 6.00 feet in width, being 3.00 feet on each side of the following centerline:

Beginning West 10.00 feet from the Southeast corner of Lot 15, Section 36, Township 6 North, Range 2 West, Salt Lake Base and Meridian; thence North 130.40 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 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.

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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DOUG CROFTS, WEBER COUNTY RECORDER
08-JUL-05 912 AM FEE \$12.00 DEP SGC
REC FOR: QWEST

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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 3RD day of JUNE, A.D., 2005.
Grantor <u>Alfred F. Rollow</u> Alfred F. Rollow
Grantor Lee E. Rollow
STATE OF UTAH) ss COUNTY OF WEBER)
On the 3RD day of JULE, 20 05, personally appeared before me ALFRED F. ROLLOW & LEN E. ROLLOW, 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 320 day of JONIE, 20 05.

Et 2114541 PG2 0F2

526A919 - OGDEN MAIN - SE1/4 Sec 36, T6N, R2W, SLB&M - PARCEL: 15-101-0003

When Recorded Mail To: Qwest Corporation, 431 26th Street room 209, Ogden, Utah 84401