

E# 2321359 PG 1 OF ERNEST D ROWLEY, WEBER COUNTY RECORDER 12-FEB-08 317 PM FEE \$12.00 DEP SPY REC FOR: QWEST

## R/W # <u>08-00</u>1-01UT

## EASEMENT AGREEMENT

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 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:

The North 10.00 feet of Lot 12, Whispering Meadows Subdivision, located in the Northwest Quarter of Section 22, Township 5 North, Range 2 West, Salt Lake Base and Meridian.

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.

Grantor hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement.

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. Page 1 of 2 \_\_\_\_

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.

4 day of Jehnary, A.D., 2008 Signed and delivered this Grantor: IVORY DEVELOPMENT. Title: STATE OF UTAH ) SS COUNTY OF SALT LAKE On the 4th day of February Christopher P. Gamyrou 195 \_\_\_\_, 20 08, personally appeared before me , the signer(s) of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the \_day of <u>Februar</u> same. Witness my hand and official seal this 4 DONNA PERKINS NOTARY PUBLIC • STATE of UTAH 978 Woodoak Lane Salt Lake City, UT 84117 MY COMMISSION EXPIRES: 05-30-2010

7261KI3 - CLEARFIELD - NW1/4 Sec 22, T5N, R2W, SLB&M - PARCEL: 09-558-0012

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