

00081708 Bk M0157 Pg 00555-00556
BRENDA D. NELSON, MORGAN CO. RECORDER
2000 FEB 25 11:10 AM FEE \$12.00 BY BON
REQUEST: US WEST

RECORDING INFORMATION ABOVE

R/W # 0001001UT

EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of TWO THOUSAND dollars (\$2000.00) 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 Morgan, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

A 20.00 foot by 20.00 foot easement, the east line of which being as follows:

Commencing at a point on the west right-of-way line of Cottonwood Street, said point being North 1335.00 feet and South 88°25'47" East 1304.30 feet and South 00°18'00" West 74.00 feet from the West Quarter Corner of Section 30, Township 5 North, Range 2 ~~West~~ ^{EAST} Salt Lake Base and Meridian; thence South 00°18'00" West 20.00 feet to end. MB

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. 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.

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.

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 24TH day of JANUARY, A.D., 2000

Grantor: **COTTONWOOD COMMERCIAL, INC.**

By: *Mike Barcock*
 Title: President

STATE OF UTAH)
)
 COUNTY OF MORGAN)

On the 24TH day of JANUARY, 2000, personally appeared before me MIKE BARCOCK, 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 24TH day of JANUARY, 2000.



Michael Johnson
 Notary Public

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926E194 - MT. GREEN - NW1/4 Sec 30, T5N, R2E, SLB&M - PARCEL: 01-005-123-04

When Recorded Mail To: U S WEST, 431 26th Street room 209, Ogden, Utah 84401