

6212548 26.00  
 11/14/95 12:10 PM  
 NANCY WORKMAN  
 RECORDER, SALT LAKE COUNTY, UTAH  
 US WEST COMMUNICATIONS  
 1425 W 2100 S  
 SVC 5419  
 REC BY: FROGGET DEPUTY - UT

## EASEMENT AGREEMENT

6212548

THIS EASEMENT AGREEMENT, made and entered into this 12<sup>th</sup> day of October, 1995, by and between SEARS, ROEBUCK AND CO., a New York corporation, whose address is 3333 Beverly Road, Hoffman Estates, Illinois 60179 (hereinafter called "Grantor") and U S WEST COMMUNICATIONS, INC., a Colorado corporation, whose address is 250 Bell Plaza, Salt Lake City, Utah 84111 (hereinafter called "Grantee").

1. In consideration of the sum of Ten Dollars (\$10.00), paid by Grantee to Grantor, Grantor grants to Grantee, its successors and assigns, the right (to the extent Grantor holds such right) to construct, install, operate and maintain, along routes shown crosshatched on Exhibit "A" attached hereto ("Easement Area"), poles, wires, conduits, cables and other appliances for the overhead telecommunications facilities (the "work"), across the following described land, situated in the County of Salt Lake, State of Utah, subject to any recorded restrictions on the Easement Area:

A 5 foot wide strip of land with its center line commencing at the Southwest corner of Lot 4 Block 17 Plat A SLC SUR thence East 165 feet to the point of beginning; thence East 165 feet to the terminus.

Together with the necessary rights and privileges for the use thereof, including the right of ingress and egress to and from the Easement Area, and the right to excavate for installation, replacement, repair and removal.

2. The purpose of such Easement is for installing overhead telecommunication facilities to existing poles for the benefit of a proposed project on a parcel of land located adjacent to the property of Grantor as shown on Exhibit B attached hereto and made a part hereof.

TO HAVE AND TO HOLD that said Easement under the following conditions, restrictions and considerations:

1. Grantee shall, at its sole cost and expense, use and maintain the Easement Area and Grantee's equipment in a manner which will cause the least disruption to Grantor's possession and operations on, and loss of value to, the Easement Area and Grantor's contiguous property.
2. Grantee shall, at its sole cost and expense, promptly complete all construction and installation work and shall return the Easement Area, immediately after completing its work, to the same condition, or as close as reasonably

Grantee

BM 7269152080

possible to the same condition, as the Easement Area was in just prior to the commencement of the work.

3. Grantor makes no representations concerning its interest, if any, in the Easement Area.

4. Grantee takes the Easement Area subject to all recorded restrictions thereon.

5. Grantor reserves the right to use the Easement Area, provided the use does not unreasonably interfere with the rights granted to Grantee.

6. Grantee agrees to indemnify, protect, defend and hold Grantor, its employees, agents and lessees, harmless from and against all claims, actions, losses, damages, costs, expenses and liabilities arising out of actual or alleged injury to or death of any person or loss of or damage to property in, upon or about the Easement Area or Grantor's contiguous area, including the person and property of Grantor, its employees, agents, licensees, lessees or others, arising from the acts or omissions of Grantee, its agents or employees.

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands and seal on the day and year first above written.

ATTEST:

Grantor:

SEARS, ROEBUCK AND CO.,  
a New York corporation

*Barry D. Kaufman*  
Assistant Secretary

By: *Barry D. Kaufman*  
Barry D. Kaufman  
Vice President  
Real Estate



ATTEST:

Grantee:

U S WEST COMMUNICATIONS, INC.,  
a Colorado corporation

*Michael Johnson*  
Title: CPS

By: *Michael Johnson*  
Name: MICHAEL JOHNSON  
Title: MANAGER / CHIEF OF WORK

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DN7265162081

STATE OF ILLINOIS }  
COUNTY OF COOK } ss:

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Barry D. Kaufman personally known to me to be the Vice President, Real Estate of BEARS, ROEBUCK AND CO., a New York corporation, and Robert C. Robinson, Jr., personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged under oath that as such Vice President, Real Estate and Assistant Secretary, they signed and delivered the said instrument as Vice President, Real Estate and Assistant Secretary of said corporation, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 13<sup>th</sup> day of October, 1995.

Mary J. Cox  
Notary Public

My Commission Expires:

March 21, 1999



STATE OF UTAH )  
COUNTY OF SALT LAKE ) ss:

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that MICHAEL JOHNSON personally known to me to be the MANAGER / FRONT OF MAN of U S WEST COMMUNICATIONS, INC., a Colorado corporation, and LAUREE BERT, personally known to me to be the C.P. SECRETARY of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged under oath that as such MANAGER / FRONT OF MAN and C.P. SECRETARY, they signed and delivered the said instrument as MANAGER / FRONT OF MAN and C.P. SECRETARY of said company, pursuant to authority given by the BOARD OF DIRECTORS of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 10TH day of OCTOBER, 1995.

Gary A. Bernew  
Notary Public

My Commission Expires:



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BK7269P62093

# EXHIBIT "A"

THIS EXHIBIT HAS BEEN PREPARED FOR THE PURPOSE OF ILLUSTRATING THE INTENT OF CABLE ROUTE ONLY

R/W No. \_\_\_\_\_

SEC. 7, T. 1 S., R. 1 E.,  
SALT LAKE BASE & MERIDIAN  
SALT LAKE COUNTY, UTAH

Sears property description:  
COMMENCING AT SW COR LOT 4 BLK 17 PLAT A SLC SUR NORTH 10 RODS;  
EAST 244 FEET NORTH 10 RODS EAST 33 FEET SOUTH 10 RODS EAST  
5 RODS SOUTH 130 FEET WEST 3 RODS SOUTH 117.5 FEET WEST 10  
RODS NORTH 5 RODS WEST 10 RODS TO BEGINNING.

EASEMENT DESCRIPTION:  
COMMENCING AT SW COR LOT 4 BLK 17 PLAT A SLC SUR THENCE EAST 165 FEET  
TO THE POINT OF BEGINNING; THENCE EAST 165 FEET TO THE TERMINUS

SW COR LOT 4  
BLK 17 PLAT A  
SLC SUR.

LOWELL AVE.

SOURCES OF INFORMATION:  
U.S.G.S., USMC CONSTRUCTION  
DRAWINGS, DEED RECORDS FOR:  
SALT LAKE COUNTY, UTAH

NOTE:  
R/W EASEMENT 5 FEET WIDE FOR  
FACILITIES ACROSS THE PROPERTY OF  
SEARS, ROEBUCK & COMPANY

LEGEND  
—○— CENTERLINE THIS EASEMENT

LINE TABLE		
COURSE	BEARING	DISTANCE
1-2	EAST	165.00'



SCALE: 1"=50'

REV. 10-2-95

**DUBRAY**  
LAND SERVICES, INC.  
P.O. BOX 21252  
BILLINGS, MT 59104  
(406) 252-6842

RIGHT OF WAY FOR  
U.S. WEST COMMUNICATIONS, INC.  
COMMUNICATIONS FACILITIES

**536C379**

JOB NUMBER

9-7-95

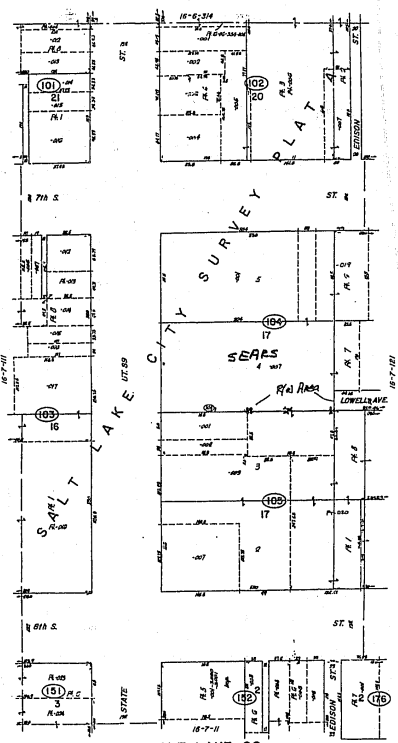
DATE

KK

DRAWN BY

SLC17

BLK 17 S91C2084



SALT LAKE CO.  
E. 1/2 NW 1/4 NW 1/4 SEC. 7 T.1S. R.1E.

543

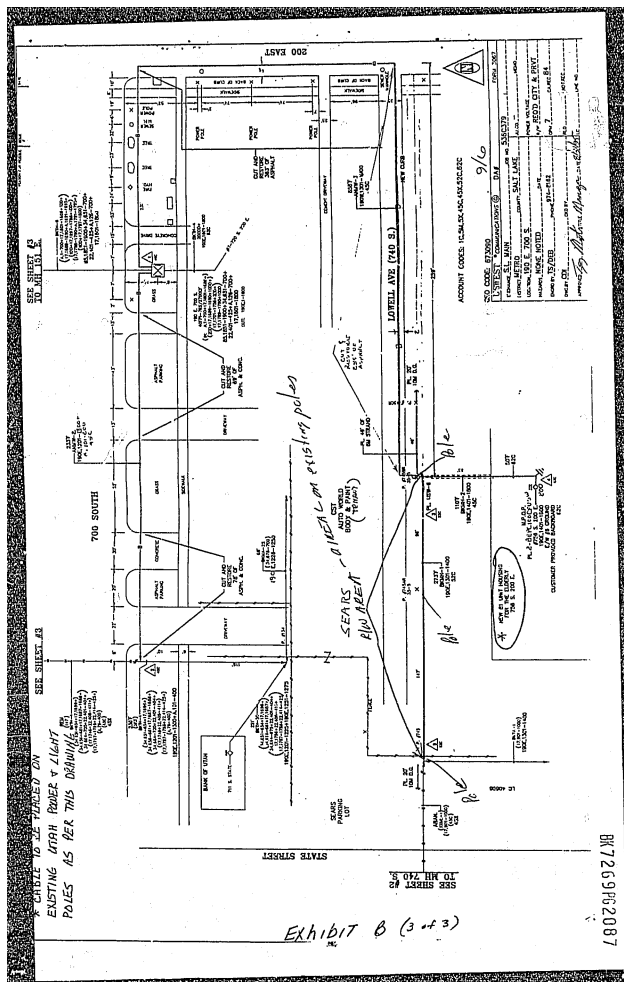
Exhibit B (1 of 3)

copy 72659 PG 2085

NOT LEGIBLE FOR MICROFILM  
CO. RECORDS

BK7269462086

E 1/2 NW 1/4 (NW 1/4)  
Sec 7  
B (2 of 3)





RIGHT OF WAY NO. 083519

JOB NO. 5360379

EXCHANGE S. N. N. N. N.

TO BE AC.

TO BE AC.

TO BE AC.

S. N. N. N. N.

BL 72 691 62 088

DJ824RE