

6212548

26
212548
11/14/93 1210 PM 24.00
RECORDED BY WORKMAN
RECORDED BY SALT LAKE COUNTY, UTAH
EASEMENT AGREEMENT
1450 S 2100 S
UVC 84119
REC BY E FROGGET ,DEPUTY - WI

THIS EASEMENT AGREEMENT, made and entered into this 12 day of October, 1993, 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 permitted, hold 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 Grantor'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

BN/72591620080

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 licensees, 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:

SZARS, ROEBUCK AND CO.,
a New York corporation
By: *Barry D. Kaufman*
Assistant Secretary

Barry D. Kaufman
Vice President
Real Estate

PROPERTY
MANAGER
LEGAL
Elm

ATTEST:

Grantee:

U S WEST COMMUNICATIONS, INC.,
a Colorado corporation
By: *Michael Johnson*
Title: CPO
Name: Michael Johnson
Title: Manager / Right of Way

Grenes

2

JK7269R2081

STATE OF ILLINOIS }
 }ss:
COUNTY OF COOK }

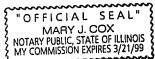
I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Barry D. Kaufman personally known to me to be the Vice President, Real Estate of SEARS, ROEBUCK AND CO., a New York corporation, and *Robert C. Bebbelen Jr.* personally known to me to be the Assistant 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 affixed 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 13th day of October,
1995.


Mary J. Cox
Notary Public

My Commission Expires:

March 21, 1999



Genesee

3

BR7269R2082

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 J. WILSON personally known to me to be the MANAGER/RIGHT OF WAY of U.S. WEST COMMUNICATIONS, INC., a Colorado corporation, and GLenda Burt, personally known to me to be the CP SPECIALIST 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/RIGHT OF WAY and CP SPECIALIST, they signed and delivered the said instrument as MANAGER/RIGHT OF WAY and CP SPECIALIST of said company, pursuant to authority given by the Utah Code December 1993 set 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.


Bernie W. Pusipher
Notary Public

My Commission Expires:



BK7269962083

EXHIBIT "A"

R/W No. _____

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

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

Sears property description:
COMMENCING AT SW COR LOT 4 BLK 17 PLAT A SLC SUR NORTH 10 RODS;
EAST 264 FEET; NORTH 10 RODS; EAST 33 FEET; SOUTH 10 RODS; EAST
5 RODS; NORTH 10 RODS; WEST 10 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

165' 1 2 LOWELL AVE.

SW COR LOT 4
BLK 17 PLAT A
SLC SUR.

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

LINE TABLE

COURSE	BEARING	DISTANCE
1-2	EAST	165.00'



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

LEGEND

—○— CENTERLINE THIS EASEMENT

REV. 10-2-95

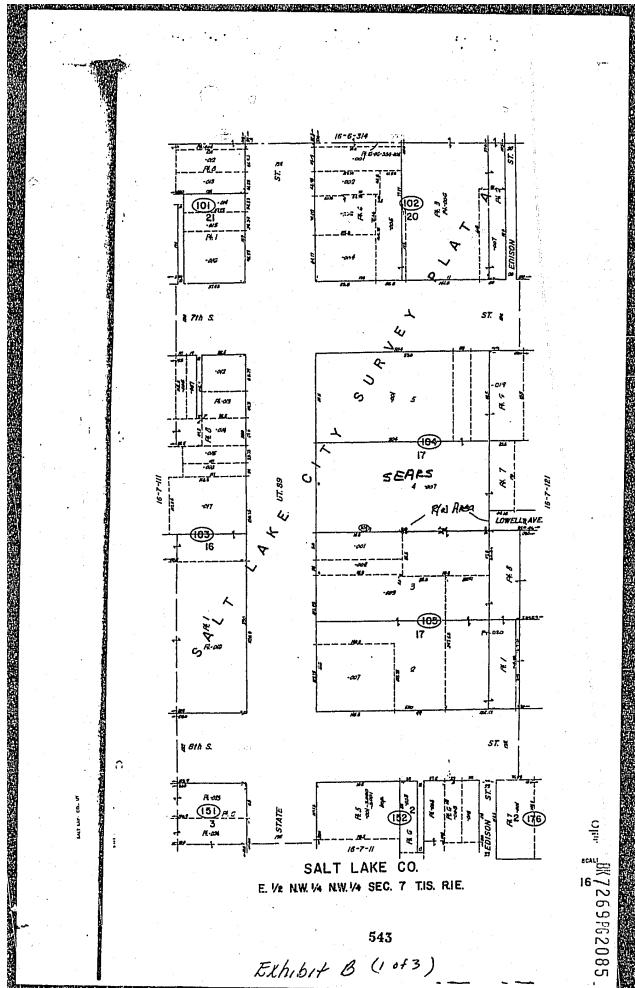
SCALE: 1" = 50'

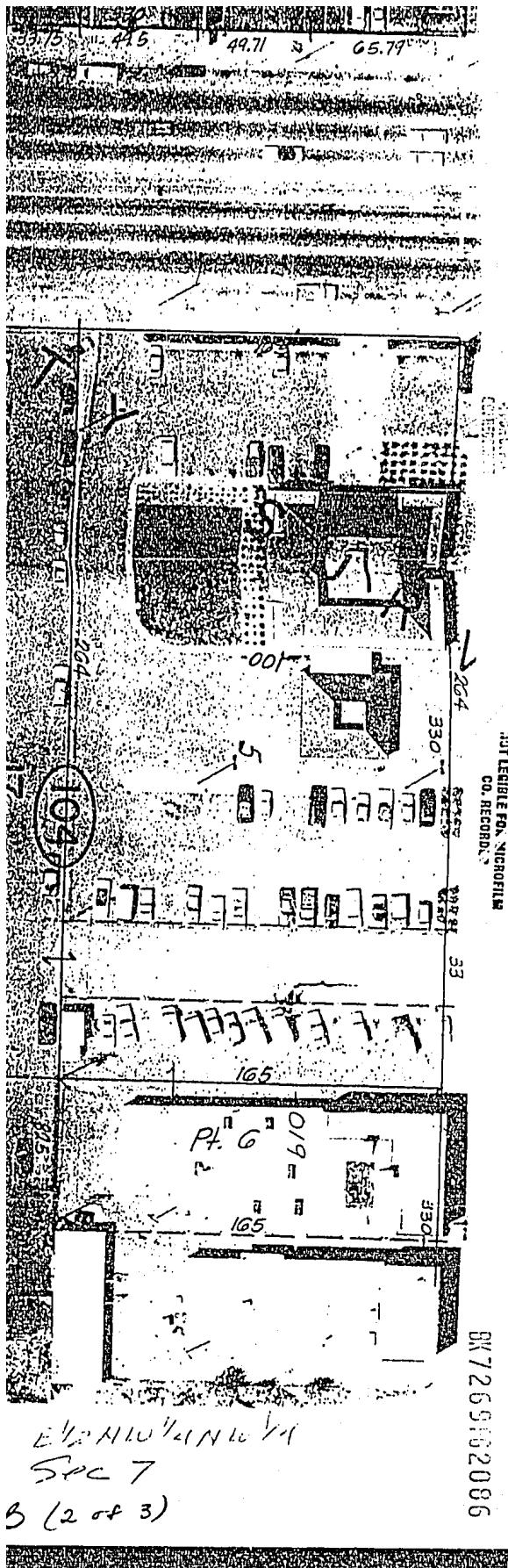
DUBRAY
LAND SERVICES, INC.
P.O. BOX 31252
BILLINGS, MT 59104
(406) 252-6842

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

536C379
JOB NUMBER
9-7-95 KK
DATE DRAWN BY
SLC17

BR 7.15942084

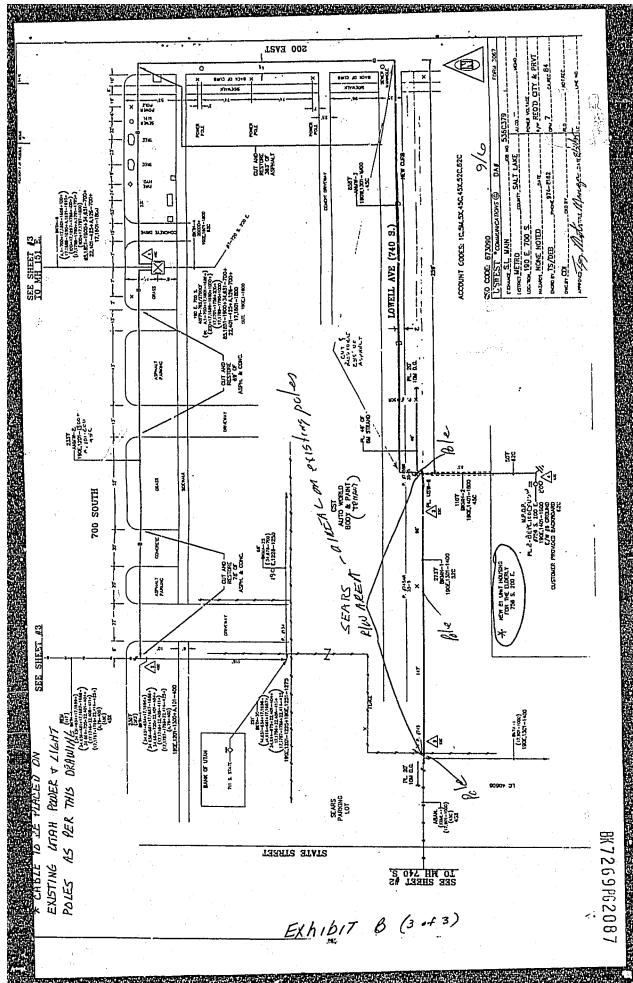




103
Spc 7
3 (2 of 3)

NOT LEGIBLE FOR MICROFILM
CO. RECORDS

8W7269062086



RIGHT-OF-WAY NO. 053579
JOB NO. 5350339
EXCHANGE S.L. Wain
1980-81
1982-83
1983-84

Salt Lake

D/82/28E

8/7/26/94/2088