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02/12/2004 09:56 AM 17.00
Book - 8945 Pg - 621-624
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QWEST
1425 W 3100 S
SLC UT 84119
BY: SBM, DEPUTY - WI 4 P.

RECORDING INFORMATION ABOVE

R/W # 03-345-01 UT

EASEMENT AGREEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of \$1,500.00 dollars (ONE THOUSAND FIVE HUNDRED) 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 1425 West 3100 South, West Valley City, Utah 84119, its successors, assigns, lessees, licensees and agents, a nonexclusive 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 Salt Lake, State of Utah, which the Grantor owns or in which the Grantor has any interest, to wit:

That portion of the Southwest Quarter of Section 3, Township 3 South, Range 1 East, Salt Lake Base and Meridian described as follows:

Beginning at a point 920.40 feet North 89°56' East along the Section Line, and 53.00 feet North 0°04' West from the Southwest Corner of said Section 3; running thence North 0°04' West 664.24 feet; thence North 89°56' East 682.85 feet more or less to the West line of Sage Crest Subdivision No. 1 and No. 2; thence South 0°21' 28" West 534.27 feet along the West line of Sage Crest Subdivision No. 1 and No. 2; thence South 89° 56' West 150.00 feet; thence South 0°21' 28" West 130.00 feet more or less to the North line of 9400 South Street; thence South 89°56' West 527.93 feet, more or less along said North line to the point of beginning.

Less and excepting the following described parcel:

Beginning at a point 920.40 feet North 89°56' East along the Section line and 445.00 feet North 0°04' West from the Southwest Corner of said Section 3; running thence North 0°04' West 138.00 feet; thence North 89°56' East 73.03 feet; thence South 0°04' East 37.00 feet; thence North 89°56' East 72.00 feet; thence South 0°04' East 23.00 feet; thence North 89°56' East 43.90 feet to the West edge of the West Wall of the existing Shopko Store; thence South 0°06'38" East 128.00 feet along said West Wall; thence South 89°56' West 92.00 feet; thence North 0°04' West 28.00 feet; thence South 89°56' West 62.00 feet; thence North 0°04' West 22.00 feet; thence South 89°56' West 35.03 feet to the point of beginning.

SAID EASEMENT BEING A 10' X 10' PIECE OF LAND, AS PLACED ON THE ABOVE DESCRIBED PROPERTY, SEE ATTACHED "SITE LOCATION DETAIL" EXHIBIT.

Grantee shall have the reasonable right of ingress and egress over and across the land of the Grantor to and from the above-described property as may be reasonably necessary for the Grantee's use and enjoyment of the easement area.

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

Grantee shall give the Shopko Store Manager at least two business days notice prior to any scheduled installation, maintenance or repair within the easement area which could interfere with vehicular traffic.

Grantee and its contractors and agents shall only use and occupy a portion of Grantor's property and as much surrounding property as is reasonable, necessary to perform the Work. No trucks, trailers or other equipment shall be left on Grantor's property overnight.

The Work shall be done in a workmanlike manner, and shall include such landscaping and repairs as are necessary to restore Grantor's property (including all underground improvements) to maintain its present condition.

Grantor shall not be liable for the cost of the Work.

Grantee shall promptly pay all of its contractors and agents performing the Work and agrees to indemnify and hold Grantor harmless from construction liens and any claims for personal injury or property damage resulting from or arising out of the performance of the Work.

Once the Work commences, Grantee and its agents and contractors shall diligently pursue completion, and use all reasonable efforts to minimize the inconvenience to Grantor and Grantor's employees and customers. In no event shall traffic through the easement area be impeded during the period from November 1 through January 15.

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.



initial

Signed and delivered this 30th day of JANUARY, A.D., 2004



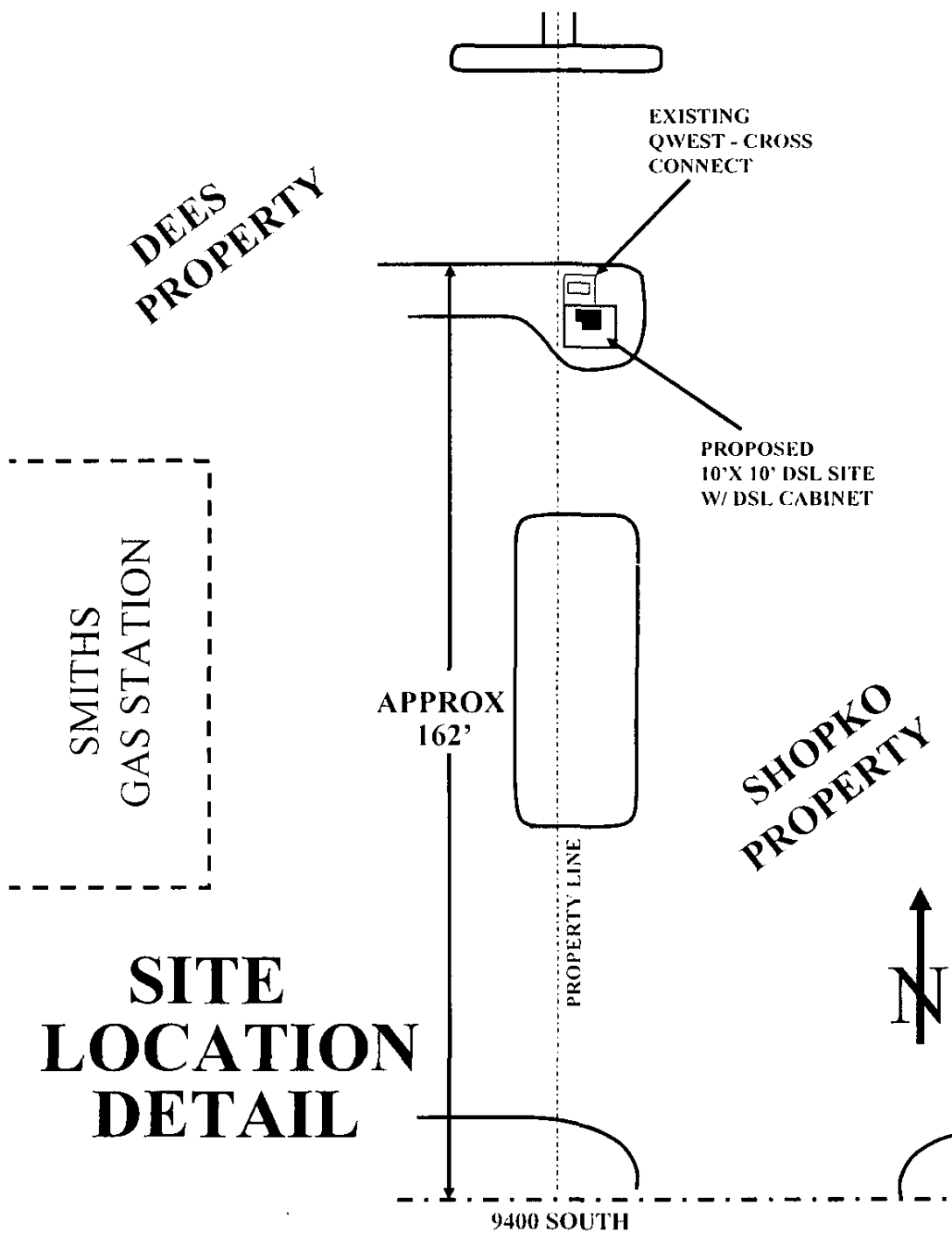
SHOPKO STORES, INC. *de*
By: [Signature]
Rodney Lawrence
Sr. Vice President Property Development

Attest: [Signature]
Peter Vandenhouten
Assistant General Counsel & Corporate Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 30th day of January, 2004, Rodney Lawrence, Sr. Vice President of Property Development and Peter Vandenhouten of ShopKo Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, and to me known to be the persons who executed the foregoing instrument, and to me known to be such Sr. Vice President of Property Development and Assistant General Counsel and Corporate Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers as the act of said corporation, by its authority.

[Signature]
Terry L. Dimmick
Notary Public, Wisconsin
My Commission expires August 21, 2005



**SITE
LOCATION
DETAIL**

JOB NO. 316C959- COTTONWOOD - SW - Sec 3, T3S, R1E, SLB&M - PARCEL: 2803351031-0000
 When Recorded Mail To: Qwest Corporation, 1425 West 3100 South, West Valley City, Utah 84119
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