

When Recorded Mail To:
Qwest Corporation
1425 West 3100 South
West Valley City, Utah 84119

ENT 93606:2010 PG 1 of 3
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2010 Oct 29 9:53 am FEE 14.00 BY SW
RECORDED FOR QUEST

R/W # 10-012-014T

JOINT EASEMENT AGREEMENT

MC COLLINS LTD (Grantor") for and in valuable consideration, the receipt whereof is hereby acknowledged, hereby grants to Qwest Communications, Inc., a Colorado corporation, and PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, here after called "Grantees", their successors, assigns, lessees, licensees, and agents, an easement for a right of way to construct, reconstruct, operate, maintain, repair, and remove such telecommunication facilities, electrical facilities, and appurtenances, from time to time, as Grantees may require upon, over, under, and across the following described land situated in the County of Utah, State of Utah, which Grantor owns or has any interest to wit:

A 15 foot by 20 foot easement as shown on Exhibit "A" attached hereto and made a part hereof being further described as follows:

Commencing North 1294.11 feet and East 728.12 feet and South 82°26'59" East 128.50 feet from the West Quarter corner of Section 29, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence South 7°33'01" West 20 feet; thence North 82°26'59" West 15 feet; thence North 7°33'01" East 20 feet; thence South 82°26'59" East 15 feet to end.

Assessor Parcel Number: 23:020:0036

Grantor further conveys to Grantees the following incidental rights: The right of ingress and egress over and across the lands of Grantor to and from the above-described property and the right to clear and keep cleared all trees and other obstructions as may be necessary for the Grantees use and enjoyment of easement area.

Each Grantee agrees to indemnify Grantor for any and all demands, claims, cause of action, or losses suffered by Grantor which are caused by the negligence or willful misconduct of the indemnifying Grantee while exercising the rights and privileges herein granted. Each Grantee shall have no environmental liability except a Grantee who is the source of contamination. Grantees shall have no responsibility for pre-existing environmental contamination or liabilities.

Grantor reserves the right to occupy, use, and cultivate said easement for all purpose not inconsistent with the rights herein granted.



Initial

Grantor covenants that he/she/they is/are the fee simple owner of said land or in which 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 perpetual right-of-way and easement and no change will be made by grading or otherwise to the surface or subsurface of the easement area or to the ground immediately adjacent to the easement area.

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 2 day of Feb, A.D., 20 10.

Grantor: MC COLLINS, LTD.

BY: Mary Ann Anderson

TITLE: general partner McCollins, Ltd

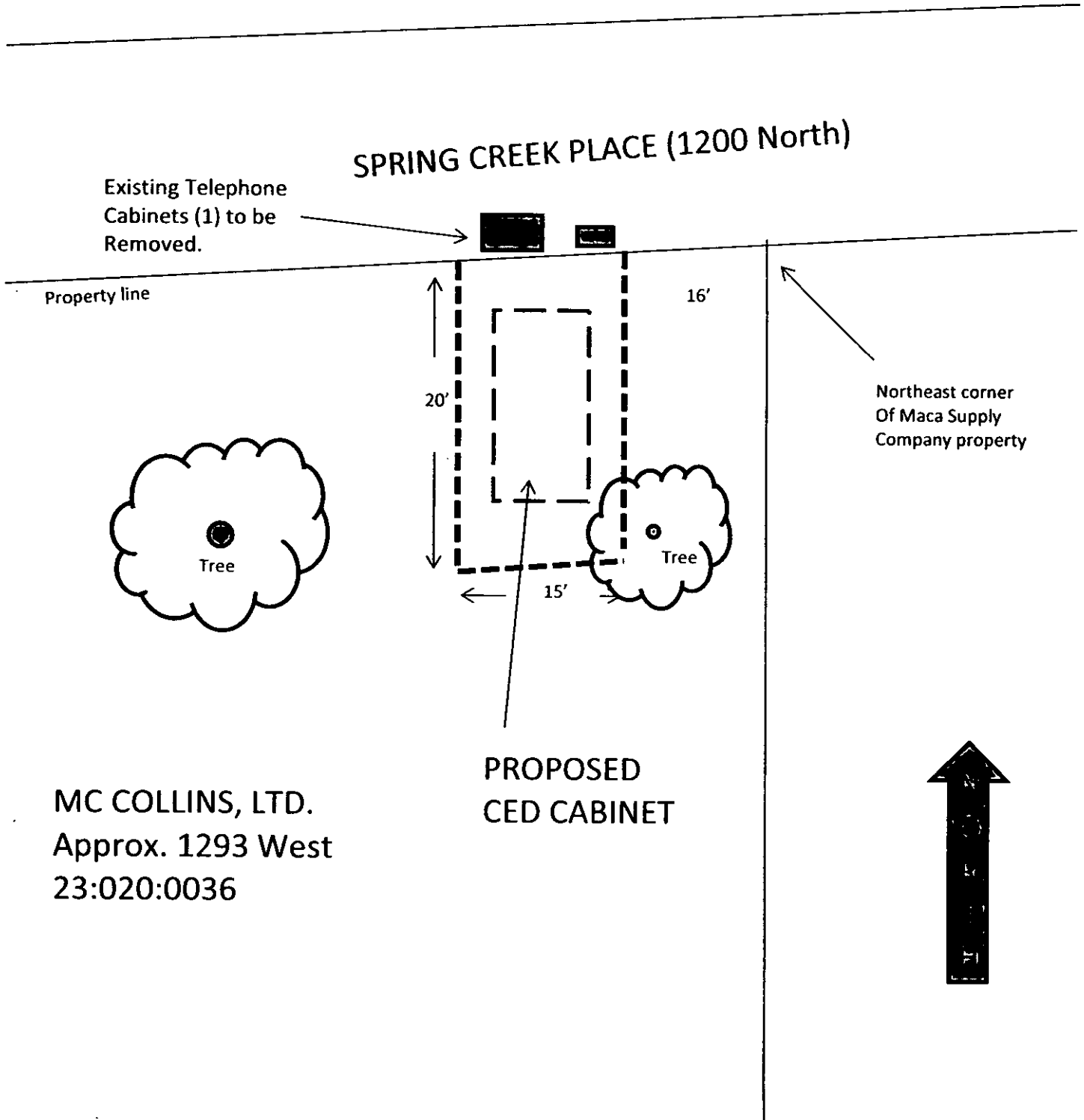
STATE OF UTAH)
)
) ss
COUNTY OF _____)

On the 2nd day of Feb, 20 10, personally appeared before me MARY ANN ANDERSON (Gen. Partner), 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 2nd day of Feb, 20 10.



Donald E. Green Jr.
Notary Public

EXHIBIT "A"



Existing Telephone
Cabinets (1) to be
Removed.

SPRING CREEK PLACE (1200 North)

Property line

20'

16'

Tree

Tree

15'

Northeast corner
Of Maca Supply
Company property

PROPOSED
CED CABINET

MC COLLINS, LTD.
Approx. 1293 West
23:020:0036