

11006680

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

11006680
08/09/2010 12:58 PM \$14.00
Book - 9847 Pg - 6506-6508
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
QWEST
1425 W 3100 S
SLC UT 84119
BY: SAM, DEPUTY - WI 3 P.

R/W # 10-189-0147

JOINT EASEMENT AGREEMENT

RWK Investments LLC ("Grantor") for and in consideration of \$3000.00 (THREE THOUSAND DOLLARS) and other good and 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 Salt Lake, State of Utah, which Grantor owns or has any interest to wit:

An easement situate in the Southeast Quarter of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian, being further described as follows, and as shown on Exhibit 'A' attached hereto and made a part hereof:

Beginning at a point on the north line of Old Bingham Highway, said point being South 89°51'02" East 65.00 feet from the Southwest Corner of Parcel 2, RWK Subdivision Amended; thence North 01°05'18" East 35.00; thence South 89°51'02" East 15.00; thence South 01°05'18" West 20.00 feet; thence North 89°51'02" West 9.00 feet; thence South 01°05'18" West 15.00, more or less, to the north line of Old Bingham Highway; thence North 89°51'02" West 6.00, more or less, along said north line of Old Bingham Highway to beginning.

Parcel: 26-10-276-002

Grantor further conveys to Grantees the following incidental rights: The right of ingress and egress over and across all Public Utility Easements and Qwest Corporation Easements situated on the lands of Grantor and the right to clear and keep cleared all trees and other obstructions as may be necessary for the Grantees use of the easement area.

Grantor reserves the right to occupy, use, and cultivate said easement for all purpose 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 Grantor has any interest and will warrant and defend title to the land against all claims.


Initial

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 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.

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 30 day of July, A.D., 2010.

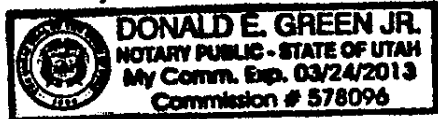
Grantor: **RWK Investments LLC**

BY: [Signature]
Bob Kelez **ROBERT W KELEZ**

TITLE: MGR.

STATE OF UTAH)
COUNTY OF SALT LAKE)^{SS}

On the 30th day of JULY, 20 10, personally appeared before me Robert W Kelez AKA Bob Kelez, 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 30th day of JULY, 20 10.



[Signature]
Notary Public

02621WH- Riverton - SE1/4, Sec 10, T3S, R2W, SLB&M

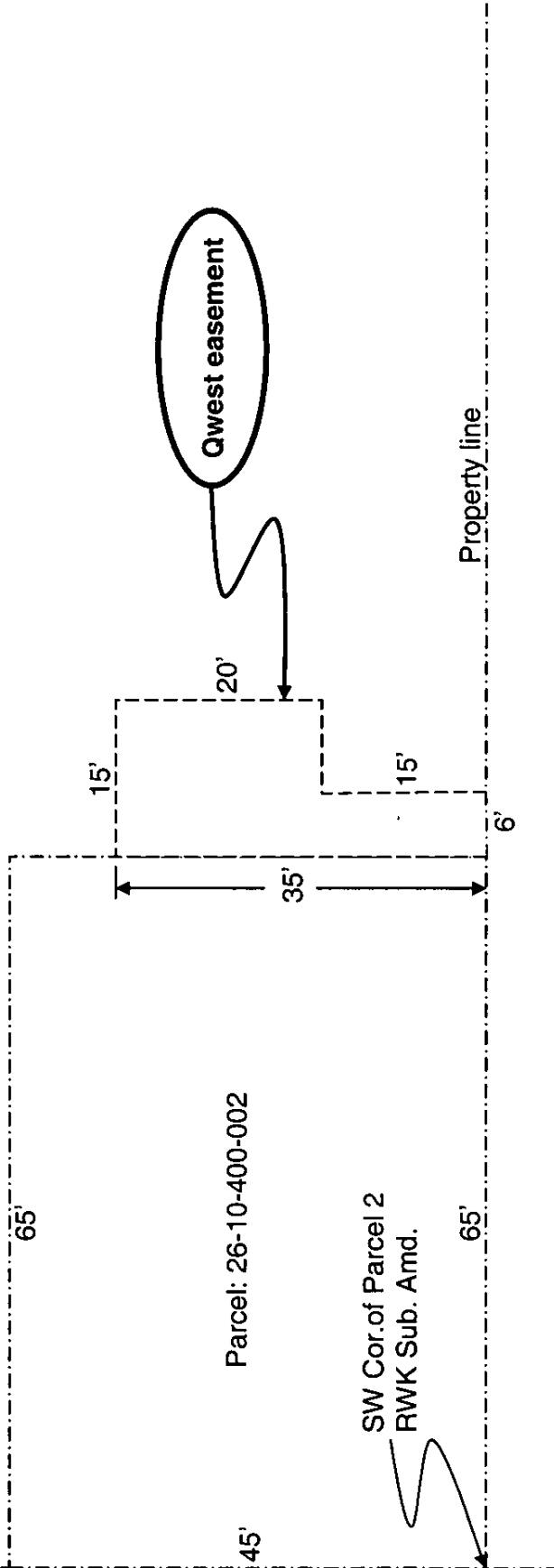
Exhibit 'A'

Parcel: 26-10-276-002

RWK
initial

RRWK Subdivision Amended

Parcel: 26-10-276-002



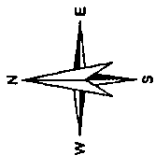
Parcel: 26-10-400-001

Parcel: 26-10-400-002

SW Cor. of Parcel 2
RWK Sub. Amd.

Property line

OLD BINGHAM HIGHWAY



E1/2, SE1/4, Sec.10, T3S, R2W

26-10-42