

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

10719285  
06/03/2009 11:39 AM \$18.00  
Book - 9731 Pg - 1758-1762  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
QWEST  
1425 W 3100 S  
SLC UT 84119  
BY: KSR, DEPUTY - WI 5 P.

R/W # 09-139-014T

JOINT EASEMENT AGREEMENT

Stillwater Apartments Investors, LLC ("Grantor") for and in consideration of \$2,500.00 (TWO THOUSAND FIVE HUNDRED 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:

Description 1:

A 6.00 foot wide easement, being 3.00 feet on each side of the buried facilities as shown on Exhibit 'A' attached hereto and made apart hereof across the following described property:

AND

Description 2:

An 8.00 foot by 8.00 foot easement, situated at the end of the 6.00 foot wide easement referenced in Description 1, as shown in Exhibit 'A' attached hereto and made apart hereof across the same following described property:

Beginning 385.315 feet South and 296.522 feet East from the Northwest Corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 0°00'35" West 810.97 feet; thence Southeasterly 109.76 feet along a curve to the left South 89°49'35" East 697.9 feet; thence North 0°04'30" West 732.52 feet; thence North 89°49'35" West 125.01 feet; thence North 0°04'30" West 188.26 feet; thence North 89°49'35" West 366.33 feet; thence South 0°00'35" West 40 feet; thence North 89°49'35" West 275 feet to beginning.

Parcel Number: 22-17-102-008

Grantor's GW  
Initial

Grantees' RNV  
Initial

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.

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 22nd day of May, A.D., 2009.

Grantor: **Stillwater Apartment Investors LLC**

BY: \_\_\_\_\_

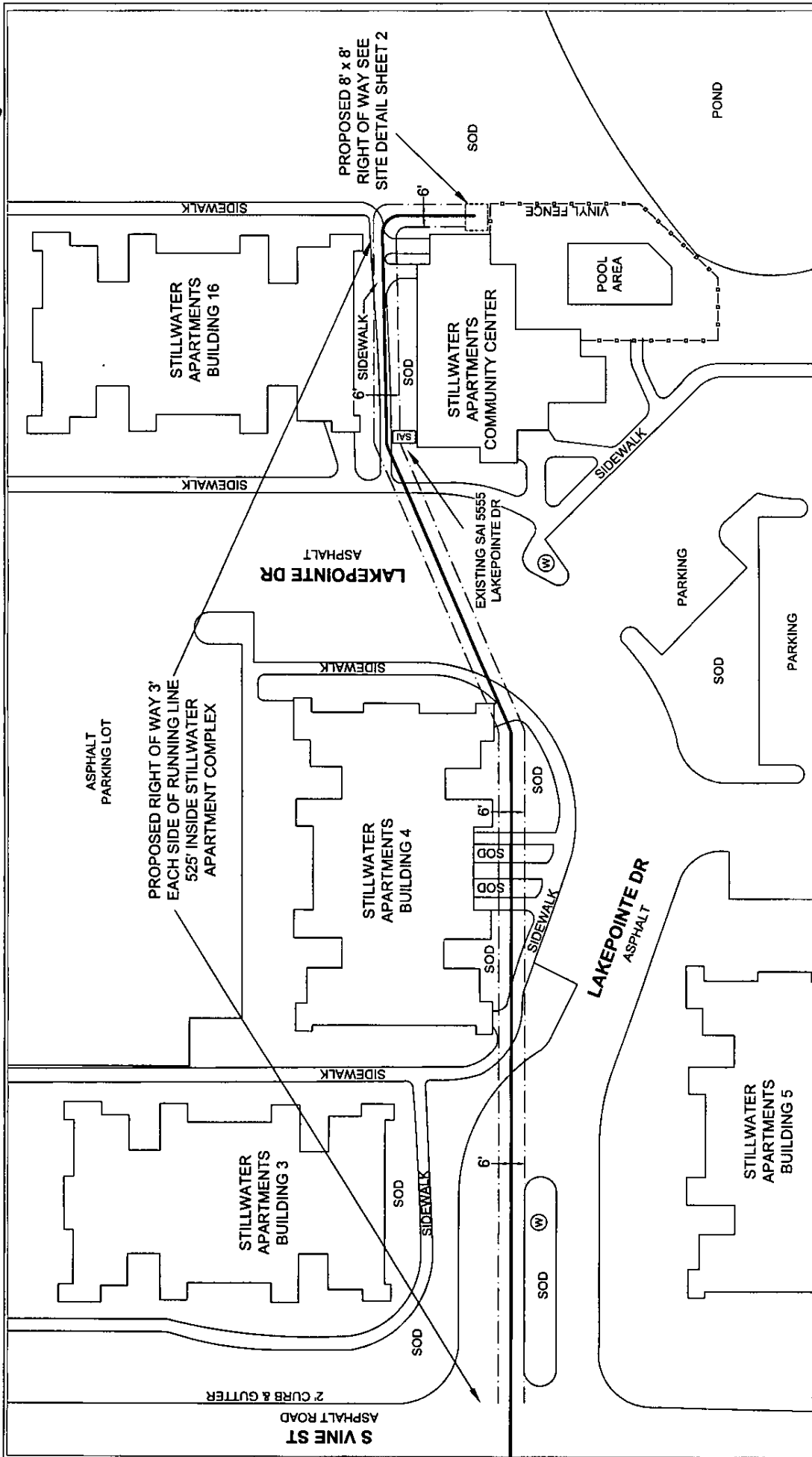
TITLE: \_\_\_\_\_

**See Signature Addendum**

Grantor's CBP  
Initial

Grantees' RNV  
Initial

EXHIBIT 'A'



NOTICE - NOT FOR DISCLOSURE OUTSIDE OF QWEST AFFILIATES EXCEPT UNDER WRITTEN AGREEMENT

ENGINEER: LARRY BUHLER  
 PHONE: (801) 874-9164  
 CITY PERMITS: MURRAY

JOB: 8261MEX  
 GEO CODE: 674184  
 WC CLL: MRRVUTMA

REVISIONS  
 DESCRIPTION  
 DATE DRAWN BY

RP

EXHIBIT 'A'

Grantor's Initials

Grantee's Initials  
RNW

**SIGNATURE ADDENDUM**  
**FOR**  
**JOINT EASEMENT AGREEMENT**

**Between**

**Stillwater Apartments Investors, LLC ("Grantor")**  
**And**  
**Qwest Communications, Inc. and PacifiCorp**  
**(d/b/a Rocky Mountain Power) (Grantees")**

**Dated May 22, 2009**

**GRANTOR:**


**Stillwater Apartments Investors, LLC, a Delaware limited liability company**

By: TIO Milestone Parent LP, a Delaware limited partnership,  
its Manager

By: TIO Milestone Parent GP LLC, a Delaware limited liability company,  
its General Partner

By: TIO Milestone LP, a Delaware limited partnership,  
its Manager

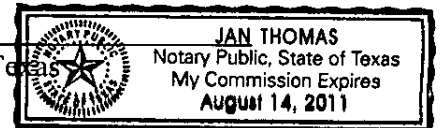
By: TIO SM Apartments GP, LLC,  
a Delaware limited liability company,  
its general partner

By:   
\_\_\_\_\_  
Christopher Phillips  
Vice President

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on May 22, 2009, by Christopher Phillips, Vice President, on behalf of Stillwater Apartments Investors, LLC, a Delaware limited liability company, on behalf of said company.

  
\_\_\_\_\_  
Notary Public, State of Texas



8261 MEX, MURRAY - NW 1/4, SEC. 17, T2S, R1E, S1B, M

**ADDENDUM NO. 1**  
**TO**  
**JOINT EASEMENT AGREEMENT**

THIS ADDENDUM NO. 1 ("Addendum") is hereby attached to and made a part of that certain Joint Easement Agreement ("Easement") dated as of May 22, 2009, from Stillwater Apartments Investors, LLC ("Grantor") to and for the benefit of Qwest Communications, Inc., a Colorado corporation, and PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power (together, "Grantees"). Words, terms and expressions defined in the Easement shall, where the context so permits, have the same meaning when used in this Addendum. It is understood and agreed by Grantor and Grantees that the terms, conditions and provisions of this Addendum supplement the Easement, form part of the Easement and supersede any provision to the contrary set forth in the Easement, to which Easement this Addendum is attached.

1. Grantor grants to Grantees a non-exclusive perpetual easement over Grantor's property in favor of Grantees for the purposes stated herein. The Easement granted herein shall run with the land and be binding upon Grantor, its successors, and assigns forever. Regardless of the Foregoing, the parties hereto, however, recognize that this Easement is non-exclusive.
2. This Easement shall be construed in accordance with the laws of the State of Utah. Should any dispute arise from this Easement, venue shall lie in Salt Lake City, Utah.
3. During installation of communication lines and equipment by Grantees, any damages occurring on the property and Easement area will be repaired and restored to the original condition of the property and Easement area, and at the sole cost and expense of Grantee. All access ways, driveways, and parking lots located on or about the Easement must be maintained at a level of appearance and consistency with the highest industry standards then prevailing for similarly used easements in the market in which the easement on the property are located. Grantees will be solely responsible for the costs of maintaining the Easement located on Grantor's property. If Grantees do not perform the required maintenance, then Grantor, after giving the nonperforming Grantees 30 days' written notice, will have the right to perform the maintenance and receive reimbursement from Grantees. Reimbursement will be payable on demand and include the costs of the maintenance.
4. Grantees acknowledge that any fence enhancement used on or about the Easement shall be constructed, erected, maintained, and repaired at Grantees sole cost and expense.

Upon any contradiction of any provision contained herein by either party, the provisions of this Addendum No. 1 shall govern over the Easement. All other terms and conditions of the Easement shall remain in full force and effect.

Addendum No. 1 to Joint Easement Agreement

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Grantor's Initials CR Grantee's Initials BNV