

WHEN RECORDED MAIL TO:
Sherman & Howard L.L.C.
Attn: Diana M. Wendel, Esq.
633 17th Street, Suite 3000
Denver, CO 80209

ENT 11134:2009 P6 1 of 5
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2009 Feb 03 4:14 pm FEE 18.00 BY SW
RECORDED FOR JEFFS & JEFFS ATTYS

UTILITY EASEMENT DEDICATION

Qwest Corporation, a Colorado corporation, and AT&T Communications of the Mountain States, Inc., a Colorado corporation (collectively, "Grantor"), grants to all public utility agencies, as defined in Utah Code Annotated Section 54-2-1(16), as amended, a non-exclusive public utility easement under, across and through (the "Easement") the location described on Exhibit A (the "Easement Area"), attached hereto and by this reference incorporated herein, but not to exceed ten feet in width, for the purpose of the installation, use, occupancy, maintenance and repair of public utilities as defined in Utah Code Annotated Section 54-2-1(16). Grantor grants the Easement to the City of Provo, on behalf of all public utility agencies subject to the following provisions.

1. The Easement is granted subject to covenants, conditions, restrictions, easements, rights, rights of way, and all other matters of record.

2. The Easement is subject to Utah law regarding public utility easements, including, without limitation, the provisions of Utah Code Section 54-3-27, as amended, except that if a public utility damages facilities within the Easement Area that are owned by Grantor, the public utility will repair such damage and pay all costs related to such repair.

3. This Agreement does not grant to the public utilities the exclusive use of the Easement, and Grantor expressly reserves to itself and its invitees, licensees, guests, tenants, agents, servants, employees and their permitted users the right to use the Easement for all legal purposes which are not inconsistent with the Easement and its use by the public utility agencies, including without limitation constructing, installing, reconstructing, modifying, changing, adding to, operating, maintaining, and removing above-ground or underground telecommunications facilities, electrical and gas facilities and improvements, and other appurtenances, from time to time (collectively, the "Grantor Facilities") in the Easement Area which do not prevent reasonable access to the underground utilities in the Easement Area such as a building. Grantor reserves the exclusive right to use the Grantor Facilities and at no time will the utilities of a public utility be located within the existing or future conduits for or of the Grantor Facilities. Except for such times as it is necessary for the installation, reinstallation, repair or maintenance of the underground utilities, the public utilities will not obstruct, block access by, or interfere with the use of Grantor to the Grantor Facilities or Grantor's property.

4. The Easement is granted together with the right of access thereto, for the purpose of installation, reinstallation, repair, and maintenance of the underground utilities. However, except for such use of the surface for installation, repair, and maintenance of the utilities placed in the Easement Area, the surface mounting of a sectionalizer and transformer which are to serve Grantor, and manhole covers to provide access to the underground utilities, this easement shall not grant the public utilities any rights in and to the surface of the Easement Area. The public utilities will not disturb the Grantor Facilities now located or hereinafter placed within the Easement Area. The public utilities will not relocate the Grantor Facilities without Grantor's prior written consent and the cost of any relocation of the Grantor Facilities requested by any public utility will be paid by the public utility requesting such relocation.

5. Upon the completion of any work and improvements within the Easement Area, the public utility will restore the Easement Area to the same, or better, condition than existing immediately prior to such work or improvements. Such restoration may include, but not be limited to, re-asphalting, revegetating or relandscaping of the Easement Area.

6. This instrument may be executed in one or more counterparts, each of which will be deemed an

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original, but all of which, together, will constitute one and the same instrument.

WITNESS the execution hereof this 30 day of January, 2009.

Qwest Corporation, a Colorado corporation

Larae Dodson
By: Larae D. Dodson
Its: Director - Real Estate

AT&T Communications of the Mountain States, Inc., a Colorado corporation

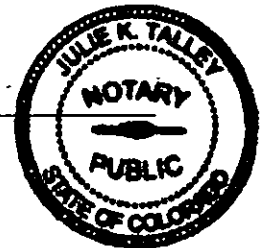
By: _____
Its: _____

STATE OF Colorado)
COUNTY OF Denver) :SS

On this 30th day of January, 2009, personally appeared before me Larae Dodson whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he/she is the Dir - Real Estate of Qwest Corporation, a Colorado corporation and that said document was signed by him/her in behalf of said corporation, and he/she acknowledged to me that said corporation executed the same.

[SEAL]

Julie K. Talley
Notary Public



My Commission Expires Sept. 8, 2012

STATE OF _____)
COUNTY OF _____) :SS

On this ____ day of January, 2009, personally appeared before me _____, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he/she is the _____ of AT&T Communications of the Mountain States, Inc., a Colorado corporation and that said document was signed by him/her on behalf of said corporation, and he/she acknowledged to me that said corporation executed the same.

[SEAL]

Notary Public

Exhibit A-1

Easement Area

A parcel of land, to be set aside as a 10-foot Public Utility Easement, situate in the Southeast Quarter of Section 1, Township 7 South, Range 2 East, Salt Lake Base and Meridian, being a portion of Block 29, Plat "B", Provo City Survey, more particularly described as follows:

Beginning at a point which is located North 0°59'03" West 1534.92 feet along the Section line and West 356.06 feet from the Southeast Corner of Section 1, Township 7 South, Range 2 East, Salt Lake Base and Meridian, and running:

thence South 0°12'52" West 186.57 feet to the wall face of an existing building;
thence North 89°22'53" West 10.00 feet along the face of said wall;
thence North 0°12'52" East 186.50 feet;
thence South 89°47'22" East 10.00 feet to the Point of Beginning.

Parcel contains: 1,865 square feet or 0.04 acres.

Easement Area

