

WHEN RECORDED MAIL TO:
Block 29 Developers, L.L.C.
One East Center Street, Suite 300
Provo, Utah 84606

ENT 11135:2009 PG 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

Block 29 Developers, L.L.C., a Utah limited liability company ("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 (collectively, "Grantee").

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 installing, locating and operating Grantor's facilities and improvements in the Easement Area, which do not prevent reasonable access to the underground utilities in the Easement Area such as a building. 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 its facilities or 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 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 Grantor's facilities now located or hereinafter placed within the Easement Area. The public utilities will not relocate the facilities of Grantor without Grantor's prior written consent and the cost of any relocation of Grantor's facilities requested by any public utility will be paid by the public utility requesting such relocation.

5. By acceptance of this easement, Grantee covenants, acknowledges and agrees to the provisions herein. Additionally, Grantor grants to Qwest Corporation and AT&T Communications of the Mountain States, Inc., their successors and assigns (collectively, the "Service Providers"), a non-exclusive utility easement over, upon, under, across and through the Easement Area for constructing, installing, reconstructing, modifying, changing, adding to, operating, and maintaining underground telecommunication facilities, and improvements and other appurtenances from time to time (collectively, the "Service Provider Facilities"), in the Easement. Grantee covenants and agrees that at no time will the utilities of a public utility be located within the existing or future conduits for or of the Service Provider Facilities. Except for such times as it is necessary for the installation, reinstallation, repair or maintenance of the Grantee's underground utilities, the public utilities will not obstruct, block access by or interfere with the use by the Service Providers of the Service Provider Facilities. The public utilities will not disturb the Service Provider Facilities now or hereafter placed in

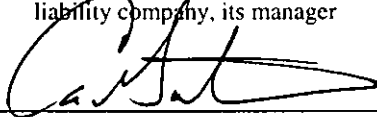
the Easement Area. The public utilities will not relocate the Service Provider Facilities without Service Provider's prior written consent and the cost of any relocation of the Service Provider Facilities requested by any public utility will be paid by the public utility requesting such relocation.

6. 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.

WITNESS the execution hereof this 7th day of January, 2009.

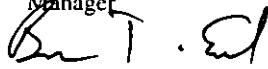
Block 29 Developers, L.L.C., a Utah limited liability company

By: PEG Development, L.L.C., a Utah limited liability company, its manager



By: Cameron S. Gunter
Its: manager

By: Earl Corporation, a Utah corporation
Manager

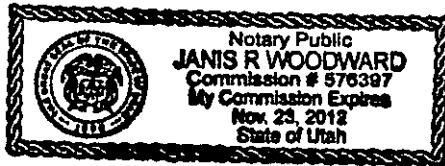


By: Bruce T. Earl
Its: President

STATE OF UTAH)
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COUNTY OF UTAH)

On the 7th day of January, 2009, personally appeared before me Cameron S. Gunter, manager of PEG Development, L.L.C., a Utah limited liability company who represented to me that he is manager of PEG Development, L.L.C., a Utah limited liability company, which is a manager of Block 29 Developers, LLC, a Utah limited liability company, the signer of the above instrument, who duly acknowledged to me that he executed the within and foregoing instrument on behalf of said limited liability company.

[SEAL]



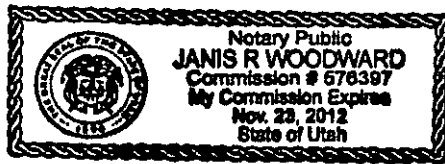
Janis R Woodward

Notary Public

STATE OF UTAH)
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COUNTY OF UTAH)

On the 7th day of January, 2009, personally appeared before me Bruce T. Earl, 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 is the President of Earl Corporation, a Utah Corporation, a Manager of Block 29 Developers, LLC, a Utah limited liability company and that said document was signed by him on behalf of said corporation and limited liability company, and acknowledged to me that said corporation and limited liability company executed the same.

[SEAL]



Janis R Woodward

Notary Public

Exhibit AEasement 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 on the south line of 200 North Street, which is located North 0°59'03" West 1615.14 feet along the Section line and West 164.11 feet to the Northeast Corner of said Block 29, and North 89°40'19" West 190.28 feet along the south line of said 200 North Street 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 81.30 feet;
 thence North 89°47'22" West 10.00 feet;
 thence North 0°12'52" East 81.32 feet to the south line of said 200 North Street;
 thence South 89°40'19" East 10.00 feet along said south line to the Point of Beginning.

Parcel contains: 813 square feet or 0.02 acres.

AND

A parcel of land, to be set aside as an Easement, in favor of Qwest, 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 the southeast boundary corner of the Block 29 Developers' property, which is located North 0°59'03" West 1318.12 feet along the Section line and West 403.57 feet from the Southeast Corner of Section 1, Township 7 South, Range 2 East, Salt Lake Base and Meridian, and running:

thence North 89°39'51" West 11.78 feet along the south line of said Block 29 Developers' property;
 thence North 0°19'41" East 35.60 feet to the future south wall of the Block 29 Developers' parking structure;
 thence South 89°35'23" East 44.68 feet along and past the end of the south wall of said future parking structure to the east line boundary line of said Block 29 Developers' property;
 thence South 0°12'52" West 4.55 feet along said east line to the southeast corner of said Block 29 Developers' property;
 thence North 89°38'32" West 32.91 feet along the south line of said Block 29 Developers' property to a corner thereof;
 thence South 0°19'41" West 31.00 feet along the east boundary of said Block 29 Developers' property to the Point of Beginning.

Parcel contains: 569 square feet or 0.01 acres.

Exhibit A-2

Owner/Public Utility Easement

