

WHEN RECORDED MAIL TO:

Earl Corporation  
c/o David Jeffs  
Jeffs & Jeffs PC  
P.O. Box 888  
Provo, UT 84603

ENT 11136:2009 PG 1 of 4  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2009 Feb 03 4:15 pm FEE 16.00 BY SW  
RECORDED FOR JEFFS & JEFFS ATTYS

**UTILITY EASEMENT DEDICATION**

Earl Corporation as, grantor(s), of Utah County, State of Utah ("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 below (the "Easement Area") 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").

A parcel of land, to be set aside as a 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 boundary line of the Block 29 Developers' property, which is located North 0°59'03" West 1318.13 feet along the Section line and West 405.35 feet from the Southeast Corner of Section 1, Township 7 South, Range 2 East, Salt Lake Base and Meridian, and running:

thence South 0°19'41" West 75.50 feet along the west line of the Qwest property;  
thence North 89°39'51" West 10.00 feet;  
thence North 0°19'41" East 75.50 feet to the south line of said Block 29 Developers' property;  
thence South 89°39'51" East 10.0 feet along said south line to the Point of Beginning.

Parcel contains: 755 square feet or 0.02 acres.

SUBJECT TO easements, rights of way, restrictions and reservations, whether or not appearing of record.

SUBJECT TO Utah law regarding Public Utility easements, including without limitation the provisions of Utah Code Section 54-3-27, as amended.

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. 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.

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 the constructing, installing, reconstructing, modifying, changing, adding to, operating, maintaining of 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 9<sup>th</sup> day of January, 2009.

Earl Corporation

By: Bruce T. Earl  
Bruce T. Earl, President

WITNESS the execution hereof this 9<sup>th</sup> day of January, 2009.

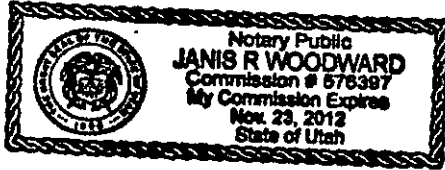
Earl Corporation

By: Renee J. Earl  
Renee Earl, Secretary

STATE OF Utah )  
 ) ss.  
COUNTY OF Utah )

On the 9<sup>th</sup> day of January, 2009, personally appeared before me Bruce T. Earl, as President of Earl Corporation, the signer(s) of the foregoing instrument, who duly acknowledged to me that he executed the same.

[SEAL]

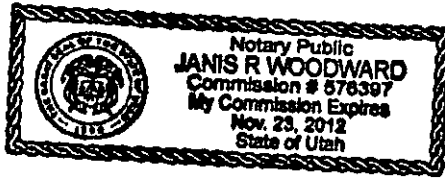


*Janis R Woodward*  
Notary Public

STATE OF Utah )  
 ) ss.  
COUNTY OF Utah )

On the 9<sup>th</sup> day of January, 2009, personally appeared before me Renee Earl, as Secretary of Earl Corporation, the signer(s) of the foregoing instrument, who duly acknowledged to me that she executed the same.

[SEAL]



*Janis R Woodward*  
Notary Public

Exhibit A

Easement Area

