

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated this 21 day of January, 2009 by and between **Comcast of Utah II, Inc.**, its successors and assigns, hereinafter referred to as "Grantee" and **Eastview Management Association** hereinafter referred to as "Grantor".

Grantor and Grantee are parties to a Services Agreement dated January 21, 2009, pursuant to which Grantee provides certain broadband communications services to the Property described below.

In consideration of One Dollar (\$1.00), Grantor(s), Association(s) of the Property described below, hereby grant(s) to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Property") located in County of SALT LAKE, State of Utah described as follows:

LEGAL DESCRIPTION:

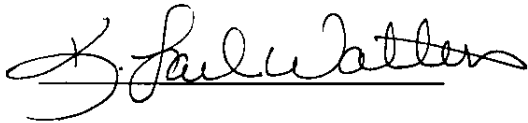
(See Attached)

Grantor(s) agree for themselves and their heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Company Wiring and shall have free access to said Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This easement shall run with the land for so long as Grantee, its successors or assigns provides broadband service to the Premises.

10763924
07/28/2009 03:23 PM \$251.00
Book - 9749 Pg - 7981-7985
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
COMCAST MDU DEPT
9602 S 300 W
SANDY UT 84065
BY: ZJM, DEPUTY - WI 5 P.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

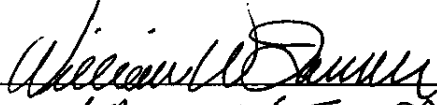
WITNESS/ATTEST:



ATTEST:

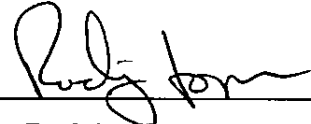
GRANTOR:

Eastview Management Association

By: 
Name: WILLIAM W. TANNER
Title: President - TFE

GRANTEE:

Comcast of Utah II, Inc.


By: 
Name **Rodrigo Lopez**
Title: **Market Vice President**



STATE OF Utah)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 21 day of January, 2009 by William W Tanner, the President of Eastview Management Association, on behalf of said entity. He/she is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.


K. Lael Walters Notary Public
(Print Name)

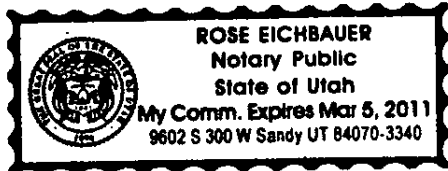
My commission expires: 05-04-2011

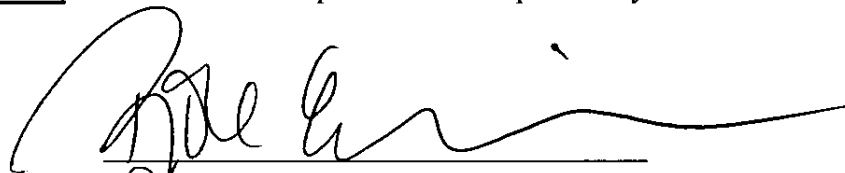


STATE OF Utah)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 6 day of Feb, 2009 by Rodrigo Lopez, of Comcast of Utah II, Inc., on behalf of the corporation. He is personally known to me and did not take an oath.

Witness my hand and official seal.




Rose Eichbauer Notary Public
(Print Name)

My Commission expires: 3-5-11

LEGAL DESCRIPTION

Parcel #'s of Condominiums

22-08-186-002 thru -127

22-08-254-001 thru -107

Three Fountains East, Phase One

Beginning at a point on the East line of Ninth East Street at a point which is North 3.76 feet and West 730.55 feet from the center of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and said point of beginning also being North 18 degrees 53' 30" East 373.01 feet to a point of a 1482.40 foot radius curve to the left, the center of which is North 73 degrees 46' 41" West 1482.40 feet; thence North Westerly along the arc of said curve 69.06 feet to the Southwest corner of Lot 10, amended plat of Huffaker Subdivision; thence East along the South line of the amended plat of Huffaker Subdivision and Huffaker Subdivision 979.33 feet; thence South 3 degrees 57' 30" East 60.605 feet; thence South 20 degrees 00' West 54.27 feet to a point of 50.00 foot radius curve to the right; thence South Westerly along the arc of said curve 43.41 feet; thence South 69 degrees 45' West 85.80 feet; thence south 18 degrees 53' 30" West 142.72 feet; thence North 88 degrees 00' West 835.995 feet; thence North 25.00 feet; thence North 2 degrees 33' West 163.00 feet; thence North 66 degrees 24' 15" West 58.72 feet; thence South 86 degrees 11' 20" West 95.60 feet; to the point of beginning. (Contains 19.403 acres)

Three Fountains East, Phase Two

Beginning at a point South 234.61 feet and East 382.38 feet from the center of Section 8, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running North 2 degrees 00' East 172.29 feet; thence North 69 degrees 45' East 61.03 feet; thence North 20 degrees 15' West 20.00 feet; thence North 69 degrees 45' East 111.27 feet to a point of a 50.00 foot radius curve to the left, the radius point of which is North 20 degrees 15' West 50.00 feet; thence Northeasterly along the arc of said curve 43.41 feet; thence; thence North 20 degrees 15' West 431.04 feet; thence North 3 degrees 57' 30" West 22.985 feet; thence East 50.12 feet; to the Southwest corner of Lot 19 Huffaker Subdivision; thence North 85 degrees 08' East 255.42 feet; thence South 14 degrees 40' East 716.01 feet; thence South 25 degrees 10' East 56.19 feet; thence North 88 degrees 00' West 263.135 feet to the point of beginning. (Contains 7.09 Acres)

Maintenance Building Area Addition to Common Area

Beginning at a point South 230.39 feet and East 261.59 feet from the center of Section 8, Township Two South Range one East, Salt Lake Base and Meridian, and running thence North 18 degrees 53'30" East 81 .56 feet; thence South 71 degrees 06' 30" East 27.84 feet; thence South 88 degrees 00' East 11. 10 feet; thence South 2 degrees 00' West 10.25 feet; thence South 88 degrees 00' East 3.00 feet; thence South 2 degrees 00' West 24.00 feet; thence North 88 degrees 00' West 3.00 feet; thence South 2 degrees West 35.70 feet; thence North 88 degrees 00' West

BK 9646 PG 7779

61.44 feet to the point of Beginning.

Contains 0.085 Acres

Subject of a 15.00 foot Right-of-way described as follows:

Beginning at a point South 220.06 feet and East 265.13 feet from the center of Section 8, Township Two South Range one East, Salt Lake Base and Meridian, and running thence North 18 degrees 53'30" East 15.68 feet; thence South 88 degrees 00' thence East 53.71 feet; thence South 2 degrees 00' West 15.00 feet; thence North 88 degrees 00' West 58.26 feet to the point of beginning.

~~BK 9618 PG 7774~~