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GAFRY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
COMCAST
ATTN: MDU
9602 S 300 W
SANDY UT 84070
BY: ZJM, DEPUTY - WI 4 P.

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated this 5th day of June, 2009 by and between Comcast of Utah II, Inc., its successors and assigns, hereinafter referred to as "Grantee" and Monte Vista Manufactured Home Community, LLC., hereinafter referred to as "Grantor".

Grantor and Grantee are parties to a Services Agreement dated $\sqrt{\text{unc } S^{rk}}$, 2009, pursuant to which Grantee provides certain broadband communications services to the Property described below.

In consideration of One Dollar (\$1.00), Grantor(s), owner(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.

	GRANTOR
WITNESS/ATTEST:	Monte Vista Manufactured Home Community, LLC.
Name:	By: <u>Jacque Barhol</u> Name: <u>Valaghen Barker</u> Title: <u>Managung Bartkar</u>
	GRANTEE
ATTEST:	Comcast of Utah II, Inc.
Name:	By:
	CON Qu

STATE OF UTAH)
COUNTY OF Salt Lake) ss.
The foregoing instrument was acknowledged before me this
Witness my hand and official seal.
My commission expires: WILLIAM BARRETT WILLSON Notary Public State of Utah My Commission Expires July 6, 2011 Commission #570189
COUNTY OF Saltake) ss.
The foregoing instrument was acknowledged before me this 2ψ day of $\Delta u \psi + 2009$ by Rodrigo Lopez, of Comcast of Utah II, Inc., on behalf of said entity. He is personally known to me or has presented (type of identification) as identification and did not take an oath.
Witness my hand and official seal.
ROSE EICHBAUER Notary Public State of Utah My Comm. Expires Mar 5, 2011 9602 8 300 W Sendy UT 84070-3340 My Commission expires: 3 c C and a commission expir

Legal Description: COM S 1 DEG 0' 0" W 240 FT & S 88 DEG 46' 0" E 1200.2 FT FR NE COR. BLK 12, PLAT C, PROVO CITY SURVEY; S 88 DEG 46' 0" E 224.54 FT; ALONG A CURVE TO L (CHORD BEARS: S 12 DEG 41' 50" E 206.02 FT, RADIUS = 1176.94 FT); ALONG A CURVE TO R (CHORD BEARS: S 14 DEG 30' 0" E 125.55 FT, RADIUS = 1118.15 FT); S 86 DEG 9' 0" W 308 FT; N 1 DEG 0' 0" E 347.7 FT TO BEG. AREA 2.033 AC.