

GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated May 1, 2016, is made by and between Comcast of California/Massachusetts/Michigan/Utah, LLC, with an address of, 8000 E Iliff Ave, Denver CO 80231 its successors and assigns, hereinafter referred to as "Grantee" and Oakwood Homes of Utah LLC, with an address of 206 E Winchester St _____, Murray, UT 84107 hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to a(n) Installation and Services Agreement dated May 1, 2016, pursuant to which the Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar (\$1.00), the Grantor(s), owner(s) of the Premises described below, hereby grant(s) to the Grantee, its successors and assigns, a non-exclusive 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 "Premises") located at 400 South 740 East _____, American Fork, UT 84003 in Utah County, Utah described as follows:

LEGAL DESCRIPTION:

(See Attached)


The Grantor(s) agree(s) for itself and its 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 the Grantee, its successors or assigns provides broadband service to the Premises.

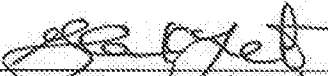
IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR

WITNESS/ATTEST:

Oakwood Homes of Utah LLC

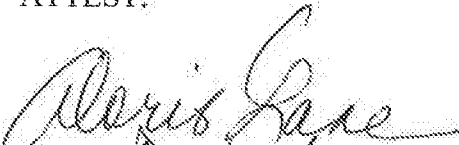

Name: Rachel Morris

By: 
Name: Glen K. Lewis
Title: VP of Land

GRANTEE

ATTEST:

Comcast of California/Massachusetts/Michigan/Utah, LLC


Name: Paris Gape

By: 
Name: Richard C. Jennings
Title: Regional Senior Vice President, Cable Management



STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 8th day of April, 2016 by Glen Lent, the VP of Land of Oakwood Homes of Utah LLC, on behalf of said entity. He/she is personally known to me or has presented Driver's License (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

Rachel M. Morris
Rachel Morris Notary Public
(Print Name)

My commission expires: 10/21/2016

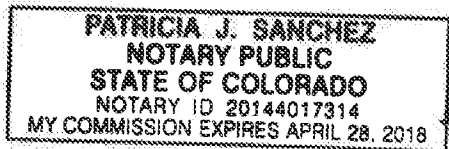
STATE OF Colorado)
) ss.
COUNTY OF Windsor)

The foregoing instrument was acknowledged before me this 5th day of July, 2016 by Richard C. Jennings, the Regional Senior Vice President, Cable Management of Comcast of California/Massachusetts/Michigan/Utah, LLC, 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.

Patricia Sanchez
PATRICIA SANCHEZ Notary Public
(Print Name)

My Commission expires: 4/28/18



LEGAL DESCRIPTION:

WARRANTY DEED - ENTRY 41931:2003

A PART OF AN ENTIRE TRACT OF LAND SITUATED IN THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARY OF SAID TRACT IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 1254.19 FEET WEST AND 13.89 FEET NORTH FROM THE EAST QUARTER CORNER OF SAID SECTION 24; THENCE S2°22'06"W 958.82 FEET TO A POINT IN A FENCE LINE; THENCE N89°51'41"W 831.88 FEET ALONG SAID FENCE LINE TO A CEDAR FENCE POST; THENCE N00°00'18"W 375.54 FEET ALONG A FENCE LINE; THENCE N00°48'18"E 442.14 FEET ALONG SAID FENCE TO THE SOUTH BOUNDARY LINE OF THE JOHN L. HANSEN PROPERTY, ENTRY NO. 7383 BOOK 2585 PAGE 291 RECORDED IN THE UTAH COUNTY RECORDERS OFFICE; THENCE EAST 478.88 FEET ALONG SAID SOUTH BOUNDARY LINE TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 163.94 FEET ALONG THE EAST BOUNDARY LINE OF SAID PROPERTY.; THENCE S70°30'00"E 32.73 FEET; THENCE S5°00'00"E 7.52 FEET TO A POINT IN AN EXTENDED FENCE LINE; THENCE S88°50'43"E 355.90 FEET ALONG SAID FENCE LINE TO THE POINT OF BEGINNING.

CONTAINING 17.188 ACRES, MORE OR LESS.