

RECORDING REQUESTED BY:
 FOXBORO TERRACE ASSOCIATES, L C

AND WHEN RECORDED MAIL TO:
 FOXBORO TERRACE ASSOCIATES, L C
 139 E South Temple, Suite 310
 Salt Lake City, Utah 84111

E 2114801 B 3893 P 184-186
 RICHARD T. MAUGHAN
 DAVIS COUNTY, UTAH RECORDER
 10/18/2005 08:16 AM
 FEE \$14.00 Pgs: 3
 DEP RT REC'D FOR POOLE & ASSOC L C

01-305-0107

GRANT OF NON-EXCLUSIVE EASEMENT

This Grant of Non-Exclusive Easement (the "Easement") dated this 19th day of January, 2005, by and between **COMCAST OF UTAH II, INC.**, a Louisiana corporation, its successors and assigns, hereinafter referred to as "Grantee", whose address is 9602 South 300 West, Sandy UT 84070 and **FOXBORO TERRACE ASSOCIATES, L.C.**, a Utah limited liability company, its successors and assigns, hereinafter referred to as "Grantor", whose address is ~~139 E. South Temple, Suite 310, Salt Lake City, UT 84111.~~ *Salt Lake, UT 84054* *925 West 100 North, Suite F, North*

Grantor and Grantee are parties to a Service Agreement dated January 19, 2005, pursuant to which Grantee will provide or provides certain broadband communications services to the Property described below.

In consideration of One Dollar (\$1.00), Grantor, owner of the Property described below, hereby grants to 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 "System") 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 the County of Davis, State of Utah described as follows:

LEGAL DESCRIPTION OF THE PROPERTY

Lot 107A, Foxboro Plat 1A Amended, according to the Official Plat thereof on file and of record in the Davis County Recorder's Office.

Grantor agrees for themselves and their heirs and assigns that the System on the Property 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 or according to the terms and conditions of the Service Agreement. 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 System and shall have free access to said System 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 Property 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, landscaping and other improvements so removed by it and restore the area, landscaping and other improvements to as near the same condition as it was prior to such excavation as is practical.

-RECORDER'S MEMO-
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN RECEIVED

pc

This non-exclusive easement shall be effective for so long as Grantee, its successors or assigns provides broadband communications services to the Property pursuant to the terms and conditions of the Service Agreement. Upon the termination of the Service Agreement, this non-exclusive easement shall expire.

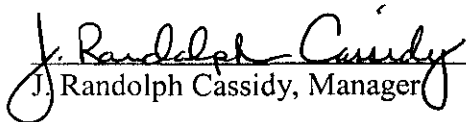
Executed this 19th day of January, 2005.

GRANTOR:

FOXBORO TERRACE ASSOCIATES, L.C.,
a Utah limited liability company

By its Manager,

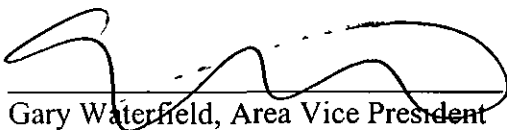
FOXBORO TERRACE MANAGEMENT, L.C.,
a Utah limited liability company

By  _____
J. Randolph Cassidy, Manager

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GRANTEE:

COMCAST OF UTAH II, INC.,
a Louisiana corporation

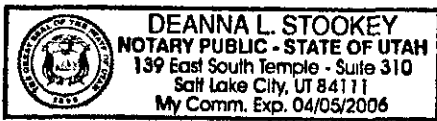
By:  _____
Gary Waterfield, Area Vice President

JRC

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 19th day of January, 2005, personally appeared before me **J. Randolph Cassidy**, Manager of **FOXBORO TERRACE MANAGEMENT, L.C.**, a Utah limited liability company, as Manager of **FOXBORO TERRACE ASSOCIATES, L.C.**, a Utah limited liability company, the signer of the within instrument, who duly acknowledged to me that **FOXBORO TERRACE ASSOCIATES, L.C.**, executed the same.

Witness my hand and official seal.



Deanna L. Stookey
Notary Public
Residing at: _____

My Commission expires: _____

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

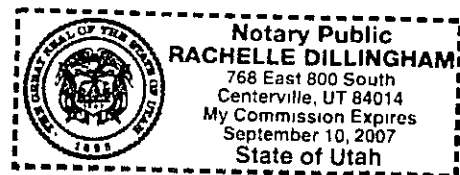
On the 31st day of January, 2005, personally appeared before me **Gary Waterfield**, Area Manager of **COMCAST OF UTAH II, INC.**, a Louisiana corporation, the signer of the within instrument and on behalf of the corporation, who duly acknowledged to me that **COMCAST OF UTAH II, INC.**, executed the same.

Witness my hand and official seal

[Signature]

Notary Public
Residing at: _____

My Commission expires 9/10/07



RC