


NON-EXCLUSIVE EASEMENT AGREEMENT

MMA, LLC ("Property Owner"), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto Qwest Broadband Services, Inc., a Delaware corporation ("BSI"), whose address is 1801 California St., Suite 5200, Denver, CO 80202, and its successors, assigns, affiliates, lessees, licensees, and agents, a non-exclusive utility easement ("Easement") to construct, reconstruct, modify, change, add to, operate, maintain, and remove broadband equipment, electrical facilities, and other appurtenances, from time to time, as BSI may require upon, over, under and across the following described property situated in the County of Salt Lake, State of Utah, which Property Owner owns or in which Property Owner has an interest (the "Easement Area"):

1. Property. The property commonly known as Monarch Meadows, and having a legal description of [Full Legal Description] is the subject of this Easement.
2. Property Owner conveys reasonable access to the Easement Area, with right of ingress and egress, so that BSI may market and provide the broadband services and install, maintain, service, disconnect, operate and remove its broadband equipment in connection with the broadband services, all in accordance with the Qwest Marketing & Services Agreement entered into between the Parties (the "Qwest Marketing Agreement").
3. BSI will indemnify Property Owner for all damages caused to Property Owner as a result of BSI's exercise of the rights and privileges herein granted. BSI will have no responsibility for pre-existing environmental contamination or liabilities or those not caused by BSI.
4. Property Owner covenants that Property Owner is the fee simple owner of the Easement Area or has an interest in the Easement Area. Property Owner will warrant and defend title to the Easement Area against all claims.
5. Binding. It is the intent of Property Owner and BSI that the provisions and covenants contained in the Agreement will touch, concern and run with the land and will bind the respective successors and heirs of the parties during the term of this Easement.
6. Recordation. It is the intent of Property Owner and BSI that this Easement be signed and notarized by the appropriate individuals and properly recorded in the real property records of the county where the Property is located.
7. Term. This Easement is effective as of the latest date signed by both parties and will remain in full force and effect for so long as BSI (or its successors and heirs) maintains its broadband equipment at the Property and provides the broadband services and the Property remains a multi-tenant residential community. ("Easement Terms").


MMA, LLC



 Authorized Signature
Boyd W. Anderson
 Name Typed or Printed
President Monarch
 Title (must be VP level or above)

 Date 4 6 9

Qwest Broadband Services, Inc.



 Authorized Signature
James Vogel
 Name Typed or Printed
Vice President Sales
 Title (must be VP level or above)

 Date 4/13/09

ALL SIGNATURES ON THIS EXHIBIT MUST BE VICE PRESIDENT LEVEL OR ABOVE AND MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

10809555
 10/02/2009 11:40 AM \$14.00
 Book - 9768 Pg - 640-642
GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 QWEST
 CAROL MCELROY
 1801 CALIFORNIA ST STE 5200
 DENVER CO 80202
 BY: ZJM, DEPUTY - MI 3 P.

STATE OF UTAH)

) ss.

COUNTY OF SALT LAKE)

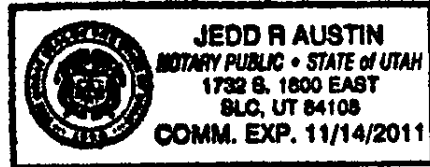
This instrument was acknowledged before me, a notary public in and for said County and State, appeared ~~And~~^{Boyd} known to me to be the 6 of April, and executed the foregoing Easement Agreement on behalf of the MMA, LLC

Witness my hand and seal on this 6th day of April, 2009.

Jedd R. Austin
NOTARY PUBLIC

Jedd R. Austin
PRINTED NAME OF NOTARY PUBLIC

My commission Expires: 11-14-2011



Colorado
STATE OF ~~UTAH~~)
Denver
COUNTY OF ~~SALT LAKE~~)

) ss.

This instrument was acknowledged before me, a notary public in and for said County and State, appeared ~~Boyd~~^{Boyd} known to me to be the VP of Sals, and executed the foregoing Easement Agreement on behalf of the Corporation.

Witness my hand and seal on this 13 day of April, 2009.

Joan E. Randazzo
NOTARY PUBLIC

Joan E Randazzo
PRINTED NAME OF NOTARY PUBLIC

My commission Expires: April 22, 2011



My Commission Expires April 22, 2011

LEGAL DESCRIPTION

EXHIBIT "A" PROPERTY DESCRIPTION

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89°53'23" WEST ALONG THE SECTION LINE, 90.20 FEET AND SOUTH 00°06'37" WEST, 75.00 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 13°45'40" EAST, 394.63 FEET TO THE SECTION LINE; THENCE SOUTH 00°26'28" EAST ALONG SAID SECTION LINE 586.86 FEET; THENCE SOUTH 89°53'28" WEST 202.98 FEET; THENCE SOUTH 00°26'31" EAST 150.00 FEET; THENCE NORTH 89°59'11" WEST, 221.84 FEET; THENCE NORTH 65°28'31" WEST 112.79 FEET; THENCE NORTH 602.99 FEET; THENCE WEST, 63.05 FEET; THENCE NORTH 471.61 FEET; THENCE SOUTH 89°53'23" EAST, 490.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 583,232 SQUARE FEET OR 13.389 ACRES

TOGETHER WITH THE USE AND BENEFIT OF THOSE CERTAIN EASEMENT RIGHTS AS DISCLOSED BY THE ROAD EASEMENT CONSTRUCTION AND MAINTENANCE AGREEMENT DATED AUGUST 11, 2004 AND RECORDED AUGUST 12, 2004 AS ENTRY NO. 9144233 IN BOOK 9024 AT PAGE 9654 OF OFFICIAL RECORDS.

ALSO TOGETHER WITH USE AND BENEFIT OF THOSE CERTAIN EASEMENT RIGHTS AS DISCLOSED BY THE ROAD EASEMENT AGREEMENT DATED AUGUST 19, 2004 AND RECORDED AUGUST 25, 2004 AS ENTRY NO. 9155197 IN BOOK 9029 AT PAGE 6593 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ALL WATER RIGHTS, MINERALS, COAL, CARBONS, HYDROCARBONS, OIL, GAS, CHEMICAL ELEMENTS AND COMPOUNDS WHETHER IN SOLID OR LIQUID OR GASEOUS FORM AND ALL STEAM AND OTHER FORMS OF THERMAL ENERGY ON, IN OR UNDER SUBJECT PROPERTY WITHOUT SURFACE ENTRY EXCEPTED BY THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, A UTAH CORPORATION SOLE, IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED MAY 17, 2002 AS ENTRY NO. 8236851 IN BOOK 8599 PAGE 1168 OF OFFICIAL RECORDS.

BEING THE PROPOSED PLAT OF MONARCH MEADOWS PHASE 14.

PARCEL IDENTIFICATION NO. 32-01-225-007.