

WHEN RECORDED, RETURN TO:

PARSONS BEHLE & LATIMER
One Utah Center
201 South Main Street, Suite 1800
Salt Lake City, Utah 84111
Attention: Kerry L. Owens

Space above for County Recorder's Use

**ASSIGNMENT OF EASEMENT
(Hut 20)**

THIS ASSIGNMENT OF EASEMENT ("**Assignment**") is made effective as of July 22, 2013 (the "**Effective Date**"), by PROVO CITY CORPORATION, a Utah municipal corporation (together with its successors and assigns, the "**Assignor**"), having an address of 351 West Center Street, Provo, UT 84603, Attn: Mayor in favor of GOOGLE FIBER UTAH, LLC, a Utah limited liability company (together with its successors and assigns, the "**Assignee**"), having an address of c/o Google Fiber Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, Attn: General Manager.

RECITALS:

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated April 16, 2013 (the "**Purchase Agreement**"), as amended and supplemented, wherein Assignor agreed to sell and Assignee agreed to purchase certain assets of Assignor related to the Fiber-to-the-Premises communications network within the boundaries of Provo, Utah commonly known as iProvo.

B. Assignor owns certain easements and rights of way for telecommunication facilities, utility lines and related equipment (collectively, the "**Easements**") upon certain parcels of real property located in Utah County, Utah (collectively, the "**Easement Parcels**") as more particularly described on Exhibit A attached hereto and made a part hereof.

C. Pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee the Easements together with all of Assignor's right, title and interest in and to the Easement Parcels.

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, conveys and grants to Assignee the Easements and all right, title and interest of Assignor in and to the Easement Parcels. Assignor represents and warrants the Easements are free and clear of any liens, charges, claims or encumbrances arising by, through or under Assignor.

2. Repair of Adjacent Property; Indemnity. As a condition for this Assignment, Assignee agrees to repair any damage to the adjacent property caused by Assignee, its agents, employees, contractors, subcontractors, successors and assigns that arises out of the construction,

installation, removal, operation, or maintenance of Assignee's use of the Easements, and to indemnify, defend and hold Assignor harmless from and against all claims, damages, losses and liabilities, arising out of or resulting from personal injury or property damage, provided that any such claim, damage, loss and liability is caused in whole or in part by any intentional or negligent act or omission of Assignee, its employees, agents, contractors, subcontractors, successors and assigns.

3. Further Assurances. Assignor shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be necessary in order to complete and evidence the assignment, conveyance and transfer herein provided and to do all things as may be reasonably requested in order to carry out the intent and purpose of this Assignment.

4. No Third Party Beneficiaries. This Assignment is made solely and specifically among and for the benefit of the parties hereto and their successors and assigns, and no other person is to have any rights, interests, or claims hereunder or be entitled to any benefits under or on account of this Assignment as a third-party beneficiary or otherwise.

5. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns. All provisions of this Assignment, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns and successors of the parties.

6. Attorney's Fees. In the event of any litigation by a party to enforce the terms of this Assignment, the prevailing party in such litigation shall be entitled to receive from the other party payment of attorneys' fees incurred (whether before or after commencement of such litigation) by the prevailing party.

7. Authority. The execution, delivery, and performance of this Assignment has been duly authorized by all necessary action of Assignor, and when duly executed and delivered, will be a legal, valid and binding obligation, enforceable in accordance with its terms.

8. Governing Law. This Assignment shall be construed in accordance with and governed by the laws in the State of Utah.

9. Counterparts. This Assignment may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

PROVO CITY CORPORATION,
a Utah municipal corporation

By: *[Signature]*
John R. Curtis, as Mayor

Attest:
[Signature]
City Recorder

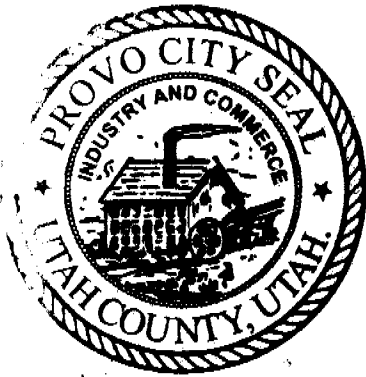
ASSIGNEE:

GOOGLE FIBER UTAH, LLC,
a Utah limited liability company, by
its Sole Member, GOOGLE FIBER
INC., a Delaware corporation

By: *[Signature]*

Name: Ken Yi

Title: CEO, President and Secretary



STATE OF UTAH)
 :SS
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 22nd day of July, 2013, by John R. Curtis, as Mayor of PROVO CITY CORPORATION, a Utah municipal corporation.

Barbara R. McFarland
NOTARY PUBLIC
Residing at: SL County UT

My Commission Expires:

6-29-17



~~STATE OF CALIFORNIA~~

~~COUNTY OF SANTA CLARA~~

~~The foregoing instrument was acknowledged before me this _____ day of July, 2013, by Ken Yi, as CEO, President and Secretary of GOOGLE FIBER INC., a Delaware corporation and Sole Member of GOOGLE FIBER UTAH, LLC, a Utah limited liability company.~~

~~_____
NOTARY PUBLIC
Residing at: _____~~

~~My Commission Expires:~~

~~_____~~

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara }

On 07/19/13 before me, Joanne Rauch, Notary Public
Date Here Insert Name and Title of the Officer

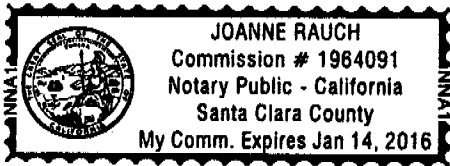
personally appeared Ken Yi
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Joanne Rauch
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

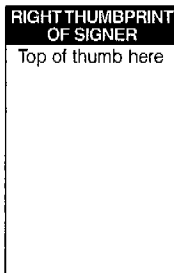
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

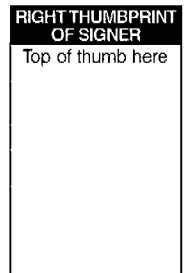
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

**EXHIBIT A
TO
ASSIGNMENT OF EASEMENTS
(Hut 20)**

(Description of Easement(s))

Telecommunications Distribution Shelter Easement dated December 11, 2008 by Smith's Food and Drug Center's Inc. in favor of Provo City Corporation, recorded with the Utah County Recorder's Office on December 30, 2008 as Entry No. 35322:2008, affecting real property located in Utah County, Utah more particularly described as:

A PARCEL OF LAND BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE NW¼ SW¼ OF SECTION 2, TOWNSHIP 7 SOUTH, RANGE 2 EAST, S.L.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF FORT UTAH CENTER SUBDIVISION, PLAT "A", WHICH POINT IS 1137.28 FEET S.00°30'53"E. ALONG THE SECTION LINE AND 885.34 FEET EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 2; AND RUNNING THENCE N.89°00'24"W. 35.01 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 2; THENCE N.00°16'56"W. 34.32 FEET; THENCE N.89°52'36"E. 35.00 FEET TO THE EASTERLY BOUNDARY LINE OF SAID FORT UTAH CENTER SUBDIVISION, SAID LINE ALSO BEING THE WESTERLY BOUNDARY LINE OF THE WEST PARK SUBDIVISION; THENCE S.00°16'56"E. 35.00 FEET ALONG SAID BOUNDARY LINE TO THE POINT OF BEGINNING, CONTAINING 1,213 SQUARE FEET IN AREA OR 0.028 ACRE.