

GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated July 1, 2015, is made by and between Comcast of Utah II, Inc., with an address of, 9602 S 300 W, Sandy UT 84070 its successors and assigns, hereinafter referred to as "Grantee" and Kensington Properties, LC, with an address of 273 N. East Capitol Street _____, Salt Lake City, UT 84103 hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to a(n) Installation and Services Agreement dated July 1, 2015, 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, 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 "Premises") located at 180 N. Main Street _____, Salt Lake City, UT 84111 in Salt Lake 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.

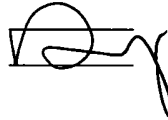
12236114
03/08/2016 10:53 AM \$16.00
Book - 10409 Pg - 3259-3262
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
COMCAST CABLE
3000 E ILIFF AVENUE
DENVER CO 80231
BY: TJA, DEPUTY - MA 4 P.


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:

Kensington Properties, LC





Name: Karna Hansen

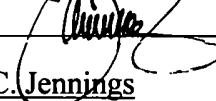
By: Representative of Sales
Name: Danae Moltrop
Title: President

GRANTEE

ATTEST:

Comcast of Utah II, Inc.


Name: Doris Lane

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 30 day of July, 2015 by Denae Mollerup, the property manager of Kensington Properties, LC, on behalf of said entity. He/she is personally known to me or has presented In Person (type of identification) as identification and did/did not take an oath. Witness my hand and official seal.

Karma Lynne Hanson
KARMA LYNNE HANSON Notary Public
(Print Name)

My commission expires: 4-4-2017



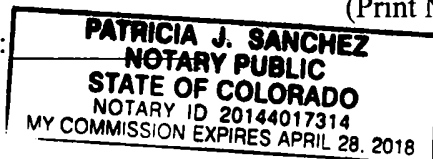
STATE OF Colorado)
) ss.
COUNTY OF Crapachee

The foregoing instrument was acknowledged before me this 23 day of November, 2015 by _____, the Regional Vice President of Comcast of Utah II, Inc., 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 J. Sanchez
PATRICIA J. SANCHEZ Notary Public
(Print Name)

My Commission expires:



The Kensington Apartments

Legal Description

09313090330000 Legal description

BEG NW COR LOT 5, BLK 93, PLAT A, SLC SUR; E 20 RDS; S 79 FT; E 20 FT; S 8 FT; E 29.5 FT; S 78 FT TO S LINE LOT 6; W 33 FT; N 8.25 FT; W 77.5 FT; N 8.25 FT; W 269 FT TO W LINE LOT 5; N 148.5 FT TO BEG.