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 02/09/2011 12:15 PM \$16.00  
 Book - 9904 Pg - 4949-4952  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 COMCAST  
 ATTN: MDJ  
 9602 S 300 W  
 SANDY UT 84070  
 BY: ZJM, DEPUTY - WI 4 P.

## GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated this \_\_\_ day of \_\_\_\_\_, 2009 by and between Comcast of California/Massachusetts/Michigan/Utah, Inc., its successors and assigns, hereinafter referred to as "Grantee" and McArthur Homes at Legacy Ranch Towns, LC, hereinafter referred to as "Grantor".

Grantor and Grantee are parties to an Installation and Services Agreement dated Oct. 8, 2009, pursuant to which Grantee provides certain broadband communications services to the Property described below.

In consideration of One Dollar (\$1.00), Grantor(s), owner(s) of the Property described below, hereby grant(s) to 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 "Property") located in County of Salt Lake, State of Utah described as follows:

LEGAL DESCRIPTION:

(See Attached)


Grantor(s) agree for themselves and their heirs and assigns that the Company Wiring 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. 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 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 so removed by it and restore the area to as near the same condition as it

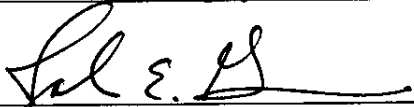
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DEVELOPER

McArthur Homes at Legacy Ranch Towns, LC

WITNESS/ATTEST

  
Name: RON McARTHUR

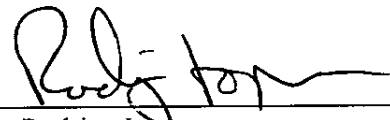
By:   
Name: JOHN E. GASSMAN  
Title: VICE - PRESIDENT, CONSTRUCTION

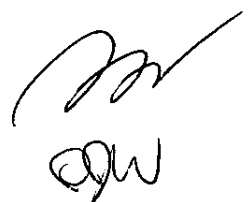
COMPANY

ATTEST:

Comcast of California/Massachusetts/Michigan/Utah, Inc.

\_\_\_\_\_  
Name: \_\_\_\_\_

By:   
Name: Rodrigo Lopez  
Title: Market Vice-President



STATE OF Utah )  
COUNTY OF Salt Lake ) ss.

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of October, 2009 by John E. Gassman, the Vice-President of McArthur Homes at Legacy Ranch Towns, LC, on behalf of said entity. He is personally known to me or has presented drivers license (type of identification) as identification and did/did not take an oath.



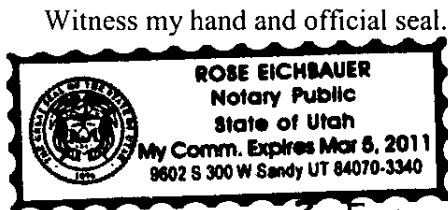
Witness my hand and official seal.

Karalee Kalikakis  
Karalee Kalikakis Notary Public  
(Print Name)

My commission expires: 10-22-2011

STATE OF Utah )  
COUNTY OF Salt Lake ) ss.

The foregoing instrument was acknowledged before me this 22 day of October, 2009 by Rodrigo Lopez, of Comcast of California/Massachusetts/Michigan/Utah, Inc., on behalf of said entity. He is personally known to me and did not take an oath.



My Commission expires: 3-5-11

Rose Eichbauer  
Rose Eichbauer Notary Public  
(Print Name)

Beginning at a point S00°08'29"E 47.32' feet along the Section Line and East 379.83 feet from the Northwest Corner of Section 30, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence S89°57'09"E 509.52 feet to the Westerly Right-of-Way Line of the Denver and Rio Grande Western Railroad; thence the following two (2) courses along said Westerly Right-of-Way Line: (1) S19°49'02"E 629.23 feet; (2) Southeasterly 197.77 feet along the arc of a 2587810.19 foot radius curve to the right, chord bears S19°04'40"E 197.77 feet; thence N89°57'09"W 573.30 feet to the Easterly Boundary Line of Brittany Condominiums Phase 7, as recorded in Book 99-7P at Page 189 and Amended in Book 2000P at Page 184 in the Salt Lake County Recorder's Office; thence N00°08'29"W 485.65 feet along said Easterly Boundary Line, and along the Easterly Boundary Lines of Brittany Condominiums Phase 6, as recorded in Book 99-7P at Page 188, and Brittany Condominiums Phase 5, as recorded in Book 99-7P at Page 187, in the Salt Lake County Recorder's Office, to the Northeasterly Boundary Corner of said Brittany Condominiums Phase 5; thence N89°57'09"W 212.27 feet along the Northerly Boundary Line of said Brittany Condominiums Phase 5; thence N00°08'29"W 293.00 feet to the point of beginning.

Contains; 401,925 SF or 9.227 acres