

WHEN RECORDED MAIL TO:

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

Space above for County Recorder's Use

GRANT OF EASEMENT
(Huts 5 and 6)

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PROVO CITY CORPORATION, a Utah municipal corporation, its successors and assigns (“**Grantor**”), whose address is 351 West Center, Provo, Utah 84601, hereby grants and conveys to GOOGLE FIBER UTAH, LLC, a Utah limited liability company, its successors and assigns (“**Grantee**”), having an address of c/o Google Fiber Inc., 1600 Amphitheatre Parkway, Mountain View, CA 94043, Attn: General Manager, a perpetual easement and right-of-way for the installation, operation, inspection, maintenance, repair, replacement, alteration, upgrade, protection and removal of telecommunications distribution shelter and associated power and communications distribution circuits (overhead and underground) and electronic equipment together with foundation, environmental controls, security, wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, and all necessary or desirable accessories and appurtenances thereto, on, over, across and under Grantor’s real property in Utah County, State of Utah, more particularly described on Exhibit A attached hereto and made a part hereof.

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including but not limited to, the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with Grantee’s use, occupation or enjoyment of this easement. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

The easement and rights set forth herein may be terminated if (a) the improvements are abandoned for a period of twenty-four (24) consecutive months (excluding events of force majeure) provided; however, that the improvements shall not be deemed abandoned as a result of maintenance, repairs, replacement or temporary shut-downs, and (b) Grantee fails within six (6) months of written notice by Grantor to undertake action to use the improvements.

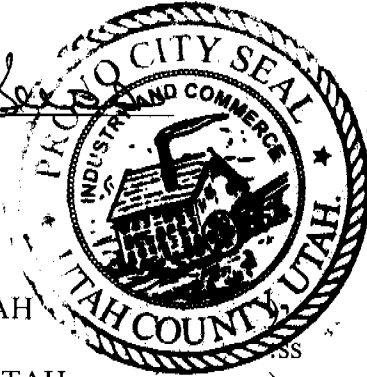
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has executed this instrument this 22 day of July, 2013.

ATTEST:

PROVO CITY CORPORATION

Jessie H. Lee
City Recorder



By: John R. Curtis
Title: Mayor

STATE OF UTAH
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



**EXHIBIT A
TO
GRANT OF EASEMENT
(Huts 5 and 6)**

(Legal Description of Property)

The real property referenced in the foregoing instrument is located in Utah County, Utah and is more particularly described as:

A parcel of land being part of an entire tract of property, situate in the NW¹/₄NE¹/₄ of Section 6, Township 7 South, Range 3 East, S.L.B.&M., more particularly described as follows:

Beginning at an existing fence post, which point is 298.45 feet S.00°42'16"E. (record 298.43 feet South) along the quarter section line and 1177.01 feet East (record 1180.68 feet East) from the North quarter corner of said Section 6; and running thence N.89°09'42"E. 15.00 feet along the north line of an existing concrete pad and extension thereof; thence S.00°41'33"E. 35.50 feet; thence S.89°09'42"W. 15.00 feet along the south line of said existing concrete pad and extension thereof to a point in an existing fence line; thence N.00°41'33"W. 35.50 feet along said existing fence line to the point of beginning, containing 532 square feet in area or 0.012 acre.