

GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated May 1, 2014, is made by and between Comcast of California/Massachusetts/Michigan/Utah, LLC, with an address of, 9602 South 300 West, Sandy UT 84070 its successors and assigns, hereinafter referred to as "Grantee" and Black Horse Run II Owners Association, with an address of 460 East 800 North PO Box 1006 , Orem ,UT 84059 hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to a(n) Services Agreement dated May 1, 2014, 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 1545 West 700 South 1500 West 700 South, Orem, UT 84058 in Utah County , Utah described as follows:

LEGAL DESCRIPTION:

(See Attached)

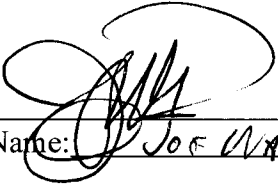
The Grantor(s) agree(s) for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and 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.

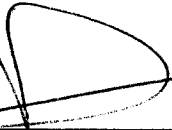
IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR

WITNESS/ATTEST:

Black Horse Run II Owners Association


Name: Joe Walters

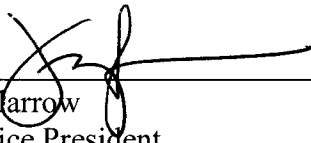
By: 
Name: David Shumway
Title: President

GRANTEE

ATTEST:

Comcast of California/Massachusetts/Michigan/Utah,
LLC


Name: _____

By: 
Name: Kyle McStarrow
Title: Regional Vice President

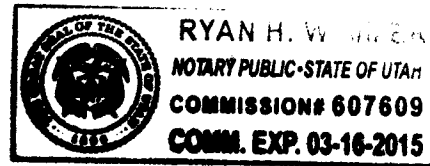
STATE OF UTAH)
) ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 12 day of MARCH, 2014 by DAVID SHUMWAY, the HOA PRESIDENT of Black Horse Run II Owners Association, 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.


Ryan Wimmer Notary Public
(Print Name)

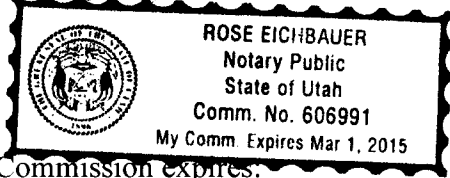
My commission expires: 3-16-2015



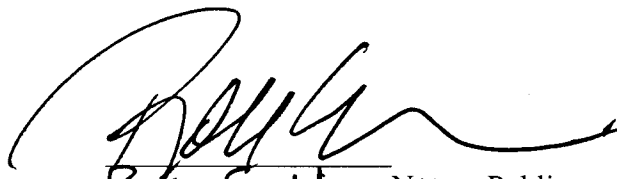
STATE OF Utah)
) ss.
COUNTY OF Saltlake)

The foregoing instrument was acknowledged before me this 8 day of May, 2014 by Kyle McSarrow, the Regional Vice President of Comcast of California/Massachusetts/Michigan/Utah, LLC, 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.



My Commission expires: _____


Rose Eichbauer Notary Public
(Print Name)

LEGAL DESCRIPTION

Orem, Utah County, Utah

Phase 1:

Commencing at a point located South $00^{\circ}30'05''$ East along the Section line 1818.53 feet and East 24.39 feet from the Northwest corner of Section 21, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along the Southerly boundary of Plat "F", Country Estates Subdivision as follows: North $89^{\circ}34'44''$ East 306.04 feet, South $38^{\circ}48'42''$ East 15.40 feet, South $57^{\circ}23'00''$ East 53.06 feet, South $89^{\circ}29'20''$ East 52.31 feet; thence South 294.32 feet; thence South $64^{\circ}03'54''$ West 270.34 feet; thence North $29^{\circ}45'26''$ West 29.85 feet; thence along the arc of a 1334.00 foot radius curve to the right 454.92 feet (chord bears North $19^{\circ}59'15''$ West 452.72 feet) to the point of beginning.

Area: 137,841 Sq. Ft. 3.16 Acres

Phase 2:

Commencing at a point located South $00^{\circ}30'05''$ East along the Section line 1857.35 feet and East 436.73 feet from the Northwest corner of Section 21, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South $89^{\circ}29'20''$ East along the Southerly boundary line of Plat "F", Country Estates Subdivision 33.17 feet; thence North $89^{\circ}41'34''$ East along the Southerly boundary line of Plat "F", Country Estates Subdivision 178.39 feet; thence South $00^{\circ}40'08''$ East along the Westerly boundary line of Plat "C", Country Estates Subdivision 264.44 feet; thence South $00^{\circ}15'09''$ East partially along the Westerly boundary line of Plat "C", Country Estates Subdivision 264.20 feet; thence South $89^{\circ}17'44''$ West 390.23 feet; thence North $29^{\circ}45'26''$ West 138.46 feet; thence North $64^{\circ}03'54''$ East 270.34 feet; thence North 294.32 feet to the point of beginning.

Area: 152,660 sq. ft. 3.50 acres