

GRANT OF EASEMENT

This Grant of Easement (the "Easement") dated this $\frac{1}{2}$ day of, 2011 by and between Comcast of Colorado VI, LLC, its successors and assigns, hereinafter referred to as "Grantee" and Vantage Point-Vail Condominium Association, Inc., hereinafter referred to as "Grantor".

Grantor and Grantee are parties to a Services Agreement dated 7/29, 2011, pursuant to which Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar (\$1.00), Grantor(s), owner(s) of the Premises 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 "Premises") located in County of Eagle, State of Colorado described as follows:

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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 remain in full force and effect until six (6) months after the expiration or earlier termination of the Services Agreement as such Services Agreement may be amended or supplemented.

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:

Vantage Point-Vail Condominium Association, Inc.

Name: Phil Holb

Title: President

GRANTEE

ATTEST:

Comcast of Colorado VI, LLC

Name: Richard C Jennings
Title: RVP Cable Management

STATE OF) COUNTY OF) ss.
COUNTY OF Eggle) ss.
The foregoing instrument was acknowledged before me this 29 day of July , 2011 by Phil Holbert, the President of Vantage Point-Vail Condominium Association, Inc., on behalf o said entity. He is personally known to me or has presented COL 92-076-857 /(type o identification) as identification and did/did not take an oath.
Witness my hand and official seal. Aren A Eyerch Notary Public (Print Name)
My commission expires: 10.25.2014
STATE OF Colondo)
STATE OF Colondo) ss. COUNTY OF Chapanoe)
The foregoing instrument was acknowledged before me this day of common, 2011 by Richard C Jennings, of Comcast of Colorado VI, LLC, on behalf of said entity. He is personally known to moor has presented (type of identification) as identification and did/did not take an oath.
Witness my hand and official seal.
MUSSAMCEIVOY Notary Public My Commission expires: 4510 MUSSAMCEIVOY NOTARY PUBLIC OF COLORBINATION OF COLORBINATIO

LEGAL DESCRIPTION

Vantage Point- Vail Condominiums 508 E Lionshead Circle Vail Colorado 81657

Lots 1 and 2 Lionshead First Filing Zone Commercial Corp 2