



RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Comcast of Utah II, Inc.  
8000 E. Iliff Ave.  
Denver, CO. 80231

E# 2785284 PG 1 OF 6  
Leann H. Kilts, WEBER COUNTY RECORDER  
29-Mar-16 1020 AM FEE \$21.00 DEP JC  
REC FOR: COMCAST CABLE - MILE HIGH REGION  
ELECTRONICALLY RECORDED

Attention: Contracts/BSG Manager

Documentary Transfer Tax: \$0. NO VALUE.  
No Consideration Based on Full Value. R&T  
Code §11911

\_\_\_\_\_  
Signature of Declarant  
On behalf of Comcast or its affiliates

APN: \_\_\_\_\_ (SPACE ABOVE FOR RECORDER'S USE)

**GRANT OF EASEMENT**



This Grant of Easement (the "Easement") is dated this 1<sup>st</sup> day of January, 2016, by and between Comcast of Utah II, Inc., its successors and permitted assigns, hereinafter referred to as "Grantee" or "Comcast" and CHERRY CREEK ASSET MANAGEMENT, LLC, hereinafter referred to as "Grantor" or "Owner".

Grantor and Grantee are parties to a Service Agreement of equal date herewith (the "Agreement") pursuant to which Grantee provides certain Services (as defined in the Agreement) to the Property described below.

In consideration of One Dollar (\$1.00), Grantor, owner of the Property described below, hereby grants and conveys to Grantee, its successors and permitted assigns, a non-exclusive easement 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 during the term of this easement a broadband communications system (hereinafter referred to as the "Company Wiring" as more specifically defined in the Agreement) at that certain real property (the "Property") located in the County of Weber, State of Utah, described as follows:

LEGAL DESCRIPTION:  
(See Attachment A)

Grantor agrees for itself and their heirs and assigns that the Company Wiring on the Property shall be and remain the personal property of the Grantee during the term of the Agreement and may not be altered, obstructed or removed without the express written consent of the Grantee except as set forth in the Agreement. Following the expiration or earlier termination of the Agreement, the disposition and removal of the Company Wiring shall be subject to the terms and conditions of the Agreement.

The parameters of the easement granted to Grantee are limited to only those areas of the Property occupied by the Company Wiring; provided that Grantee shall have reasonable rights of ingress and egress to the easement and other areas of the Property for the purpose of fulfilling its obligations under the Agreement.

Except in connection with an assignment of the Agreement per its terms and conditions or as otherwise set forth in the Agreement, Grantee may not otherwise assign or apportion or share the easement without Grantor's prior written consent at Grantor's sole discretion. This easement hereby replaces and supersedes any and all prior easements, memoranda of agreement or other recorded encumbrances between the parties (and/or their predecessor(s) in interest) with respect to the Property, all of which are hereby released of record. Specifically, this Easement replaces and supersedes that certain Grant of Easement dated June 8, 2006 by and between Comcast of Utah II, Inc. and Flagship Properties LTD II Grantor's predecessor in interest.


This easement automatically terminates upon the expiration (and non-renewal) or any earlier termination of the Agreement. Following the termination of this easement, the Grantee shall have a right to gain access to the Property for an additional ninety (90) day period for the purpose of exercising its removal rights as set forth in the Agreement; provided, however, that the Grantee will not be required to remove or abandon any facilities from the Property and the ninety (90) day removal period will be tolled if, and for as long as, Grantee has a right under applicable law to continue to provide any or all of the Service(s) to residents of the Property after the termination of this easement without first obtaining Grantor's consent.

Executed this 1<sup>st</sup> day of January, 2016.

**GRANTOR:**

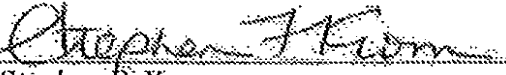
**CHERRY CREEK ASSET MANAGEMENT, LLC,**  
a Delaware limited liability company

By: Hamilton Zanze & Company,  
a California corporation

By:   
Name: Charles O'Connell Jr  
Title: CFO

**GRANTEE:**

**Comcast of Utah II, Inc.**

By:   
Name: Stephen F. Krom  
Title: SVP Sales and Marketing

# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

s.s.

On 1/8/2016 before me, Edwin F. Houtkooper - Notary Public  
Name of Notary Public, Title

personally appeared Charles O'Connell Jr  
Name of Signer (1)

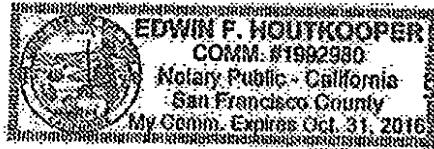
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Edwin F. Houtkooper  
Signature of Notary Public



Seal

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled for the purpose of Cherry Creek Apts  
Concord Agree - Grant of Easement  
containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) CEO Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information	
<b>Method of Signer Identification</b>	
Proved to me on the basis of satisfactory evidence:	
<input type="checkbox"/> form(s) of identification	<input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on:	
Page # _____	Entry # _____
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer	<input type="checkbox"/> Signer(s) Thumbprints(s)
<input type="checkbox"/>	_____

STATE OF Colorado )  
COUNTY OF Arapahoe ) ss.

The foregoing instrument was acknowledged before me this 29 day of February, 2016, by Stephen F. Krom, the SVP Sales and Marketing of Comcast of Utah II, Inc., on behalf of the \_\_\_\_\_, personally known to me and who did not take an oath.

Witness my hand and official seal.

Regina M Cunningham

Notary Public

Regina M Cunningham

My Commission Expires: 5/20/2016  
Acting in the County of Arapahoe

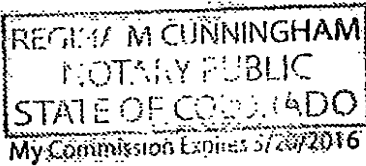


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A PART OF THE NORTH HALF OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 213.56 FEET NORTH 0°16' EAST ALONG THE QUARTER SECTION LINE AND 56.13 FEET WEST FROM THE CENTER OF SAID SECTION 13; AND RUNNING THENCE SOUTH 80°58'21" WEST 208.72 FEET TO THE PROJECTION OF AN EXISTING BOUNDARY LINE FENCE; THENCE NORTH 58°45'10" WEST 277.08 FEET AND NORTH 58°53'05" WEST 177.59 FEET ALONG AN EXISTING BOUNDARY LINE FENCE AND SAID FENCE LINE PROJECTED; THENCE NORTH 6°00'28" WEST 79.87 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 36.88 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 30.22 FEET (CENTRAL ANGLE EQUALS 46°57'16" AND LONG CHORD BEARS NORTH 29°29'06" WEST 29.38 FEET) TO A POINT OF TANGENCY; THENCE NORTH 52°57'44" WEST 54.55 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF STATE HIGHWAY FRONTAGE ROAD; THENCE NORTHEASTERLY ALONG THE ARC OF A 1095.92 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 530.66 FEET (CENTRAL ANGLE EQUALS 27°44'35" AND LONG CHORD BEARS NORTH 47°52'01" EAST 525.49 FEET); AND NORTH 74°41'01" EAST 358.47 FEET ALONG SAID SOUTHEASTERLY LINE OF THE STATE HIGHWAY FRONTAGE ROAD; THENCE SOUTH 0°06'14" WEST 231.66 FEET; THENCE SOUTH 19°30'59" WEST 95.65 FEET; THENCE SOUTH 7°25'19" WEST 172.77 FEET; THENCE SOUTH 3°45'08" WEST 295.33 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE RIGHT OF WAY AND EASEMENT AGREEMENT IN FAVOR OF LCD PROPERTIES, RECORDED APRIL 17, 1985 AS ENTRY NO. 935192 IN BOOK 1466, PAGE 146 OF OFFICIAL RECORDS AND RERECORDED SEPTEMBER 19, 1985 AS ENTRY NO. 948090 IN BOOK 1475, PAGE 2146, OF OFFICIAL RECORDS, AND IS DESCRIBED AS FOLLOWS: A 20.00 FOOT PERMANENT EASEMENT 10.0 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, ALONG WITH A 50.0 FOOT TEMPORARY CONSTRUCTION EASEMENT 25.0 FEET EITHER SIDE OF THE SAME CENTERLINE: BEGINNING AT A POINT NORTH 89°46' EAST 660.0 FEET AND NORTH 0°16' EAST 162.00 FEET FROM THE CENTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; RUNNING THENCE SOUTH 89°46' WEST 568.92 FEET; THENCE NORTH 3°45'08" EAST 334.23 FEET; THENCE NORTH 86°14'52" WEST 150.00 FEET.

TOGETHER WITH A GRANT OF EASEMENT AND RIGHT OF WAY AGREEMENT IN FAVOR OF IVORY AND COMPANY, A UTAH LIMITED PARTNERSHIP, RECORDED AUGUST 2, 1985 AS ENTRY NO. 943751 IN BOOK 1472, PAGE 1526 OF OFFICIAL RECORDS, AND IS DESCRIBED AS FOLLOWS: A 20.00 FOOT STRIP OF LAND 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT NORTH 89°46' EAST 660.0 FEET AND NORTH 0°16' EAST 162.00 FEET FROM THE CENTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; RUNNING THENCE NORTH 89°46' EAST 6.0 FEET TO THE WEST LINE OF THE VALLEY VIEW SUBDIVISION NO. 3, RIVERDALE CITY, WEBER COUNTY, UTAH.

08-557-0002-0005  
 08-571-0001-0006  
 08-125-80  
 CWM

pt- 08-493-0001-0010, 08-522-0001, 08-544-0001-0005  
 08-098-0041, 08-098-0068, 08-098-0071, 08-098-0072, 0073,  
 08-102-0021, 0022, 08-106-0003, 0008, 08-106-0026, 0027  
 08-106-0028, 0031, 08-112-0028, 08-116-0021, 0022  
 08-278-0001-0007, 08-320-0001, 0003, 0004, 0005  
 08-350-0001-0003, 08-353-0001-0013, 08-371-0001-0003