

12467097  
02/01/2017 09:44 AM \$16.00  
Book - 10525 Pg - 8992-8995  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
COMCAST MDU CONCIERGE  
BY: LHA, DEPUTY - WI 4 P.

GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated August 15, 2016, is made by and between Comcast of Utah II, Inc., with an address of, 8000 E Iliff Ave, Denver CO 80231 its successors and assigns, hereinafter referred to as "Grantee" and Townhomes at Highbury Commons Association, with an address of PO Box 5555 \_\_\_\_\_, Draper, Utah 84020 hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to a(n) Services Agreement dated August 15, 2016, 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, a non-exclusive 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 3000 S 5300 W \_\_\_\_\_, West Valley, UT 84119 in Salt Lake 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:

Townhomes at Highbury Commons Association

\_\_\_\_\_  
\_\_\_\_\_

*awidening*  
Name: *Ray W. [unclear]*

By: *[Signature]*  
Name: *JOHAN Bradley*  
Title: *Board Pres.*

GRANTEE

ATTEST:

Comcast of Utah II, Inc.

*[Signature]*  
Name: *Portia Lane*

By: *[Signature]*  
Name: Richard C. Jennings  
Title: Regional Senior Vice President, Cable Management

STATE OF Utah )  
COUNTY OF Salt Lake ) ss.

The foregoing instrument was acknowledged before me this 14 day of July, 2014 by JoAnn Bradley, the Board President of Townhomes at Highbury Commons Association, on behalf of said entity. He/she 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.

Nicole McIntosh  
Nicole McIntosh Notary Public  
(Print Name)

My commission expires: 06-05-2019



STATE OF Colorado )  
COUNTY OF Arapahoe ) ss.

The foregoing instrument was acknowledged before me this 11 day of August, 2016 by Richard C. Jennings, the Regional Senior Vice President, Cable Management of Comcast of Utah II, Inc., 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.

Maritza Kepfer  
Maritza Kepfer Notary Public  
(Print Name)

My Commission expires: 9.17.19



**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE**  
**THE TOWNHOMES AT Highbury Commons PROPERTY**

The Land described in the foregoing document as the The Townhomes at Highbury Commons is located in Salt Lake County, Utah and is described more particularly as follows:

**BOUNDARY DESCRIPTION**

All of Lot 1 of Highbury Commons at Lake Park, recorded as Entry No 977408J in Book 2006P at Page 185. Said Lot 1 being more particularly described as follows.

Beginning at a point  $S00^{\circ}06'35''E$  1143.98 feet along the Section Line and East 948.30 feet from the Northwest Corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian said point being also on the Southerly Right-of-Way Line of Highbury Parkway; and running thence along said Southerly Right-of-Way Line the following four (4) courses: (1)  $N89^{\circ}48'42''E$  168.33 feet, (2) Northeasterly 40.80 feet along the arc of a 112.50 foot radius curve to the left, chord bears  $N79^{\circ}25'23''E$  40.57 feet, (3) Southeasterly 59.88 feet along the arc of a 70.00 foot radius curve to the right, chord bears  $S86^{\circ}27'27''E$  58.08 feet, (4)  $S61^{\circ}56'57''E$  5.34 feet to the Westerly Right-of-Way Line of Daybury Drive; thence along said Westerly Right-of-Way Line the following four (4) courses: (1) Southeasterly 88.32 feet along the arc of a 112.50 foot radius curve to the right, chord bears  $S39^{\circ}27'35''E$  86.07 feet, (2) Southeasterly 70.34 feet along the arc of a 237.50 foot radius curve to the right, chord bears  $S08^{\circ}29'06''E$  70.09 feet, (3) South 1303.25 feet, (4) Southwesterly 31.38 feet along the arc of a 20.00 foot radius curve to the right, chord bears  $S44^{\circ}56'36''W$  28.26 feet to the Northerly Right-of-Way Line of 3100 South Street; thence, along said Northerly Right-of-Way Line,  $S89^{\circ}53'12''W$  340.85 feet to the Easterly Boundary Line of The Shoppes at Lake Park recorded in Book 2004P at Page 76 in the Salt Lake County Records Office; thence along said Easterly Boundary Line the following eight (8) courses: (1) North 130.17 feet, (2)  $N36^{\circ}25'57''E$  63.19 feet (3) Northeasterly 87.06 feet along the arc of a 50.00 foot radius curve to the left, chord bears  $N49^{\circ}53'00''E$  76.47 feet, (4) North 380.02 feet, (5) Northwesterly 31.74 feet along the arc of a 50.00 foot radius curve to the left, chord bears  $N18^{\circ}11'16''W$  31.21 feet, (6) Northwesterly 31.68 feet along the arc of a 50.00 foot radius curve to the right, chord bears  $N18^{\circ}13'26''W$  31.15 feet, (7)  $N00^{\circ}04'21''W$  247.88 feet, (8)  $S89^{\circ}09'57''W$  50.30 feet to the Easterly Boundary Line of The Shoppes at Lake Park, Phase 2 recorded in Book 2007P at Page 229 in the Salt Lake County Records Office; thence, along said Easterly Boundary Line,  $N00^{\circ}06'35''W$  541.10 feet to the Point of Beginning.