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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 April 1, 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 Rushmore Park, LLC, with an address of 6150 S Redwood Road Suite 100 ______, Taylorsville, UT 84123 hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to a(n) Installation and Services Agreement dated April 1, 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 5468 West 11800 South Herriman, UT 84065 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
Rushmore Park, LLC
By: Duck widt
Title: Mange
GRANTEE
Comcast of Utah II, Inc.
By: Name: Richard C. Jennings Title: Regional Senior Vice President, Cable Managemen

STATE OF Vian
COUNTY OF Salt Lake) ss.
The foregoing instrument was acknowledged before me this 25 day of April , 201 by Devek Wylly , the Mayney of Rushmore Park, 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: 400
CHRISTIE JO YOUNG MOTARY PUBLIC-STATE OF UTAH COMMISSIONS 682605 COMM. EXP. 04-08-2019 COUNTY OF LAPA FOL
The foregoing instrument was acknowledged before me this day of by Richard C. Jennings, the Regional Senior Vice President, Cable Management of Concast 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. My Commission expires: 1/28/18 PATRICIA J. SANCHEZ PATRICIA J. SANCHEZ NOTARY DU 20144017314 NOTARY ID 20144017314

Legal Description 26-25-101-022-0000

BEG S 89¿53'31" E 829.86 FT & S 0¿06'29" W 67 FT FR NW COR SEC 25; T3S, R2W, SLM; S 89¿53'31" E 20.86 FT; N 0¿06'29" E 17.44 FT; NE'LY 80.52 FT ALG A 883.35 FT RADIUS CURVE TO L (CHD N 78¿14'01" E 80.50 FT); S 89¿53'31" E 476 FT; SE'LY 30.67 FT ALG A 960 FT RADIUS CURVE TO R (CHD S 39¿10'44" E 30.67 FT; S 38¿15'49" E 659.44 FT; SE'LY 216.88 FT ALG A 350FT RADIUS CURVE TO R (CHD S 20¿30'43" E 213.43 FT); S 2¿45'37" E 125.51 FT; NW'LY 34.16 FT ALG A 1136.50 FT RADIUS CURVE TO R (CHD N 88¿28'10" W 34.16 FT); N 87¿36'30" W 266.02 FT; N 2¿23'30" E 95.48 FT; NW'LY 17.03 FT ALG A 28 FTRADIUS CURVE TO L (CHD N 70¿11' W 16.77 FT); N 2¿23'30" E 35FT; S 87¿36'30" E 39.78 FT; N 2¿23'30" E 84.50 FT; N 87¿36'30" W 194.62 FT; N 2¿17'02" E 175.55 FT; N 29¿27'50" W129.64 FT; N 47¿33'07" W 66.54 FT; N 65¿38'23" W 236.80 FT; N 89¿53'31" W 92.95 FT; N 0¿06'29" E 69.50 FT; N 89¿53'31" W140.56 FT; N 0¿09'27" E 13.83 FT; N 89¿53'17" W 68.06 FT; N 0¿06'29" E 80.17 FT TO BEG. LESS UNITS AND PUBLIC STREETS. (BEING THE COMMON AREA AND PRIVATE STREETS WITHIN RUSHMORE PARK PH 1). RADIUS CURVE TO L (CHD N 70½11' W 16.77 FT); N 2¿23'30" E 35 FT; S 87¿36'30" E 39.78 FT; N 2¿23'30" E 84.50FT; N 87¿36'30" W 194.62 FT; N 2½17'02" E 175.55 FT; N 29¿27'50" W 129.64 FT; N 2½27'02" E 175.55 FT; N 29¿27'50" W 129.64 FT; N 0½06'29" E 69.50 FT; N 89¿53'31" W 92.95 FT; N 0½06'29" E 69.50 FT; N 89¿53'31" W 140.56 FT; N 0½06'29" E 175.55 FT; N 29¿27'50" W 129.64 FT; N 47¿33'07" W 66.54 FT; N 65¿38'23" W236.80 FT; N 89¿53'31" W 92.95 FT; N 0½06'29" E 69.50 FT; N 89¿53'31" W 140.56 FT; N 0½09'27" E 13.83 FT; N 89¿53'17" W 68.06 FT; N 0¿06'29" E 69.50 FT; N 89¿53'31" W 140.56 FT; N 0¿09'27" E 13.83 FT; N 89¿53'17" W 68.06 FT; N 0¿06'29" E 69.50 FT; N 89¿53'31" W 140.56 FT; N 0¿09'27" E 13.83 FT; N 89¿53'17" W 68.06 FT; N 0¿06'29" E 80.17 FT TO BEG. LESS UNITS AND PUBLIC STREETS. (BEING THE COMMON AREA AND PRIVATE STREETS WITHIN RUSHMORE PARK PH 1).