

08-072-0025 nka

* 08-545-0101 Thru 155 (55 LOTS) *

GRANT OF EASEMENT

E 2940832 B 6523 P 1171-1174
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/24/2016 02:53 PM
FEE \$73.00 Pgs: 4
DEP RT REC'D FOR COMCAST

This Grant of Easement (this "Easement") dated November 15, 2015, is made by and between Comcast of Wasatch, Inc., with an address of, 8000 E Iliff Ave, Denver CO 80231 its successors and assigns, hereinafter referred to as "Grantee" and Avenues at The Station Homeowners Association, with an address of 206 Winchester Street _____, Salt Lake City, UT 84107 hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to a(n) Installation and Services Agreement dated November 15, 2015, 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 18 North 1100 West _____, Farmington, UT 84025 in Davis 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:

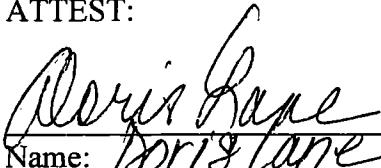
Avenues at The Station Homeowners Association

Name: _____

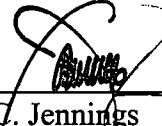
By: 
Name: Parker Cooper
Title: VP

GRANTEE

ATTEST:


Name: Doris Lane

Comcast of Wasatch, Inc.

By: 
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 20th day of October, 2015
by Dane R Cooper, the VP of Avenues at The
Station Homeowners 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.



Casie Alba Notary Public
(Print Name)

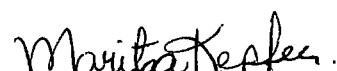
My commission expires: 2/5/2017



STATE OF Colorado)
COUNTY OF Arapahoe) ss.

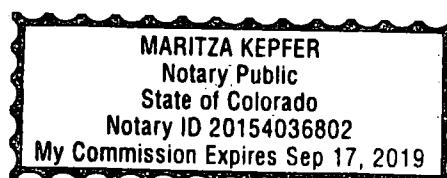
The foregoing instrument was acknowledged before me this 23rd day of November, 2015
by Richard C. Jennings, the Regional Senior Vice President, Cable Management of Comcast of
Wasatch, Inc., on behalf of said entity. He/She is personally known to me or has presented
(type of identification) as identification and did/did not take an
oath.

Witness my hand and official seal.



Maritza Kepfer Notary Public
(Print Name)

My Commission expires: 9-17-19



Beginning at a point which is $88^{\circ}49'37''W$ 66.00 feet from the East Quarter Corner of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence $50^{\circ}07'49''E$ 304.72 feet; thence West 188.65 feet; thence $N34^{\circ}42'21''W$ 424.29 feet; thence $N55^{\circ}17'39''E$ 139.00 feet; thence $N34^{\circ}42'21''W$ 10.00 feet; thence $N55^{\circ}17'39''E$ 48.00 feet; thence $N34^{\circ}42'21''W$ 139.87 feet; thence easterly 97.59 feet along the arc of a non-tangent 236.20 foot radius curve to the right, through a central angle of $23^{\circ}40'21''$, chord bears $N86^{\circ}49'18''E$ 96.89 feet; thence $N89^{\circ}49'00''E$ 63.08 feet; thence $N00^{\circ}11'00''W$ 48.38 feet; thence $N89^{\circ}49'00''E$ 94.00 feet; thence $N00^{\circ}11'00''W$ 65.00 feet; thence $N89^{\circ}49'00''E$ 106.42 feet; thence $S00^{\circ}11'00''E$ 393.36 to the Point of Beginning.

Contains 203,671 Square Feet or 4.68 Acres.