



W2790429

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Comcast of Utah II, Inc.
8000 E. Iliff Avenue
Denver, CO 80231
Attention: Contracts/BSG Manager

E# 2790429 PG 1 OF 7
Leann H. Kilts, WEBER COUNTY RECORDER
27-Apr-16 0252 PM FEE \$22.00 DEP TN
REC FOR: COMCAST CABLE - MILE HIGH REGION
ELECTRONICALLY RECORDED

Signature of Declarant
On behalf of Comcast or its affiliates

(SPACE ABOVE FOR RECORDER'S USE)

GRANT OF EASEMENT

This Grant of Easement (the "Easement") is dated this 1st day of April, 2016, by and between Comcast of Utah II, Inc., its successors and permitted assigns, hereinafter referred to as "Grantee" or "Comcast" and Washington Park ICG 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



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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 that certain Grant of Easement dated March 21, 2011 granted to Grantee by Grantor's predecessor in interest, Washington Park Associates, L.C., which is hereby terminated and released of record.

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 1st day of April, 2016.

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Executed this 1st day of April, 2016.

GRANTOR:

Washington Park ICG LLC,
a Washington limited liability company

By: ICG LLC,
a Washington limited liability company,
its Manager

By: 

Name: Michael Christian

Title: Managing Member

COMPANY:

Comcast of Utah II, Inc.

By: 


Name: Richard C. Jennings

Title: Regional Senior VP, Cable Management

GRANTOR:


Washington Park ICG LLC,
a Washington limited liability company

By: ICG LLC,
a Washington limited liability company,
its Manager

By: 
Name: Michael Christian
Title: Managing Member

COMPANY:

Comcast of Utah II, Inc.

By: 
Name: Richard C. Jenkins
Title: Regional Senior VP, Cable Management

GRANTOR'S NOTARIZATION:

ACKNOWLEDGMENT

State of Washington

County of King

On 3-18-16 before me,

Mike Christian, Managing Member

(here insert name and title of the officer)

Personally

appeared Mike Christian

Name(s) of Signer(s)

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.

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.

WITNESS my hand and official seal.

Signature Kristen Linse

(Seal)



GRANTOR'S NOTARIZATION:

ACKNOWLEDGMENT

State of Washington
County of King

On 3-18-16 before me,
MIKE CHRISTIAN, Managing Member

(here insert name and title of the officer)

Personally
appeared Mike Christian

Name(s) of Signer(s)

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.

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WITNESS my hand and official seal.

Signature Kristen Linse

(Seal)



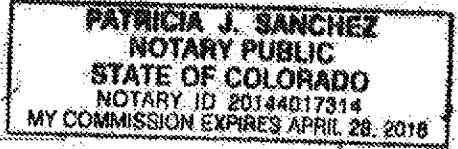
GRANTEE'S NOTARIZATION:

STATE OF Colorado)
) ss.
COUNTY OF Wapahoe

The foregoing instrument was acknowledged before me this 27 day of April, 2016, by Richard C. Jennings, the Regional Senior Vice President, Cable Management 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.

Patricia Sanchez
PATRICIA SANCHEZ



Notary Public
My Commission Expires 4/28/18
Acting in the County of Wapahoe

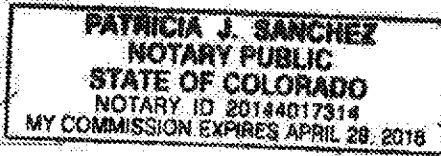
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Patricia Sanchez
PATRICIA SANCHEZ



Notary Public

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Acting in the County of Wapahoe

ATTACHMENT A (TO EASEMENT)

Legal Description of Property

A part of the Northeast Quarter of Section 17, Township 6 North, Range 1 West of the Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point South 00°58'40" West 165.01 feet from the Northeast corner of said Northeast quarter; and running thence North 89°29'45" West 670.80 feet to the East right-of-way line of Washington Boulevard and a point located South 00°50'15" West 164.62 feet and South 89°09'45" East 66.00 feet from the monument marking the centerline intersection of Washington Boulevard and AVC Lane; thence South 0°50'15" West 87.00 feet along said right-of-way line to the Northwest corner of property of Oscar Soderberg, et al, Trustees; thence South 89°29'45" East 150.00 feet; thence South 00°50'15" West 55.53 feet; thence South 89°00'18" East 75.00 feet; thence South 00°50'15" West 345.36 feet; thence North 89°00'18" West 40.93 feet; thence South 02°07'04" East 237.22 feet (South 04°38'35" East 232.62 feet by Record) to the North line of an existing right-of-way; thence along said North line the following two courses, (1) North 79°16'00" East 11.00 feet, (2) North 67°00'00" East 505.56 feet to the East line of said Northeast quarter; thence North 0°58'40" East 521.40 feet along said East line to the point of beginning.

Parcel 1A:

12-057-0003 ✓ SPJ

Together with and including a Storm Drain easement as disclosed by that certain Right of Way Easement and Contract dated August 10, 1999, recorded September 24, 1999 as Entry No. 1664285 in book 2035 at page 1580, also by Amendment to Right of Way of Easement and Contract dated September 15, 2000, recorded October 2, 2000 as Entry No. 1729759 in Book 2094 at Page 1280 and that certain Right of Way Easement and Contract recorded December 1, 2015 as Entry No. 2767596 of Official Records to construct, reconstruct, operate and maintain a storm drain, being described as follows:

A part of the Northeast Quarter of Section 17, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point located South 00°58'40" West 686.40 feet and South 67°00'00" West 505.56 feet and South 79°16'00" West 11.00 feet from the Northeast corner of said Northeast Quarter, running North 02°07'04" West 11.50 feet; thence South 79°16'00" West 199.77 feet to the East right of way line of Washington Boulevard, said point being located South 00°50'15" West 917.04 feet along the centerline of Washington Boulevard and South 89°00'18" East 66.00 feet from the

12-058-0005 , 12-058-0007 ✓ SPJ

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Ogden City Monument at the intersection of Washington Boulevard and Southwell Street, said point also located South $00^{\circ}50'15''$ West 116.00 feet from a point described of record as being located West 663.3 feet and South 807.36 feet from the Northeast corner of said Northeast Quarter; thence South $00^{\circ}50'15''$ West 11.60 feet along said right of way line; thence North $79^{\circ}16'00''$ East 200.37 feet to the point of beginning.

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