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express

E 2940833 B 6523 P 1175-1181  
RICHARD T. NAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
05/24/2016 02:53 PM  
FEE \$27.00 Pgs: 7  
DEP RT REC'D FOR COMCAST

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

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

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

10-028-0039v

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 Wasatch, Inc., its successors and permitted assigns, hereinafter referred to as "Grantee" or "Comcast" and FOX 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 Davis, 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 Wasatch, Inc. and Flagship Properties LTD II Grantor's predecessor in interest.

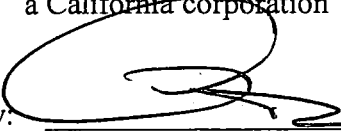
This easement automatically terminates upon the expiration (and non-renewal) or any earlier termination of the Agreement. Following the termination of this easement, the Grantee shall have a right to gain access to the Property for an additional ninety (90) day period for the purpose of exercising its 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:**

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

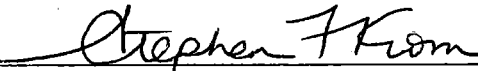
By: Hamilton Zanze & Company,  
a California corporation

By:  \_\_\_\_\_

Name: Charles O'Connell Jr  
Title: CFO

**GRANTEE:**

**Comcast of Wasatch, Inc.**

By:  \_\_\_\_\_

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

**GRANTOR'S NOTARIZATION:**

**ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

On \_\_\_\_\_ before me,

\_\_\_\_\_  
(here insert name and title of the officer)

Personally  
appeared \_\_\_\_\_

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.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**See Attached  
"California All-Purpose Certificate  
of Acknowledgement"**

# 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)

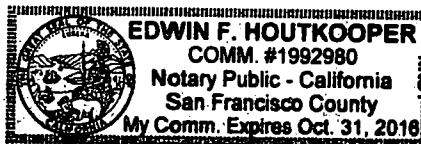
Name of Signer (2)

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 Fox Creek Apts  
Concast 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) CFO  
Title(s)

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

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

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification
- credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other

- Additional Signer
- Signer(s) Thumbprints(s)

\_\_\_\_\_



EXHIBIT A  
DESCRIPTION OF THE LAND

Tax ID No.: 10-028-0039

A part of the Northeast quarter of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; U.S. Survey:

Beginning at the Southwest corner of MEADOWBROOK HOLLOW PLAT "B", Layton City, Davis County, Utah, said point being 709.93 feet South  $89^{\circ}52'30''$  West and 854.04 feet South  $0^{\circ}07'30''$  East and 656.56 feet South  $0^{\circ}09'12''$  West from the the Northeast corner of said Section 17; and running thence South  $0^{\circ}09'12''$  West 70.00 feet; thence South  $89^{\circ}50'48''$  East 30.00 feet; thence South  $0^{\circ}09'12''$  West 360.47 feet; thence North  $89^{\circ}50'48''$  West 592.47 feet to the East line of 400 West Street; thence North  $0^{\circ}08'48''$  East 588.68 feet along said East line; thence North  $89^{\circ}46'12''$  East 461.67 feet; thence South  $0^{\circ}09'12''$  West 161.31 feet; thence South  $89^{\circ}50'48''$  East 100.88 feet to the point of beginning.