13610155 3/25/2021 2:41:00 PM \$40.00 Book - 11143 Pg - 8736-8742 RASHELLE HOBBS Recorder, Salt Lake County, UT FIRST AMERICAN NCS BY: eCASH, DEPUTY - EF 7 P.

When Recorded Mail To:

Comcast Cable Communications Management, LLC 8000 E Iliff Ave Denver, Colorado 80231

GRANT OF UNDERGROUND EASEMENT (Telecommunications)

Effective as of Navel 25, 2021, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, ARTSPACE CITY CENTER, LLC, a Utah limited liability company (the "Grantor") "), as the owner of that certain real property in Salt Lake County, Utah, as more particularly described on Exhibit B attached hereto and by this reference made a part hereof ("Grantor's Property"), in order to provide service to the CSA Property (as described in Exhibit "D") from 600 West Street, hereby grants, conveys and sets over unto Comcast Cable Communications Management, LLC (the "Grantee"), its successors and assigns, a 5 foot wide, non-exclusive, perpetual easement in gross, for the sole purposes of constructing, reconstructing, operating, repairing, replacing and maintaining underground fiber communications systems and facilities (including underground fiber optic lines) (the "Company Wiring"), below the surface of the northernmost five (5) feet of Grantor's Property more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Easement Area"). The Company Wiring shall be in the location shown on Exhibit C attached hereto and by this reference made a part hereof.

The Grantor agrees for itself and its heirs and assigns that the Company Wiring 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 unreasonably interfere with the Company Wiring and shall have reasonable access to the Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted without charge; provided, however, that in making any excavation on the Easement Area and the Grantor's Property, 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, and the Grantee shall defend, indemnify and hold harmless the Grantor from any and all judgments, actions liens, loss, damages, penalties, fines, liabilities, expenses (including reasonable attorneys' fees) and claims in connection with the exercise of the Grantee's rights under this easement by or at the instance of the Grantee.

Grantee acknowledges that the conduit being placed in the Easement Area by Central Station Apartments, LLC ("CSA") (pursuant to a separate agreement between Grantor and CSA) is for the exclusive use of Grantor and its assigns only, and Grantee shall not be entitled to install any line or equipment therein for any person other than Grantor.

If any suit or action arising out of or related to this easement is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

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:

ARTSPACE CITY CENTER, LLC, a Utah limited liability company

By: Artspace, a Utah nonprofit corporation, its
Manager
By:
Name: Jessica Norie
Its: President

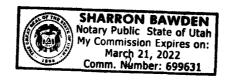
STATE OF UTAH) : ss. COUNTY OF SALT LAKE)

This instrument was acknowledged before me on this 22 day of March, 2021, by Jessica Norie, as President of Artspace, a Utah nonprofit corporation, the Manager of Artspace City Center, LLC, a Utah limited liability company.

Notary Public

My Commission Expires:

3/21/2000



BK 11143 PG 8737

EXHIBIT A EASEMENT PROPERTY

5.0' Telecommunications Line Easement

BEGINNING AT A POINT BEING SOUTH 89°53'06" WEST 4.00 FEET TO THE EAST LINE OF SAID 600 WEST AND SOUTH 0°03'33" EAST 164.93 FEET ALONG THE EAST LINE OF SAID 600 WEST STREET AND NORTH 89°53'58" EAST 120.00 FEET FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 63, PLAT A, SALT LAKE CITY SURVEY, AND RUNNING;

THENCE NORTH 89°53'58" EAST 191.50 FEET;
THENCE SOUTH 0°03'32" EAST 5.00 FEET;
THENCE SOUTH 89°53'58" WEST 191.50 FEET;
THENCE NORTH 0°03'32" WEST 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 958 SQUARE FEET.

EXHIBIT B GRANTOR'S PROPERTY

PARCEL 1:

BEGINNING AT A POINT 24.95 FEET NORTH FROM THE SOUTHWEST CORNER OF LOT 4, BLOCK 63, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE NORTH 57° 23' EAST 59.45 FEET; THENCE NORTH 76° 56' EAST 50 FEET; THENCE NORTH 85° 39' EAST 50 FEET; THENCE EAST 27 FEET; THENCE NORTH 11.33 FEET; THENCE EAST 107.47 FEET; THENCE SOUTH 11.33 FEET; THENCE EAST 20.5 FEET; THENCE SOUTH 72.1 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE EAST 26.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 165 FEET; THENCE WEST 210 FEET; THENCE SOUTH 00° 03' 33" EAST 12 FEET; THENCE NORTH 89° 43' 07" EAST 35 FEET; THENCE SOUTH 00° 03' 33" EAST 52.82 FEET; THENCE SOUTH 74° 34' WEST 108.05 FEET; THENCE SOUTH 59° 37' 27" WEST 58.85 FEET TO THE WEST LINE OF LOT 4; THENCE SOUTH 17 FEET, MORE OR LESS, TO BEGINNING.

ALSO TOGETHER WITH A 4 FOOT STRIP ADJACENT TO THE WEST LINE OF SUBJECT PROPERTY BEING A PORTION OF VACATED 600 WEST STREET.

PARCEL 2:

ALL OF LOT 7, BLOCK 63, PLAT "A", SALT LAKE CITY SURVEY.

ALSO, TOGETHER WITH A RIGHT OF WAY OVER: COMMENCING 2 FEET WEST FROM THE NORTHEAST CORNER OF LOT 5, SAID BLOCK 63; AND RUNNING THENCE WEST 16.5 FEET; THENCE SOUTH 10 RODS; THENCE EAST 2 FEET; THENCE SOUTH 10 RODS; THENCE EAST 16.5 FEET; THENCE NORTH 10 RODS; THENCE WEST 2 FEET; THENCE NORTH 10 RODS TO THE PLACE OF COMMENCEMENT.

Assessor Parcel No. 15-01-151-006-0000

EXHIBIT C LOCATION OF COMPANY WIRING

See attached.

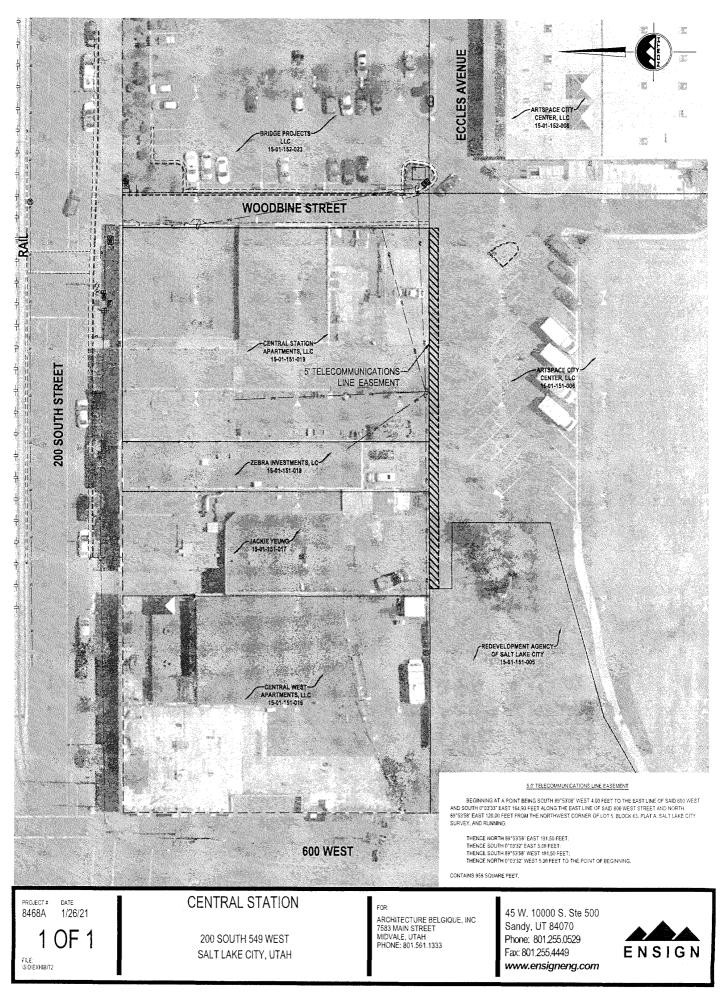


EXHIBIT D CSA PROPERTY

Consolidated Parcel

Commencing 12 rods East from the Northwest corner of Lot 5, Block 63, Plat "A", Salt Lake City Survey and running thence East 113.5 feet; thence South 165 feet; thence West 113.5 feet; thence North 165 feet to the point of beginning.

Tax ID No.: 15-01-151-002, 15-01-151-003 and 15-01-151-004 (for reference purposes only)