

Instr #2015013631 BK: 3996 PG: 1323, Filed & Recorded: 3/6/2015 12:05 PM #Pgs:2  
Cheryl Strickland, Clerk of the Circuit Court St. Johns County FL Recording \$18.50 Doc. D \$0.70

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STATE OF FLORIDA

# COMCAST

COUNTY OF DUVAL

Preparer's name:  
Spencer N. Cummings, Esq.  
Gunster, Yoakley & Stewart, P.A.  
225 Water Street, Suite 1750  
Jacksonville, Florida 32202

## EASEMENT

### [TWENTY MILE VILLAGE]

For and in consideration of Ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned **HYDRY COMPANY, LLC**, a Delaware limited liability company, owner of the premises described below, hereinafter referred to as Grantor, does hereby grant to **COMCAST OF GREATER FLORIDA/GEORGIA, INC.**, a Florida corporation, its licensees, agents, successors, assigns, hereinafter referred to as Grantee, a non-exclusive easement to operate, construct, maintain, add, and/or remove aboveground optical network unit pedestals, together with underground cable connecting to such pedestals, including buried service wire closures and copper serving pedestals and such replacements thereof of substantially the same size and shape as originally installed (the "Facilities") upon, over and under the Easement Property more particularly described below and located in St. Johns County, Florida, all on the terms more particularly set forth below. Grantee may use the Facilities installed in the Easement Property for any communications services, including any voice, data, video or entertainment services. The Easement Property is the 2.5' JEA Access & Electrical Easement and the 2.5' Access Easement as shown on plat of Twenty Mile Village at Nocatee Phase 1, as recorded in Map Book 74, Pages 5 through 36 of the public records of St. Johns County, Florida (the "Plat").

The following rights are also granted to the Grantee: the right of the Grantee to attach wires or lay cable or conduit or other appurtenances to attach to the Facilities for communications purposes or electric power transmission or distribution to serve the Facilities; ingress and egress over said Easement Property at all times; the right, but not the obligation, with the consent of the Grantor or Grantor's designated successor or assign, and in accordance with applicable law, to clear the Easement Property and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, with the consent of the Grantor or Grantor's designated successor or assign, and in accordance with applicable law, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside the Easement Property which might interfere with or fall upon the lines or systems of communication transmission or distribution; with the consent of the Grantor or Grantor's designated successor or assign, and in accordance with applicable law, the right at Grantee's cost and expense to relocate said systems of communications on the Easement Property to conform to any future highway relocation, widening, or improvements. In connection with the rights granted herein, Grantee shall not disturb, move or remove any surveyor's irons or pins located on the Easement Property, and if such surveyor's irons or pins are disturbed, moved or removed, Grantee shall immediately notify Grantor of such occurrence and shall reimburse Grantor for all costs related to replacement of such surveyor's pins or irons.

To have and to hold, the above granted easement unto Grantee forever and in perpetuity. Grantor warrants that it is the fee owner of the land upon which the above described easement is located and has the full power and authority to grant this easement.

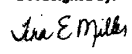
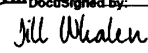
Following installation of the Facilities within the Easement Property, Grantee will use its best efforts to notify Grantor or its designated successor or assigns of any major new installation of Facilities within the Easement Property prior to such installation.


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Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy the surface and air space over the Easement Property for any purpose which is not inconsistent with the rights herein granted to Grantee and which does not interfere with Grantee's use of the Easement Property (including, without limitation, interference with Grantee's access to its Facilities within the Easement Property) and including, without limitation, the installation, construction, maintenance and use of paving, grass, driveway and sidewalk improvements; provided, however, that Grantor will not plant trees or install structures (other than paving, driveway, sidewalk and similar surface improvements) on top of Grantee's Facilities in the Easement Property. The foregoing uses of the Easement Property by Grantor or others shall include use pursuant to any easements granted to other telecommunication companies which provide such company with similar easement rights as set forth herein ("Other Telecom Easements") and those uses specified in the Plat dedications. Notwithstanding the foregoing, if any such improvements (other than utility improvements as specified in the Plat dedications or those installed pursuant to Other Telecom Easements) interfere with Grantee's use of the Easement Property, Grantee shall provide written notice to Grantor or its successor or assigns as owners of the Easement Property and, at the option of such owner, the owner shall remove such improvements or request Grantee to remove such improvements at owner's expense. If owner does not promptly remove improvements or promptly respond to request that Grantee remove such improvements at owner's expense, Grantee may remove such improvements at owner's expense. The owner will promptly pay Grantee following its request for any such expenses incurred by Grantee. Grantee has no obligation to relocate its Facilities within the Easement Property once installed to accommodate such improvements.

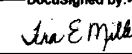
Pedestals placed by Grantee in the Easement Property shall not exceed a height of four (4) feet.

DocuSigned by:  
  
 9B14D22749F144C...  
 Print Name: Tina E Miller  
 DocuSigned by:  
  
 CB9C10215C06484...  
 Print Name: Jill Whalen

**HYDRY COMPANY, LLC,**  
 a Delaware limited liability company  
 DocuSigned by:  
  
 By: \_\_\_\_\_  
 1F009E4900C448B...  
 Name: Jed V. Davis  
 Title: Vice President

STATE OF FLORIDA }  
 }SS  
 COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 3 day of March, 2015, by Jed V. Davis, Vice President of **HYDRY COMPANY, LLC**, a Delaware limited liability company, on behalf of the company.

DocuSigned by:  
  
 Print Name: Tina E Miller  
 9B14D22749F144C...  
 NOTARY PUBLIC  
 State of Florida at Large  
 Commission #: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_  
 Personally Known:   
 or Produced I.D.: [ ]  
 [check one of the above]  
 Type of Identification Produced \_\_\_\_\_

