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SIC Ut 84100
By SBM-Deputy

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10/25/1999 03:51 PM 24.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
AT & T CABLE SERVICES
1350 E MILLER AVE

AGREEMENT FOR GRANT OF EASEMENT

THIS AGREEMENT FOR GRANT OF EASEMENT is made as of DEC. 8th 1999 between The Boulder at Bell Canyon LLC and AT & T Cable Services located at 1350 E Miller Ave in the City of Sandy, Utah, County of Salt Lake, State of Utah.
Operator and Franchisee - WI 8 P.

WHEREAS, Owner owns the property ("Property"), which consists of 39 units, known as The Boulder located at 10300 Southpoint Blvd, Sandy, and more specifically described on Schedule 1 hereto ("Property");

WHEREAS, Operator is cable television provider operating under a franchise granted by Sandy/SC ("Franchise"); and

WHEREAS, Owner and Operator have entered into the MDU Service Agreement of equal date herewith ("Agreement") pursuant to which Operator may provide Cable Television Service, and all other lawful communications and information services ("Services"), to the tenants of the Property;

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises made by the parties hereto, and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Grant of Easements and Rights

In consideration of the fees paid by Operator in accordance with Section 2 hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby grant, bargain, sell, assign and convey to Operator, its successors and assigns, such easements on, over, under, within and through the Property as are necessary to install, maintain, repair, replace and remove such cable and related equipment and facilities (collectively, the "Equipment") as Operator deems necessary or convenient for the operation of cable television services over and upon the Property, together with rights of ingress and egress on and over the Property as necessary for the use and enjoyment of the easements herein granted. At a minimum, the easements hereby granted shall be coextensive with the wires, cables, risers, and equipment of any past, present or future service provider to the MDU, as well as any necessary extensions of such existing wires, cables, risers and equipment. The easements hereby granted shall run with the land and the burden upon the Property shall bind each and every owner thereof hereafter. The easements and rights granted herein shall be for so long as Operator holds a franchise, renewal thereof, or otherwise so long as Operator may lawfully provide Services within the City, County, Town or other political subdivision in which the Property is located.

2. Consideration

In consideration of the easements and rights granted by Owner pursuant hereto, Operator shall pay to Owner the sum of Ten Dollars (\$10.00), receipt and sufficiency of which is hereby acknowledged.

3. Ownership of Equipment

All coaxial cable and/or fiber optic line, internal wiring, amplifiers, converters and other equipment necessary for the provision of the Services ("Equipment") and all coaxial cable and/or fiber optic line, and internal wiring shall be and remain the property of Operator and shall remain subject to Operator's exclusive management and control, and unless otherwise required by law, neither Owner nor any subsequent owner or owners of the Property or any part thereof shall acquire any right, title or interest in any of the Equipment as a result of the placement of the Equipment on the Property.

4. Installation and Maintenance of Equipment; Removal

Operator agrees to make all installations of Equipment on the Property in a good and workmanlike manner, to perform all work with reasonable care. Operator shall maintain the Equipment in a good and safe condition at all times. Operator shall promptly repair any damage done to the Property in connection with the installation, repair or maintenance of the Equipment. Operator shall, at all times during the term of the easements and rights, carry and require its contractors to carry, insurance to protect Owner from and against any and all claims for injury or damages to persons or property, both real and personal, caused by the installation or maintenance of the Equipment on the Property. [Upon termination of the easements and rights granted hereby.] Operator shall have the right to enter the Property and remove the Equipment and the Additional Equipment (as defined below). Operator agrees to restore the Property to its original condition, reasonable wear and tear excepted.

5. Non-Disturbance

Owner represents and warrants to Operator that Owner has not granted, and covenants and agrees that it shall not grant, to any other individual or entity any easements or rights which could materially and adversely interfere with the operation of the Equipment. Owner further covenants and agrees that, during the term of the easements and rights granted hereby, Owner will in no way disturb, alter or move any part of the Equipment.

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6. Additional Equipment

Operator shall have the right to install converters or other apparatus ("Additional Equipment"), as requested by individual subscribers within the Property ("Subscribers"), and all Additional Equipment shall be and remain the property of Operator and shall remain subject to Operator's management and control.

7. Taxes

Operator shall be responsible for personal property taxes, if any, which are assessed with respect to the Equipment, Home Run Wiring or Additional Equipment, and Owner shall be responsible for all real or personal property taxes assessed with respect to the Property.

8. Representations and Warranties of Operator

Operator represents and warrants to Owner that Operator is an entity duly organized and validly existing under the laws of the jurisdiction of its formation and is qualified to do business in the State of Utah. Operator has all necessary power and authority, and all necessary licenses and permits, to enter into and perform the terms of this Agreement. This Agreement has been duly executed on behalf of Operator and constitutes a valid and binding agreement of Operator, enforceable in accordance with its terms.

9. Representations and Warranties of Owner

Owner represents and warrants to Operator that Owner is an entity duly organized and validly existing under the laws of the jurisdiction of its formation and is qualified to do business in the State of Utah. Owner owns the Property, and has all necessary power and authority to enter into and perform the terms of this Agreement. This Agreement has been duly executed on behalf of Owner and constitutes a valid and binding obligation of Owner, enforceable in accordance with its terms.

10. Miscellaneous

Each of the parties agrees to take or cause to be taken such further actions, to execute, deliver and file such further documents and instruments and to obtain such consents as may be necessary or may be reasonably requested by the other party in order to fully effectuate the purposes, terms and conditions of this Agreement. This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed by the parties hereto. Owner shall assign this Agreement to any individual or entity purchasing the Property, and shall cause such entity to execute a written assumption agreement whereby such entity agrees to comply with the terms and conditions of this Agreement. Operator may assign this agreement to any entity to which its Franchise is assigned in accordance with applicable law. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

11. Capitalized Terms or Phrases

Unless otherwise expressly set forth herein, capitalized terms and phrases shall have the meaning(s) ascribed to them in the MDU Service Agreement executed between the parties of equal date herewith.

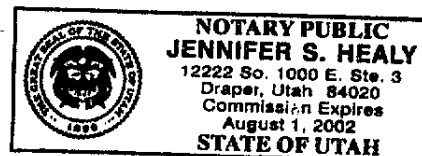
IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

Owner: The Bowery at Bell Canyon
C/O Redden Bros. Construction
By: Don M. Redden
Name: DON M. REDDEN
Title: SECRETARY

Operator: TCI Cablevision of Utah, Inc.
By: [Signature]
Name:
Title:

WITNESS my hand and official seal.

Jennifer S. Healy
Notary Public
My Commission Expires: August 1, 2002



Schedule 1

[Legal description of Property in form suitable for recordation]

MDU SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") dated as of Dec 8th 1998 is made and entered into by and between ITC Entity: ITC Cablevision of Utah, Inc. ("Company"), and The Boulder at Bell Canyon ("Owner"), which owns or has control over certain real estate and improvements commonly known as the The Boulder at Bell Canyon located at 10300 So. Wasatch Blvd., Sandy UT 84094 ("Premises"), consisting of 39 units plus any units added or constructed in the future. A legal description of the Premises is attached hereto as Exhibit A. Company owns and operates a cable television system in Sandy/SLC ("System") pursuant to a franchise agreement, permit or other authority to operate the System, (as extended or renewed from time-to-time. ("Franchise"). Owner and Company desire to provide for Company's access to the Premises in order to install the equipment necessary to provide multi-channel video programming and any other communications and information services that Company may lawfully provide ("Services") to the Premises, on the terms and conditions provided herein. Therefore, the parties agree as follows:

1. **EASEMENTS; ACCESS.** Owner hereby grants, bargains and conveys to Company a right of access to, across, under and over the Premises as necessary or desirable for the routing, installation, maintenance, service and operation of the Equipment (as hereinafter defined) and any of Owner's equipment used in connection with provision of the Services, and the marketing and provision of the Services. Owner agrees that Company may from time to time enter into various agreements or arrangements with its approved designees, agents or authorized vendors (collectively, "Agents") and access to the Premises granted by Owner pursuant to this Section will extend to such Agents. Owner will cause its designated representatives to accompany employees or Agents of Company into any unoccupied residential unit for the purpose of wiring such residential unit, if such wiring is required. After the Premises have been wired for the provision of Services, Owner will provide Company's employees and Agents access to the Premises at reasonable times for the exercise of its easement rights hereunder. In addition to the other rights granted by Owner hereunder, upon termination of this Agreement, Owner hereby grants, bargains and conveys to Company the right to enter the Premises in order to remove the Equipment from the Premises if Company so desires. This right of access to the Premises is in addition to the easement granted by Owner to Company by separate agreement entitled, "Agreement for Grant of Easement", of equal date herewith.

2. TYPE OF ACCOUNT; PROVISION OF SERVICES.

Company will provide the Services to the Premises as follows:
(Check one)

() Individual Rate Account: Company, or the Agents, will market and contract with individual residents of the Premises for all Services, and all arrangements for connecting, serving and billing residents of the Premises for the Services will be made directly between Company and such residents.

() Bulk Rate Account: Company will market and contract with the Owner for certain of the Services in accordance with a Bulk Rate Addendum to be signed by Company and Owner. Company, or the Agents, will market and contract with individual residents of the Premises for all other Services, and all arrangements for connecting, serving and billing residents of the Premises for such other Services will be made directly between Company or the Agents, and such residents.

The Services will initially be provided as set forth above. During the term of this Agreement, the method of billing may be changed (i.e., from a bulk rate to an individual rate account and vice versa) without in any way affecting the validity of this Agreement.

3. **OTHER SYSTEMS.** In consideration of Company's investment in the Equipment and other valuable consideration, for a period of time ending upon the earlier of (a) the date of termination of this Agreement or (b) the 15th anniversary of the effective date of this Agreement, Owner will not, without the prior written consent of Company, operate or install or permit the operation or installation of any other antenna, receiver, converter, cable or other signal amplification system on the Premises for use in connection with television or radio equipment.

4. **TERM.** This Agreement will be effective on the date hereof and continue for a period of 15 years (the "Initial Term") and will automatically renew for additional terms of 5 years (each a "Renewal Term"), unless either party gives the other written notice at least six months prior to the end of the Initial Term or then-effective Renewal Term.

COMPANY AND OWNER AGREE TO THE ADDITIONAL TERMS AND CONDITIONS APPENDED HERETO. THE PARTIES HAVE EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES.

COMPANY:

ITC Cablevision of Utah, Inc.
By: [Signature]
Print Name: Dick Friedman
Title: REGIONAL VICE PRES.
Address: 11245 E. BRICKYARD RD. #440
SALT LAKE CITY, UT 84106
Telephone: 801-488-5600
Telecopy: 801-488-5610

OWNER:

The Boulder at Bell Canyon c/o Radon Bros. Construction
By: [Signature]
Print Name: Don M. Radon
Title: SEC/TREAS.
Address: 12222 So. 1000 E. SUITE 3
DRAPER, UT 84020
Telephone: (801) 546-1553
Telecopy: (801) 546-4452

STATE OF Utah
COUNTY OF Salt Lake ss

This instrument was acknowledged before me on 1/7 1999 by Dick Friedman as Regional VP of ITC Cablevision of Utah, Inc.
Given under my hand and seal of office.
My commission expires: 4/7/2001
[Seal] Judith C. Jensen
Notary Public

STATE OF Utah
COUNTY OF Salt Lake ss

This instrument was acknowledged before me on December 18, 1998 by Don M. Radon as Sec/Treasurer of Radon Brothers Construction, Inc.
Given under my hand and seal of office.
My commission expires: August 1, 2002
[Seal] Jennifer S. Healy
Notary Public



NOTARY PUBLIC
JUDITH C. JENSEN
12627 South Jensen Lane
Draper, UT 84020
My Commission Expires
April 7, 2001
STATE OF UTAH



NOTARY PUBLIC
JENNIFER S. HEALY
12222 So. 1000 E. Ste. 3
Draper, Utah 84020
Commission Expires
August 1, 2002
STATE OF UTAH

ADDITIONAL TERMS AND CONDITIONS

A. DAMAGE TO THE PREMISES OR EQUIPMENT; INDEMNIFICATION; SURVIVAL.

(i) Company will repair any damage to the Premises caused by Company, its employees, or the Agents, normal wear and tear excepted. Company will hold harmless and indemnify Owner from and against any and all losses or damages (including reasonable attorneys' fees) resulting from Company's or the Agents' installation, maintenance, service, removal or operation of the Equipment or any other equipment of the Agents, except loss or damage arising from any negligent or intentional act or omission of Owner or its agents or employees, or any resident of the Premises.

(ii) Owner will repair any damage to the Equipment caused by Owner, its agents, or employees, or any resident of the Premises. Owner will hold harmless and indemnify Company from and against any and all losses or damages (including reasonable attorneys' fees) arising from or with respect to (a) any negligent or intentional act or omission of Owner or its agents or employees, or any resident of the Premises, or (b) any claim, demand, legal proceeding or similar action instituted by any person or entity providing multi-channel video programming or other services similar in nature to the Services provided to the Premises as of or prior to the date of this Agreement, or its successor or assign.

(iii) The rights and obligations set forth in this Section A (indemnification for events occurring during the term of the Agreement) and the second to last sentence of Section 1 (permitting removal of Equipment) will survive termination of this Agreement.

B. **INSURANCE.** Company will maintain general liability and property damage liability insurance relating to its activities hereunder.

C. **EQUIPMENT.** Company may install, maintain, service, operate and upgrade on the Premises coaxial cable and/or fiber optic line, internal wiring, amplifiers, converters and other equipment necessary for the provision of the Services ("Equipment"). The Equipment will at all times be owned by, and remain the property of, Company, whether or not attached to or incorporated in the Premises, and neither Owner nor any resident of the Premises will have or obtain any right, title or interest therein. The Equipment does not constitute a fixture of the Premises. Owner will not, and will not permit any third party to, attach to or use in any manner the Equipment or any portion thereof. Owner will have no obligation to service or maintain the Equipment. Company will have the right to use other telecommunications equipment or wiring on the Premises, regardless of ownership, for delivery of the Services. Owner shall provide without charge adequate space and electricity for the Equipment.

D. **HOME RUN WIRING.** To the extent federal law requires Company to provide in this Agreement for the disposition of its home run wiring upon termination of the Agreement, Company agrees to sell to Owner, and Owner agrees to purchase, the home run wiring on the Premises [at the fair market value for the full replacement cost of such wiring, including labor and installation costs] ~~[for an aggregate payment of \$_____]~~. To the extent applicable, Owner will be responsible for applicable sales or other similar taxes imposed by a governmental entity or agency relating to the purchase of the home run wiring. If Owner fails to purchase such wiring, in its sole discretion, the Company may abandon the wiring in place, or shall be permitted to continue to maintain the wiring on the Premises, and shall have no further obligation to Owner (however, Company reserves all other rights and remedies relating to Owner's failure to purchase pursuant to this subsection D). For the sole purposes of this Section D, the phrase "home run wiring" shall mean all coaxial cable and/or fiber optics line, internal wiring, and associated equipment, including but not limited to amplifiers, passive splitters, connectors, barrels, and wall plates located in the Premises (including wiring located within individual residential units and specifically excluding converters, remote controls and similar equipment) which are owned by Company and used by it in the provision of cable services to residents of the Premises. [Alternative language which excludes risers and active devices, including amplifiers - For the sole purpose of this Section D, the phrase "home run wiring" shall mean only the wiring from the point at which the wiring becomes dedicated to an individual unit on the Premises to the cable demarcation point at or about twelve (12) inches outside that unit. "Home run wiring" shall not be deemed to include risers or active devices, such as amplifiers.] Notwithstanding anything to the contrary herein, Company intends to retain ownership of the MDU Lock Box, which may be removed by Company, or sold to Owner in the Company's sole discretion by a separately signed agreement.

E. **FORCE MAJEURE.** Neither party will be deemed to be in breach of this Agreement if it is unable to perform its obligations hereunder as a result of loss of its legal authority to provide services to the Premises or the occurrence of an event of "force majeure," failure of equipment or facilities not belonging to Company, or other causes beyond such party's reasonable ability to control.

F. **SUCCESSORS TO BOTH PARTIES; RELATED PARTIES TO COMPANY.** The benefits and obligations of this Agreement will inure to and be binding upon the successors, assigns, heirs, and personal representatives of Company and Owner. If Owner sells, transfers or encumbers the Premises, any such sale, transfer or encumbrance will be subject to this Agreement, which touches and concerns and runs with the land. The rights and obligations of Company under this Agreement may be enjoined, enforced or performed, as the case may be, by Company or any other entity controlling, controlled by or under common control with Company.

G. **TERMINATION.** This Agreement may be terminated prior to expiration of its term (a) by either party on 30 days' written notice, in the event of material breach of this Agreement, unless the other party cures or commences to cure such

breach during such 30-day period and diligently proceeds with such cure; or (b) by Company upon at least 60 days' written notice if Company is unable to continue distribution of the Services due to any law, rule, regulation, judgment, contract with third party or other reason beyond the reasonable control of Company. In no event will either party be liable to the other for incidental or consequential damages. Upon termination of this Agreement, Company shall have an additional ninety (90) days to remove, transfer or sell part or all of the System, in its sole discretion.

H. LEGAL STATUS. This Agreement does not create any agency, employment, joint employer, joint venture or partnership between Company and Owner. Neither party will have the right, power or authority to act for the other in any manner.

I. ENGINEERING REVIEW. Activation and installation of the Services are subject to engineering review by Company, including testing of equipment or facilities not provided by Company. If Company determines that activation of the Services will result in unanticipated expenses or that existing equipment is deficient, Company will have the right to terminate this Agreement upon written notice to Owner. Upon such termination, Company will refund to Owner any amounts prepaid hereunder in accordance with Company's refund policies.

J. OWNER COOPERATION. Owner will cooperate with Company on the repossession of channel selectors or other Equipment belonging to Company or the Agents that is in the hands of any unauthorized persons such as former occupants of residential units on the Premises. Owner will supply to Company the names and unit numbers of residents at reasonable intervals.

K. LEGAL ACTIONS. If legal action is necessary to enforce any provision of this Agreement or any agreement relating hereto, the prevailing party in such action will be entitled to recover its costs and expenses of such action, including reasonable attorneys' fees. Owner acknowledges that the breach by Owner of any of its obligations under this Agreement cannot be reasonably or adequately compensated in damages in any action at law and that a breach of this Agreement by Owner will cause Company irreparable injury and damage; Owner, therefore, expressly agrees that in the event of a breach or threatened breach of this Agreement, Company will be entitled to injunctive and other equitable relief against Owner. Resort to equitable relief will not in any way be construed as a waiver of any other rights or remedies which Company may have for damages or otherwise.

L. AUTHORIZATIONS. Owner represents and warrants that he/she is the record holder of fee title to the Premises. The person signing on behalf of the Owner represents that he/she is the Owner of the Premises or the authorized agent of Owner, with full authority to bind Owner to the terms and conditions of this Agreement. This Agreement will not be binding upon Company until signed by an authorized representative of Company.

M. NOTICES. Any notices pursuant to this Agreement will be validly given or served if in writing delivered personally or sent, postage prepaid, either by U.S. first class mail or telecopy, to the addresses set forth in this Agreement; or to such other addresses as either party may designate to the other in writing. Delivery of any notice will be deemed to be effective: (i) five days after mailing, for first class U.S. mail or (ii) on the telecopy confirmation date, for telecopy or (iii) on the date delivered for personal delivery.

N. MISCELLANEOUS PROVISIONS. This Agreement supersedes any and all other access agreements, either oral or written, between the parties hereto. This Agreement contains the entire agreement between Owner and Company and may not be amended except by an agreement in writing signed by the parties. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement will be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

O. SURVIVAL. The termination or expiration of this Agreement will not impair either party's then accrued rights, obligations or remedies. The terms and conditions of paragraph I of the Agreement, and paragraphs A, C, D, F, G, H, J, K, N and O of the Additional Terms and Conditions shall survive expiration or termination of this Agreement.

P. ADDENDA. The parties may execute certain Addenda, including but not limited to a Pre-Wire Installation Addendum, a Bulk Rate Addendum and/or a Customer Equipment Recovery Addendum. Upon execution, any such Addenda will become a part of this Agreement.

EXHIBIT A

To
MDU Service Agreement
dated

12/18/98

between

THE BOULDERS OF BELL CANYON 40 RADSON BROS. CONST.
and

Legal Description



**The BOULDERS at Bell Canyon
Legal Description**

Beginning at the north quarter corner of Section 14, Township 3 South, range 1 East, Salt Lake Base and Meifian; thence running N.89°44'00"E. 31.48 ft.; thence S.0°16'00"W. 50.00 ft.; thence N.89°44'00"E. 50.00 ft.; thence N.0°16'00"E. 50.00 ft.; thence N.89°44'00"E. 951.150 ft.; thence S.0°45'22"W. 100.00 ft.; thence N.89°44'00"E. 300.00 ft.; thence S.0°45'22"E. 1204.045 ft.; thence S.88°54'40"W. 1329.826 ft.; thence N.0°36'52"E. 1323.092 ft. to the point of beginning.

Less and excepting the dedicated right of way for Wasatch Blvd. and containing 36.7506 acres.

(EXECUTE ONLY IF APPLICABLE)

BULK RATE ADDENDUM

THIS ADDENDUM is entered into as of Dec 8th, 1998, between The Residents at Bell Canyon c/o Radem Bros. Construction ("Owner") and TCI Cablevision of Utah, Inc. ("Company"). Owner and Company are parties to the attached MDU Service Agreement or other agreement providing for Company's access to Owner's Premises ("Agreement"). The parties agree to supplement the Agreement as follows:

- SERVICES.** Company agrees to provide services ("Services") consisting of those described below to 3 outlets in 39 units on the Premises. Owner will pay Company a monthly per unit service fee of \$13.50 per unit for a total monthly billing of \$526.50, plus applicable franchise fees, governmental access fees, and sales taxes ("Monthly Service Charge"). The Services will initially include (if more room is needed, use the back side of the Addendum):

Company in its discretion may make additions, deletions or modifications to its program line-up and the Services. Premium services may not be shown in common areas of the Premises.
- CHARGES.** Company may increase the Monthly Service Charge upon 30 days' notice to Owner. The initial Monthly Service Charge is guaranteed not to increase for 12 months from the date of the Agreement, and may increase no more than 6 % during any twelve month period thereafter.
- TERM.** This Addendum will be effective as of the date of the Agreement and its term shall be coterminous with the Agreement.
- OTHER SERVICES.** Company may provide to residents of the Premises additional communications and information services or programming other than those listed above using the same or different transmission technologies ("Additional Services"). Company may offer to residents of the Premises certain additional equipment which might be necessary to receive the Services or any other services provided to residents. With respect to such individual services or additional equipment provided, Company will bill such residents directly. Owner will have no responsibility for any service or equipment fees incurred by such residents. Company may disconnect all Services and Additional Services to any resident of a unit if such resident fails to timely pay for any services or equipment.
- STATEMENTS.** All statements rendered pursuant to this Addendum will be due when rendered and will be subject to late charges of 1% per month if not paid within 15 days of receipt thereof.
- CONVERTER BOXES.** Company has delivered to Owner 1 converter boxes for placement in individual units of the Premises which will be considered to be the property of Company, its agents or designees. Owner will be responsible for any loss or damage to such Converter Boxes and agrees to pay Company the retail replacement value and other reasonable costs incurred by Company because of such loss. (Delete or cross-out paragraph if inapplicable.)
- RIGHTS AFTER TERMINATION.** Upon expiration or termination of this Addendum or the Agreement for any reason, Company will have the right to contract with and provide services to individual residents of the Premises and will bill such residents directly.
- CONFIDENTIALITY.** Owner and/or any person signing on behalf of Owner hereby agrees to not, directly or indirectly, disclose to any third party the terms of the Agreement or this Addendum, except as may be required by law. Notwithstanding the foregoing, the terms of this Addendum may be disclosed by Owner, upon notice to Company, to a purchaser or bona fide potential purchaser of the Premises.
- LIQUIDATED DAMAGES.** In view of the difficulty of determining the amount of damages which may result from Owner terminating this Agreement without adequate cause, Company may elect as its remedy payment from Owner to Company, not as a penalty but as liquidated damages, an amount equal to the product of (i) 75% of the Monthly Service Charge in effect immediately preceding the effective date of such termination, multiplied by (ii) the number of full or partial months remaining in the term, including any renewal term, if applicable.
- SUPPLEMENT TO AGREEMENT.** The terms and conditions of the Agreement will remain in full force and effect, except as modified by this Addendum. This Addendum will serve only to supplement the Agreement.

OWNER:

The Residents at Bell Canyon c/o Radem Bros. Construction

By: [Signature]
Title: SEC/TREAS.

COMPANY (local TCI affiliate):

TCI Cablevision of Utah, Inc.

By: [Signature]
Title: Reg. Vice Pres.

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