

## CONDOMINIUM SERVICE AGREEMENT

7533327

THIS AGREEMENT ("Agreement") dated as of October 5, 1999 is made and entered into by and between [TCI Entity] TCI Cablevision of Utah, Inc. ("Company"), and Oakwood Gardens ("Association"), which has control over certain real estate and improvements commonly known as the Oakwood Garden HOA located at 939 So. Donner ("Premises"), consisting of 35 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 Salt Lake City ("System") pursuant to a franchise agreement, permit or other authority to operate the System, (as extended or renewed from time-to-time, ("Franchise"). Association 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. **RIGHT OF ACCESS.** Association 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 Association's equipment used in connection with provision of the Services, and the marketing and provision of the Services. Association 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 Association pursuant to this Section will extend to such Agents. Association 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, Association will provide Company's employees and Agents access to the Premises at reasonable times for the exercise of its rights hereunder. In addition to the other rights granted by Association hereunder, upon termination of this Agreement, Association 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 any easement granted by Association 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.

(X) Bulk Rate Account: Company will market and contract with the Association for certain of the Services in accordance with a Bulk Rate Addendum to be signed by Company and Association. 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 5 anniversary of the effective date of this Agreement, and to the extent allowable under Federal law, Association 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. It will continue for the term seven (7) years, with automatic renewal terms of one (1) year each unless either party gives written notice of cancellation at least three-months prior to any expiration date.

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

**ASSOCIATION:**

Oakwood Gardens HOA

By: Jeffrey A. Richard Jr.  
Print Name: JEFFREY A. RICHARD JR  
Title: PRESIDENT  
Address: 939 S. DONNER WAY  
#101  
Telephone: 583-6384  
Telexopy:

STATE OF Utah  
COUNTY OF Salt Lake ss

This instrument was acknowledged before me on Oct. 13 1999 by  
Jeffrey A. Richard Jr. as President of  
Oakwood Gardens HOA  
Given under my hand and seal of office.  
My commission expires:  
Aug. 20, 2001 Notary Public  
[Seal]

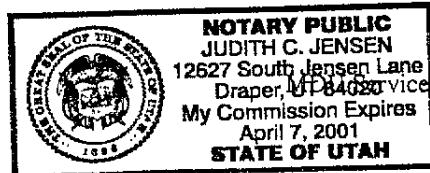
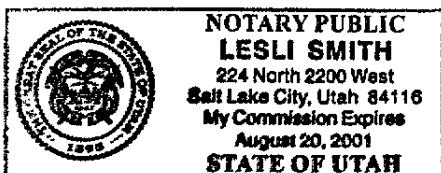
**COMPANY:**

TCI Cablevision of Utah, Inc.

By: Jerry R. Boler  
Print Name: Dick Freeman ~~as Jerry Boler~~  
Title: Regional Vice President  
Address: 1245 E. Brickyard Rd. #400, SLC, Utah 84106  
#400  
Telephone: 801-488-5600  
Telexopy: 801-488-5610

STATE OF Utah  
COUNTY OF Salt Lake ss

This instrument was acknowledged before me on Oct. 27 1999 by  
Jerry Boler as Regional VP of  
TCI Cablevision of Utah, Inc.  
Given under my hand and seal of office.  
My commission expires:  
4/1/2001 Notary Public  
[Seal]



## 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 Association 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 Association or its agents or employees, or any resident of the Premises.

(ii) Association will repair any damage to the Equipment caused by Association, its agents, or employees, or any resident of the Premises. Association 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 Association 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 Association 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. Association will not, and will not permit any third party to, attach to or use in any manner the Equipment or any portion thereof. Association 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. Association 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 shall become the sole property of the Owner and the Company shall abandon the wiring in place and once abandoned, shall have no further liability or obligation whatsoever thereto. 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 Association 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, failure of equipment or facilities, the occurrence of an event of "force majeure", 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 Association. If Association 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.

JPL

**H. LEGAL STATUS.** This Agreement does not create any agency, employment, joint employer, joint venture or partnership between Company and Association. 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 Association. Upon such termination, Company will refund to Association any amounts prepaid hereunder in accordance with Company's refund policies.

**J. ASSOCIATION COOPERATION.** Association 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. Association 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. Association acknowledges that the breach by Association 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 Association will cause Company irreparable injury and damage; Association, 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 Association. 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.** Association represents and warrants that it has the right to execute and deliver this Agreement on behalf of the individual owners of units in the Premises, and that this Agreement is binding and enforceable upon Association and the owners of the units in the Premises. The person signing on behalf of the Association represents that he/she is an officer or authorized agent of Association, with full authority to bind Association 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, other than any grant of easement entered into by the parties concurrently with this Agreement. This Agreement (and any such grant of easement) contains the entire agreement between Association 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 1 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  
CONDOMINIUM Service Agreement  
dated  
October 5-1998  
between

and

Declarant hereby submits to the provisions of the Act, as the Parcel associated with Oakwood Gardens Condominium, the following described real property situated in the City and County of Salt Lake, State of Utah:

Beginning at a point on the Easterly Line of Donner Way, said point being North 431.25 feet and East 213.38 feet from the center of Section 11, Township One South, Range One East, Salt Lake Base and Meridian, and running thence South 75° 00' East 113.19 feet; thence North 14° 09' East 20.24 feet; thence South 75° 51' East 45.77 feet; thence South 26° 09' West 21.32 feet; thence South 75° 00' East 45.47 feet; thence South 26° 09' West 236.33 feet to the Northerly Line of Kennedy Drive; thence North 89° 36' 40" West along said Northerly Line 136.955 feet to a point of intersection with the East Line of Donner Way; thence North 0° 23' 20" East along said East Line 72.791 feet to a point of a 415.00 foot radius curve to the right; thence Northerly along the Easterly Line of said Donner Way and arc of said curve 186.59 feet to a point of tangency; thence North 26° 09' East along the Easterly Line of said Donner Way 11.25 feet to the point of Beginning.

TOGETHER WITH an Easement over the following-described tract, which Easement was created by an instrument styled "Grant of Easement and Agreement," dated October 12, 1971, recorded in the official records of Salt Lake County, Utah on October 15, 1971 as Entry No. 2415595 in Book 3007, at Page 277 (as amended by a certain "Amendment to Grant of Easement and Agreement"):

Beginning at a point on the North line of Kennedy Drive, said point being North 167.34 feet and East 302.41 feet from the center of Section 11, Township 1 South, Range 1 East, Salt Lake Base and Meridian running thence North 26° 09' East 280.33 feet; thence South 63° 51' East 60.00 feet; thence South 26° 09' West 216.82 feet; thence North 63° 51' West 17.50 feet; thence South 26° 09' West 43.00 feet to the North line of said Kennedy Drive; thence North 89° 36' 40" West along said North line 47.19 feet to the point of beginning.

TOGETHER WITH Parking Stall Unit Nos. P-1 through P-18, inclusive, and the undivided ownership interests in the Common Areas and Facilities which are actually appurtenant to said Units, subject to agreement concerning the rights, authority, and powers of the owners of the "Fee" as described in WARRANTY DEED, dated October 26, 1976, recorded in the official records of Salt Lake County, Utah on October 29, 1976 as Entry No. 2871598 in Book 4387, at Page 197.

THE ABOVE DESCRIBED TRACTS, EASEMENTS, AND RIGHTS ARE SUBJECT TO the various electric, telephone, and gas line easements or rights-of-way shown on Page 1 of the Record of Survey Map.

•POOR COPY  
CO. RECORDER

6039 PAGE 1448

MDU Service Agreement Page 4

(EXECUTE ONLY IF APPLICABLE)

**BULK RATE ADDENDUM**

THIS ADDENDUM is entered into as of October 5, 1999 between Oakwood Garden HOA (Association") and TCI Cablevision of Utah, Inc. ("Company"). Association and Company are parties to the attached Condominium Service Agreement or other agreement providing for Company's access to the Premises ("Agreement"). The parties agree to supplement the Agreement as follows:

1. **SERVICES.** Company agrees to provide services ("Services") consisting of those described below to 2 outlets in 35 units on the Premises. Association will pay Company a monthly per unit service fee of \$11.75 per unit for a total monthly billing of \$411.25, plus applicable franchise fees, governmental access fees, and sales taxes ("Monthly Service Charge"). The Services will initially include Basic and Expanded Basic.  
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.
2. **CHARGES.** Company may increase the Monthly Service Charge upon 30 days' notice to Association. 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.
3. **TERM.** This Addendum will be effective as of the date of the Agreement and its term shall be coterminous with the Agreement.
4. **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. Association 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.
5. **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.
6. **CONVERTER BOXES.** Company has delivered to Association 0 converter boxes for placement in individual units of the Premises which will be considered to be the property of Company, its agents or designees. Association 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.)
7. **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.
8. **CONFIDENTIALITY.** Association and/or any person signing on behalf of Association 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 Association, upon notice to Company, to a purchaser or bona fide potential purchaser of the Premises.
9. **LIQUIDATED DAMAGES.** In view of the difficulty of determining the amount of damages which may result from Association terminating this Agreement without adequate cause, Company may elect as its remedy payment from Association 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.
10. **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.

ASSOCIATION:

Oakwood Gardens HOA

By: *Jeffrey A. Richard Jr.*  
Title: *President*

COMPANY (local TCI affiliate):

TCI Cablevision of Utah, Inc.

By: *Darryl R. Boles*  
Title: *Block Manager GARY BOLES  
REGIONAL VICE PRESIDENT*

## AGREEMENT FOR GRANT OF EASEMENT

THIS AGREEMENT FOR GRANT OF EASEMENT is made as of **October 5, 1999** between TCI Cablevision of Utah, Inc. ("Company") and Oakwood Gardens HOA ("Association").

WHEREAS, Association controls the premises ("Premises"), which consists of **35** units, known as **Oakwood Gardens Condos**, located at **939 So. Donner, SLC, Utah 84108**, and more specifically described on Schedule 1 hereto ("Premises");

WHEREAS, Company is cable television provider operating under a franchise granted **Salt Lake City** ("Franchise"); and

WHEREAS, Association and Company have entered into a Condominium Service Agreement of equal date herewith ("Agreement") pursuant to which Company may provide multi-channel video programming and any other communications and information services that Company may legally provide ("Services") to the residents of the Premises;

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 Company in accordance with Section 2 hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Association does hereby grant, bargain, sell, assign and convey to Company, its successors and assigns, such easements on, over, under, within and through the Premises as are necessary to install, maintain, repair, replace and remove such coaxial cable and/or fiber optic line, internal wiring, amplifiers, converters and other equipment and facilities as Company deems necessary, desirable or convenient (collectively, the "Equipment") for the provision of Services to the Premises, together with rights of ingress and egress on and over the Premises 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 condominium complex, 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 Premises shall bind each and every Association thereof hereafter. The easements and rights granted herein shall be for a term of 15 years with automatic renewal terms of 5 years unless either party gives written notice with intention to cancel at least 6 months prior to any expiration of this Agreement.

### 2. Consideration

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

### 3. Ownership of Equipment

All Equipment, including without limitation all coaxial cable and/or fiber optic line, and internal wiring, shall be and remain the property of Company and shall remain subject to Company's exclusive management and control, and unless otherwise required by law, neither Association nor current or subsequent Association or Associations of the Premises or any part thereof (including without limitation condominium units) shall acquire any right, title or interest in any of the Equipment as a result of the placement of the Equipment on the Premises.

### 4. Installation and Maintenance of Equipment; Removal

Company agrees to make all installations of Equipment on the Premises in a good and workmanlike manner, and to perform all work with reasonable care. Company shall maintain the Equipment in a good and safe condition at all times. Company shall promptly repair any damage done to the Premises in connection with the installation, repair or maintenance of the Equipment. Company shall at all times during the term of this Agreement carry, and require its contractors to carry, insurance to protect Association 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 Premises. [Upon termination of the easements and rights granted hereby,] Company shall have the right to enter the Premises and remove the Equipment and the Additional Equipment (as defined below). Company agrees to restore the Premises to its original condition, reasonable wear and tear excepted.

### 5. Non-Disturbance

Association represents and warrants to Company that Association 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. Association further covenants and agrees that, during the term of this Agreement, Association will in no way disturb, alter or move any part of the Equipment.

## 6. Additional Equipment

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

## 7. Taxes

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

## 8. Representations and Warranties of Company

Company represents and warrants to Association that Company 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. Company 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 Company and constitutes a valid and binding agreement of Company, enforceable in accordance with its terms.

## 9. Representations and Warranties of Association

Association represents and warrants to Company that Association 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. Association has the right to execute and deliver this Agreement on behalf of the individual owners of units in the Premises, and this Agreement is binding and enforceable upon Association and the owners of the units in the Premises. The person signing on behalf of the Association represents that he/she is an officer or authorized agent of Association, with full authority to bind Association to the terms and conditions of this Agreement.

## 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. Association shall assign this Agreement to any individual or entity purchasing the Premises, 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. Company may assign this agreement to any affiliate and 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.

Association: Oakwood Gardens HOA

By: *Jeffrey A. Richardson*  
Name: **JEFFREY A. RICHARDSON**  
Title: **PRESIDENT**  
Phone #: **238-2498**  
**583-6386**

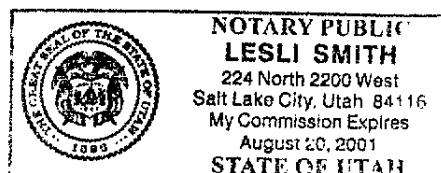
Company: TCI Cablevision of Utah, Inc.

By: *David R. Boler*  
Name: **DAVID R. BOLER**  
Title: **Regional Vice President**

WITNESS my hand and official seal.

*Lesli Smith*  
Notary Public

My Commission Expires: *Aug. 20, 2001*



Schedule I

[Legal description of Premises in form suitable for recordation]

Declarant hereby submits to the provisions of the Act, as the Parcel associated with Oakwood Gardens Condominium, the following described real property situated in the City and County of Salt Lake, State of Utah:

Beginning at a point on the Easterly Line of Donner Way, said point being North 431.25 feet and East 213.38 feet from the center of Section 11, Township One South, Range One East, Salt Lake Base and Meridian, and running thence South  $75^{\circ} 00'$  East 113.19 feet; thence North  $14^{\circ} 09'$  East 20.24 feet; thence South  $75^{\circ} 51'$  East 45.77 feet; thence South  $26^{\circ} 09'$  West 21.32 feet; thence South  $75^{\circ} 00'$  East 45.47 feet; thence South  $26^{\circ} 09'$  West 236.33 feet to the Northerly Line of Kennedy Drive; thence North  $89^{\circ} 36' 40''$  West along said Northerly Line 136.955 feet to a point of intersection with the East Line of Donner Way; thence North  $0^{\circ} 23' 20''$  East along said East Line 72.791 feet to a point of a 415.00 foot radius curve to the right; thence Northerly along the Easterly Line of said Donner Way and arc of said curve 186.59 feet to a point of tangency; thence North  $26^{\circ} 09'$  East along the Easterly Line of said Donner Way 11.25 feet to the point of Beginning.

TOGETHER WITH an Easement over the following-described tract, which Easement was created by an instrument styled "Grant of Easement and Agreement," dated October 12, 1971, recorded in the official records of Salt Lake County, Utah on October 15, 1971 as Entry No. 2415595 in Book 3007, at Page 277 (as amended by a certain "Amendment to Grant of Easement and Agreement"):

Beginning at a point on the North line of Kennedy Drive, said point being North 167.34 feet and East 302.41 feet from the center of Section 11, Township 1 South, Range 1 East, Salt Lake Base and Meridian running thence North  $26^{\circ} 09'$  East 280.33 feet; thence South  $63^{\circ} 51'$  East 60.00 feet; thence South  $26^{\circ} 09'$  West 216.82 feet; thence North  $63^{\circ} 51'$  West 17.50 feet; thence South  $26^{\circ} 09'$  West 43.00 feet to the North line of said Kennedy Drive; thence North  $89^{\circ} 36' 40''$  West along said North line 47.19 feet to the point of beginning.

TOGETHER WITH Parking Stall Unit Nos. P-1 through P-18, inclusive, and the undivided ownership interests in the Common Areas and Facilities which are actually appurtenant to said Units, subject to agreement concerning the rights, authority, and powers of the owners of the "Fee", as described in WARRANTY DEED, dated October 26, 1976, recorded in the official records of Salt Lake County, Utah on October 29, 1976 as Entry No. 2871598 in Book 4387, at Page 197.

THE ABOVE DESCRIBED TRACTS, EASEMENTS, AND RIGHTS ARE SUBJECT TO the various electric, telephone, and gas line easements or rights-of-way shown on Page 1 of the Record of Survey Map.

-POOR COPY.  
CO. RECORDER

BK 6039 PAGE 1448

BK 8329 PG 4680

7533327  
12/14/1999 01:56 PM 25.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
AT&T CABLE SERVICES  
1350 E MILLER  
SALT LAKE CITY UT 84106  
BY: RDJ, DEPUTY - WI 8 P.

BK8329PG4681