

A0323

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 **Panorama HOA** ("Association").

7567738

WHEREAS, Association controls the premises ("Premises"), which consists of **48** units, known as **Panorama Condos**, located at **8 Hillside Ave., 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.

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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: Panorama HOA

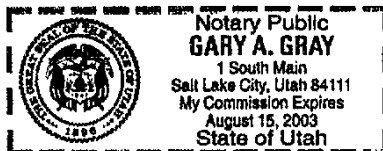
By: [Signature]
Name:
Title: Pres HOA
Phone #: 534-1150

Company: TCI Cablevision of Utah, Inc.

By: [Signature]
Name: Dick [unclear]
Title: Regional Vice President

WITNESS my hand and official seal.

[Signature]
Notary Public
My Commission Expires: 8/15/03



Schedule 1

[Legal description of Premises in form suitable for recordation]

PANORAMA CONDOMINIUM
Located in Block 3, Plat "E"
8 Hillside Ave
Salt Lake City, Utah 84103
Ph 536-5239

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RXAU ENTRY # 7263458 KIND OF INSTR A DECL BOOK 8251 PAGE 3297
 REC DATE/TIME 02/22/1999 02:27 INSTR DATE 01/12/1999 CONSIDERATION
 1ST PANORAMA CONDO HMNRS ASSN INC 1ST
 2ND WHOM MAY CONCERN 2ND DOCUMENT FINISHED? Y N N
 DATE FINISHED: 03/03/1999

09-31-307-002-0000	PANORAMA APTS CONDO	* SUB	00000
	~ DESCRIPTION AS FOLLOWS:	U 101	00005
	ALL OF LOT 4 BLK 3 PL E ALSO BEG AT THE		00010
	NW COR OF LOT 4 BLK 3 PL E W 5 FT S 161.6 FT		00015
	E 5 FT N 161.6 FT TO POB		00020
	AMENDED & RESTATED DECLARATION OF CONDO OF		00025
	PANORAMA CONDO #2521914 BK 3269 PG 179		00030
09-31-307-003-0000	PANORAMA APTS CONDO	* SUB	00035
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 102	00040
09-31-307-004-0000	PANORAMA APTS CONDO	* SUB	00045
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 103	00050
09-31-307-005-0000	PANORAMA APTS CONDO	* SUB	00055
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 104	00060
09-31-307-006-0000	PANORAMA APTS CONDO	* SUB	00065
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 105	00070
09-31-307-007-0000	PANORAMA APTS CONDO	* SUB	00075
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 201	00080
09-31-307-008-0000	PANORAMA APTS CONDO	* SUB	00085

PF: 1=RXEN 3=RXPS 4=PREV 5=RETURN 6=NEXT 7=RXPT 8=RXPN 9=MENU 10=RXKP 11=RXAB

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RXDU ENTRY # 7263458

EXTRA INFORMATION FOR ABSTRACTING:

09-31-307-009-0000	SAME DESCRIPTION AND RECITAL AS ABOVE PANORAMA APTS CONDO	U 202 * SUB	00091 00096
09-31-307-010-0000	SAME DESCRIPTION AND RECITAL AS ABOVE PANORAMA APTS CONDO	U 203 * SUB	00101 00106
09-31-307-011-0000	SAME DESCRIPTION AND RECITAL AS ABOVE PANORAMA APTS CONDO	U 204 * SUB	00111 00116
09-31-307-012-0000	SAME DESCRIPTION AND RECITAL AS ABOVE PANORAMA APTS CONDO	U 205 * SUB	00121 00126
09-31-307-013-0000	SAME DESCRIPTION AND RECITAL AS ABOVE PANORAMA APTS CONDO	U 206 * SUB	00131 00136
09-31-307-014-0000	SAME DESCRIPTION AND RECITAL AS ABOVE PANORAMA APTS CONDO	U 207 * SUB	00141 00146
09-31-307-015-0000	SAME DESCRIPTION AND RECITAL AS ABOVE PANORAMA APTS CONDO	U 208 * SUB	00151 00156
09-31-307-016-0000	SAME DESCRIPTION AND RECITAL AS ABOVE PANORAMA APTS CONDO	U 301 * SUB	00161 00166
09-31-307-017-0000	SAME DESCRIPTION AND RECITAL AS ABOVE PANORAMA APTS CONDO	U 302 * SUB	00171 00176
09-31-307-018-0000	SAME DESCRIPTION AND RECITAL AS ABOVE PANORAMA APTS CONDO	U 303 * SUB	00181 00186
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 304	00191

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RXDU ENTRY # 7263458

EXTRA INFORMATION FOR ABSTRACTING:

09-31-307-019-0000	PANORAMA APTS CONDO	* SUB	00197
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 305	00202
09-31-307-020-0000	PANORAMA APTS CONDO	* SUB	00207
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 306	00212
09-31-307-021-0000	PANORAMA APTS CONDO	* SUB	00217
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 307	00222
09-31-307-022-0000	PANORAMA APTS CONDO	* SUB	00227
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 308	00232
09-31-307-023-0000	PANORAMA APTS CONDO	* SUB	00237
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 401	00242
09-31-307-024-0000	PANORAMA APTS CONDO	* SUB	00247
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 402	00252
09-31-307-025-0000	PANORAMA APTS CONDO	* SUB	00257
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 403	00262
09-31-307-026-0000	PANORAMA APTS CONDO	* SUB	00267
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 404	00272
09-31-307-027-0000	PANORAMA APTS CONDO	* SUB	00277
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 405	00282
09-31-307-028-0000	PANORAMA APTS CONDO	* SUB	00287
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 406	00292
09-31-307-029-0000	PANORAMA APTS CONDO	* SUB	00297

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EXTRA INFORMATION FOR ABSTRACTING:

	SAME DESCRIPTION AND RECITAL AS ABOVE	U 407	00302
09-31-307-030-0000	PANORAMA APTS CONDO	* SUB	00307
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 408	00312
09-31-307-031-0000	PANORAMA APTS CONDO	* SUB	00317
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 501	00322
09-31-307-032-0000	PANORAMA APTS CONDO	* SUB	00327
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 502	00332
09-31-307-033-0000	PANORAMA APTS CONDO	* SUB	00337
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 503	00342
09-31-307-034-0000	PANORAMA APTS CONDO	* SUB	00347
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 504	00352
09-31-307-035-0000	PANORAMA APTS CONDO	* SUB	00357
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 505	00362
09-31-307-036-0000	PANORAMA APTS CONDO	* SUB	00367
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 506	00372
09-31-307-037-0000	PANORAMA APTS CONDO	* SUB	00377
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 507	00382
09-31-307-038-0000	PANORAMA APTS CONDO	* SUB	00387
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 508	00393
09-31-307-039-0000	PANORAMA APTS CONDO	* SUB	00398
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 601	00403

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EXTRA INFORMATION FOR ABSTRACTING:

09-31-307-040-0000	PANORAMA APTS CONDO	* SUB	00408
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 602	00413
09-31-307-041-0000	PANORAMA APTS CONDO	* SUB	00418
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 603	00423
09-31-307-042-0000	PANORAMA APTS CONDO	* SUB	00428
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 604	00433
09-31-307-043-0000	PANORAMA APTS CONDO	* SUB	00438
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 605	00443
09-31-307-044-0000	PANORAMA APTS CONDO	* SUB	00448
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 701	00453
09-31-307-045-0000	PANORAMA APTS CONDO	* SUB	00458
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 702	00463
09-31-307-046-0000	PANORAMA APTS CONDO	* SUB	00468
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 703	00473
09-31-307-047-0000	PANORAMA APTS CONDO	* SUB	00478
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 704	00483
09-31-307-065-0000	PANORAMA APTS CONDO	* SUB	00488
	SAME DESCRIPTION AND RECITAL AS ABOVE	U 705	00493
09-31-307-001-0000	PANORAMA APTS CONDO	* SUB	00498
	SAME DESCRIPTION AND RECITAL AS ABOVE	U AREA	00503
09-31-307-049-0000	PANORAMA APTS CONDO	* SUB	00508

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RXDU ENTRY # 7263458

EXTRA INFORMATION FOR ABSTRACTING:

SAME DESCRIPTION AND RECITAL AS ABOVE	U PENT	00513
PANORAMA APTS CONDO	* MISC	00518
AMENDED & RESTATED DECLARATION OF CONDO OF		00523
PANORAMA CONDO #2521914 BK 3269 PG 179		00528

7567738
02/02/2000 02:57 PM 72.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
AT&T
1165 E WILMINGTON AVE
SLC UT 84106
BY: SBM, DEPUTY - WI 9 P.

#205

SLC UT 84106

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