

AGREEMENT FOR GRANT OF EASEMENT

THIS AGREEMENT ("Agreement") dated as of July 6, 2000 is made and entered into by and between TCI Cablevision of Utah, Inc., on behalf of itself and any entity controlling, controlled by or under common control with AT&T Corp. (hereinafter in the aggregate referred to as "AT&T"), and Sherry K. Peterson ("Owner"), which owns or has control over certain real estate and improvements commonly known as the Sherry Kaye Apartments located at 1985 South 1200 East, Salt Lake City, UT 84105, and legally described on Exhibit A ("Premises"), consisting of all 20 units plus any units added or constructed in the future. Owner and AT&T desire to provide for AT&T's access to the Premises in order to install the equipment, on the terms and conditions provided herein, necessary to provide various services ("Services") to the residents of the Premises. Such Services shall include, but not be limited to, local, intraLATA toll (or local toll), long distance, high-speed data, video/cable television (provided pursuant to any applicable agreements specifically relating to such video/cable television services) and other lawful services and applications that AT&T may provide now or in the future. Therefore, in consideration of the mutual covenants made by the parties hereto, and of other good and 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 EASEMENT AND RIGHTS.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby grants and conveys to AT&T, its successors and assigns, a non-exclusive Easement (subject to Paragraph 5 below) on, over, under, within, and through the Premises as necessary or desirable for the routing, installation, maintenance, service and operation of the Equipment (as hereinafter defined), and the marketing and provision of the Services, together with rights of ingress and egress on and over the Premises as necessary for the use and enjoyment of the Easement herein granted. Owner agrees that AT&T 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. After the Equipment has been installed for the provision of Services, Owner will provide AT&T's employees and Agents access to necessary portions of the Premises upon reasonable notice to perform installation and maintenance functions. In the event of an outage or other emergency, Owner will provide access to necessary portions of the Premises twenty-four (24) hours a day, seven (7) days a week so that AT&T may perform emergency repairs. AT&T will be allowed access to a residential unit by Owner only with the prior consent of the resident. In addition to the other rights granted by Owner hereunder, upon termination of this Agreement, Owner hereby grants to AT&T the right to enter the Premises in order to remove the Equipment from the Premises if AT&T so desires.

2. **TERM.** This Agreement will be effective on the date hereof and will continue for so long as AT&T may lawfully provide the Services, not to exceed fifteen (15) years from the date of this Agreement. The Easement hereby granted, and the covenants and agreements provided herein, shall run with the land and the burden upon the applicable Premises shall bind Owner, and each and every subsequent owner, thereof for the Term of the Easement.

3. **OWNER'S PREMISES; INDEMNIFICATION.**

(i) AT&T will repair at its expense any damage to the Premises to the extent caused by AT&T, its employees, or the Agents, normal wear and tear excepted. Except as otherwise set forth herein, AT&T will hold harmless and indemnify Owner from and against any and all losses or damages (including reasonable attorneys' fees) to the extent caused by AT&T's or its Agents' installation, maintenance, service, removal or operation of the Equipment, except to the extent of loss or damage arising from any negligent or intentional act or omission of Owner or its agents or employees, any resident of the Premises, or any third party.

(ii) AT&T, at Owner's reasonable expense, will repair any damage to the Equipment caused by Owner, its agents, or employees, or any resident of the Premises. Except as otherwise set forth herein, Owner will hold harmless and indemnify AT&T, its agents and employees, from and against any and all losses or damages (including reasonable attorneys' fees) arising from or with respect to any breach of this Easement or any negligent or intentional act or omission of Owner or its agents or employees, or any resident of the Premises.

4. **EQUIPMENT.** AT&T shall have the right to construct, install, own, maintain, use, operate, upgrade, repair, replace and remove such cabling, wiring, power supplies, risers, conduit, molding, network equipment, facilities and components associated therewith, and other equipment or facilities necessary for the provision of the Services ("Equipment"). Owner will have no obligation to service or maintain the Equipment. No Equipment installed by AT&T shall constitute a fixture of the Premises, but will at all times be owned by, and remain the property of AT&T, whether or not attached to or incorporated in the Premises. All such Equipment shall remain subject to AT&T's exclusive management and control, and unless otherwise required by law, neither Owner nor any resident of the Premises will have or obtain any right, title or interest therein. Owner will not, and will not permit any third party to, disturb, alter, move, attach to or use in any manner the Equipment or any portion thereof. Owner warrants that it has not granted and shall not grant to any other person or entity any easements or rights which could materially and adversely interfere with AT&T's use and operation of the Equipment. AT&T will have the right to use, and Owner agrees to assist AT&T in locating and accessing, the telephone/equipment room(s) and any already existing and available facilities, distribution and inside wiring, riser and conduit space and any rights of way, within and into the Premises, regardless of ownership, for delivery of the Services. AT&T shall have the right to construct, where necessary and at its sole cost, any additional distribution, riser and conduit facilities. Owner shall provide without charge adequate space and electricity for the Equipment.

5. **SUCCESSORS TO BOTH PARTIES.** The benefits and obligations of this Agreement will inure to and be binding upon the successors, assigns, heirs, and personal representatives of AT&T and Owner during the Term hereof. Owner shall make the assumption of this Agreement a condition of any sale, transfer or assignment of the Premises.

7729278

7729278
09/29/2000 02:29 PM 24.00
Book - 8391 Pg - 1684-1691
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
AT&T
1165 E WILMINGTON AVE #295
SLC UT 84106
BY: KCC, DEPUTY - WI 8 P.

BK 8391 PG 1684

6. **TERMINATION.** This Agreement may be terminated prior to expiration of its term (a) by either party in the event of material breach of this Agreement after 30 days' written notice, 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 AT&T upon at least 60 days' written notice if AT&T is unable to continue distribution of any one or more of the Services due to any law, rule, regulation, judgment, contract with third party or other reason beyond the reasonable control of AT&T. **Notwithstanding any other provision of this Agreement, in no event will either party be liable to the other for incidental or consequential damages.** Upon termination of this Agreement, AT&T shall have an additional ninety (90) days to remove, transfer or sell part or all of the Equipment, in its sole discretion.

7. **AUTHORIZATIONS.** The person signing on behalf of Owner represents that he/she is the owner of the Premises or the authorized agent of the owner, with full authority to bind Owner to the terms and conditions of this Agreement. Owner represents and warrants that he/she has not entered into any exclusive agreements for the provision of Services with any person or entity in regard to the Premises. This Agreement will not be binding upon AT&T until signed by an authorized representative of AT&T.

AT&T:
 By: *Gary Bole*
 Print Name: Gary Bole
 Title: Regional Vice President
 Address: 1245 East Brickyard Road
 Salt Lake City, UT 84106
 Telephone: 801-488-5600

OWNER/AUTHORIZED AGENT:
 By: *Sherry Kay Peterson*
 Print Name: ~~Sherry Kay Peterson~~
 Title: ~~Owner~~
 Address: ~~522 S. Hillside Dr~~
~~Salt Lake City, Utah 84117~~
 Telephone: ~~272-2198~~

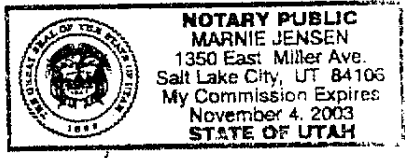
HIGHLIGHTED AREA-POOR COPY
 CO. RECORDER

ACKNOWLEDGEMENTS

State of Utah §
 County of Salt Lake §
 The foregoing instrument was acknowledged before me this 1 day of August, by Gary Bole, of TCI Cablevision of Utah, Inc. an affiliate of AT&T Corp., on behalf of said corporation.

(Seal) *Marnie Jensen*
 Notary Public, State of Utah

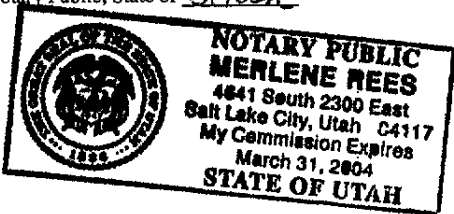
My Commission Expires:
11-4-2003



State of Utah §
 County of Salt Lake §
 The foregoing instrument was acknowledged before me this 11 day of July, by Sherry Kay Peterson, the _____ of _____, a _____ corporation, on behalf of said _____.

(Seal) *Merlene Rees*
 Notary Public, State of Utah

My Commission Expires:
3/31/2004



PROPERTY INFORMATION

| | | | | | |
|----------------|----------------|-----------------|-----------|-------------|-------|
| Parcel | 16174760110000 | Property Type | 10+ UNITS | Year Built | 0 |
| Building Style | | Eff. Year Built | 0 | Zoning | R-2 |
| Site Name | | | | Square Feet | 0 |
| Site Address | 1985 S 1200 E | | | Sale Date | |
| Site City | Salt Lake City | State | UT | Zipcode | 84105 |

OWNERSHIP INFORMATION

| | | | | |
|---------|--------------------------------|-------|----------------|-------|
| Owner | PETERSON, KEITH A. & SHERRY K. | | Telephone # | |
| Contact | Keith Peterson | | Owner Occupied | |
| Address | 5275 Hillnsden Dr | | Zipcode | 84117 |
| City | Salt Lake City | State | UT | |

PROPERTY TAX INFORMATION

| | | | | | |
|-------------------|---|--------------------|------|----------------|-----------|
| Building Value | \$274380 | Total Acres | 0.52 | Property Taxes | 4615.19 |
| Land Value | \$85610 | Mortgage Holder | 0000 | Tax Rate | 0.0191420 |
| Total Value | \$359990 | Hillside Residence | | | |
| Subdivision | | | | | |
| Legal Description | COM 50.4 RDS W & 10 RDS N FR SE COR SEC 17 T 1S R 1E SL MER N 142.2 FT M OR L W 159.9 FT S 142.2 FT M OR L E 159.9 FT TO BEG BEING IN LOT 20 BLK 1A 5 AC PLAT A | | | | |

*Jan 30
bill SALA*

BK 8391 PG 1686
BK 7055 PG 0158

RIGHT OF ENTRY AGREEMENT

TCI CABLEVISION OF UTAH, INC.
1251 E. Wilmington Ave. Suite 150
Salt Lake City, Utah 84106

5966250
11/15/94 2:42 PM 21-DC
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
TCI CABLEVISION
REC BY: S WEST DEPUTY - WI

5966250

PROPERTY OWNER

Name: Sherry K. Peterson

Address: 5275 Hillside Dr.

City, State, Zip: Salt Lake City, UT 84117

Contact Person: Keith Peterson

Telephone: Keith(801)487-2218, Sherry 272-2198

Owner or Authorized Agent: Sherry K. Peterson

PROPERTY

Complex Name: Sherry Kaye Apartments

Address: 1985 So. 1200 East

City/State/Zip: Salt Lake City, Utah 84106

Contact Person: Keith Peterson *was. Keith*

Telephone: 467-9135

This Agreement entered into this 6th day of September, 1993, by and between TCI CABLEVISION OF UTAH, INC. ("COMPANY"), and Sherry K. Peterson ("OWNER") located at 5275 Hillside Dr., Salt Lake City, UT 84117.

In consideration of the mutual covenants, benefits and promises set out herein, the parties mutually agree as follows:

1. OWNER hereby grants to COMPANY exclusive rights to construct, install, own, operate and maintain equipment necessary to provide cable television service ("SYSTEM"), upon the property and within the building(s) consisting of 20 units located at 1985 So. 1200 East in the city of Salt Lake City, and the county of Salt Lake, in the state of Utah (the "PROPERTY").
2. Subject to the availability thereof pursuant to applicable programming agreements, and the terms hereof, it is understood and agreed that the programming services offered by COMPANY hereunder will be those generally provided to the community. COMPANY reserves the right from time to time and at any time to modify or change such programming.
3. OWNER shall provide, without charge to the COMPANY, adequate space and electricity, and right of access for the construction, installation, operations, maintenance and repair of the SYSTEM, and for marketing, disconnecting and maintaining its service to residents of the PROPERTY, including, if necessary, a key to any locked room or door that contains the COMPANY'S SYSTEM.
4. COMPANY shall construct, install, own and maintain the SYSTEM in the building(s) described above, in accordance with all applicable regulations and codes. All parts of the SYSTEM on the PROPERTY, regardless of whether installed within or outside of building(s) and whether installed overhead, above, or underground, shall remain the personal property of COMPANY, and shall not be considered a fixture to the real estate or fixtures of the building(s) located thereon, nor shall any part of the SYSTEM be used at any time by or for the benefit of any party other than the COMPANY.

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8K8391P61687

5. COMPANY agrees to indemnify OWNER for any damage caused by COMPANY arising from or relating to the construction, installation, operation or removal of such facilities by COMPANY. COMPANY agrees to maintain public liability insurance covering its activities on the property, in amounts of not less than \$500,000 for injury to any one person, \$500,000 aggregate for any single occurrence, and at least \$500,000 for property damage.

6. TYPE OF ACCOUNT. (Check one and have OWNER initial.)

INDIVIDUAL RATE ACCOUNT: AP (Initials of OWNER). OWNER agrees that COMPANY shall have the right to market and contract with individual residents of the PROPERTY for service, who shall be charged and billed individually for connection to the SYSTEM at the COMPANY'S regular and current monthly service rates and connection charges applicable to the service ordered.

BULK RATE ACCOUNT: _____ (Initials of OWNER) OWNER agrees to pay for cable television service provided to the PROPERTY by COMPANY, and further agrees to enter into and sign COMPANY'S Bulk Rate Agreement. OWNER shall be responsible for and shall pay a monthly service charge under the conditions, rules and terms specified in the Bulk Rate Agreement.

7. By execution of the Agreement OWNER hereby grants COMPANY a Right of Entry and Exclusive Easement over, across, along and under the PROPERTY for the construction, installation, marketing, disconnecting, maintenance, repair, and replacement of all parts of the SYSTEM to serve the PROPERTY and/or adjoining properties.

8. OWNER agrees that resident managers will notify the COMPANY if and when they become aware of any damages to the COMPANY'S equipment including, but not limited to, lock boxes, cable, vault and converters.

9. It is understood and agreed that COMPANY may abandon its facilities in place and shall not be responsible for the removal thereof if such abandoned facilities will not interfere with the use and occupancy of the PROPERTY. The facilities will not be considered to be abandoned unless written notice to the effect is given by COMPANY to OWNER.

10. The term of this Agreement shall be for a period of fifteen (15) years, from the date first written above, renewable at the option of the COMPANY for an additional term of fifteen (15) years, however, the COMPANY may terminate this Agreement with thirty (30) days notice to the OWNER if COMPANY is unable to install or maintain the cable television system because of any governmental law, rule or regulation or due to any other cause beyond the reasonable control of the COMPANY. Should the OWNER elect to subscribe to a Bulk Rate Account for a term to be less than full term of this Agreement, upon expiration of the Bulk Rate Account term the OWNER may opt to renew that Bulk Rate Agreement or revert to the individually billed arrangement for the remainder of the term of this Agreement.

11. This Agreement supersedes any and all other Right of Entry Agreements between the parties, either oral or in writing, and replaces all other or previous Right of Entry Agreements relating to the subject matter hereof for the PROPERTY.

12. The benefits and obligations of this Agreement shall be considered as a covenant running with the land, and shall inure to the benefits of, and be binding upon, the successors, assignees, heirs and personal representatives of the OWNER and COMPANY. OWNER may not assign this Agreement without prior notice to the COMPANY and in no event unless the assignee agrees in writing to be bound by the terms of this Agreement.

BK 7055 PG 456
BK 8391 PG 1688

13. If legal action is necessary to enforce any provision of this Agreement, the prevailing party in such action shall be entitled to recover its costs and expenses of such action, including reasonable attorney's fees as determined pursuant to such action.

14. The undersigned OWNER or authorized agent hereby represents that he/she is the OWNER of the PROPERTY, or the authorized agent of the OWNER, with full authority to bind the OWNER to the terms and conditions of this Agreement.

OWNER:

COMPANY:

TCI CABLEVISION OF UTAH, INC.

By: Sherry Kaye Peterson
Signature
SHERRY KAYE PETERSON
Print Name
Title: Owner
Sept 6, 1993
Date

By: RM
Robert B. Vukich
Kid Kramer 10/2/93
Initialed by Commercial Accounts Manager

DR
David Reynolds
Vice President/COO
NOV - 5 1993
Date

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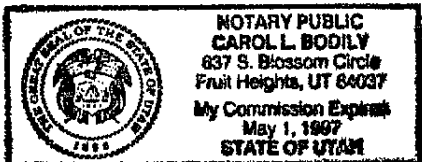
State of Utah)

County of Salt Lake)

§

On this 6th day of Sept, 1993, personally appeared before me Sherry K Peterson, and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

S
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A
L



Carol L. Bodily
Notary Public

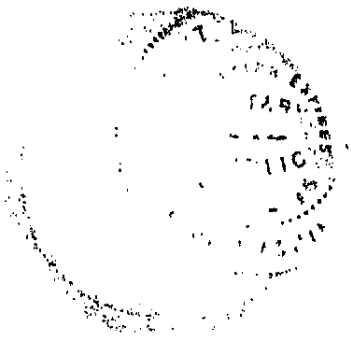
May 1, 1997
My Commission Expires

BK 8391 PG 1690
BK 7055 PG 0458

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On November 5, 1993, before me, a Notary Public in and for said State, personally appeared David M. Reynolds, known to me to be the Executive Vice President/Chief Operating Officer of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named as COMPANY and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Janet L. Turpen

Janet L. Turpen, Notary Public
In and for the State of Washington
Residing at: Bellevue, WA
My Commission Expires: May 20, 1996

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~~BK7055760159~~