

Operator Address:
TCI Cablevision of Utah, Inc.
AT&T Cable Services
Real Estate Department
P.O. Box 5630
Denver, CO 80217-5630

7759974
11/14/2000 01:45 PM 18.00
Book - 8401 Pg - 1709-1713
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
TCI CABLEVISION OF UTAH
4124 S 500 W
SLC UT 84123
BY: ZJM, DEPUTY - WI 5 P.

PARCEL I.D. # 32-01-351-006-0000

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into as of July 6, 2000 by and between Rosecrest, Inc., a Utah corporation, ("Grantor"), and TCI Cablevision of Utah, Inc., a Utah corporation, P. O. Box 5630, Denver, Colorado 80217-5630 ("Operator").

THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Grant of Easement.** For Ten Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Operator, its successors and assigns, an irrevocable, unrestricted easement in gross to the Property (as defined in section 2) for the installation, maintenance, operation, removal and repair of communication systems or other similar facilities, including, without limitation, lines, cables, amplifiers, electronic equipment and equipment containment facilities (the "Facilities"). Grantor hereby agrees that the Facilities shall remain the property of Operator, removable at Operator's option. The easement shall include the right to enter the Property for installation, maintenance, operation and removal of the Facilities during normal working hours. However, such right to enter shall extend to any time, day or night, where Operator determines that the maintenance, repair, operation or removal cannot wait until normal working hours. Grantor warrants that he has title to the Property and that Operator shall have peaceable enjoyment of such easement.

2. **Property.** Grantor's property (the "Property") is situated in the Town of Herriman, County of Salt Lake, State of Utah (the "Community"), with a street address of 14069 South 5600 West, Herriman, Utah 84065 and a legal description as set forth on Exhibit A and survey on Exhibit B attached hereto and made a part hereof.

3. **Repair.** Operator shall repair to the reasonable satisfaction of Grantor any structure, fence, paving, landscaping or other part of the Property which is altered or damaged during the installation, maintenance, repair or removal of the Facilities in the easement. Upon completion of installation of the Facilities, Operator shall plant trees and shrubbery or install other measures, to Grantor's reasonable satisfaction, for the purpose of concealing Operator's Facilities. Operator shall be responsible for repair of any damage, vandalism, and or graffiti to the site.

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4. **Assignment.** Operator may assign this Easement Agreement to any subsidiary or parent entity, affiliated entity or any entity that is a successor in interest to Operator. No additional consent to such assignment is required from Grantor other than the execution of this Agreement.

5. **Term.** Non-use or limited use of the rights granted to the Operator under this Agreement shall not prevent the Operator from later making full use of such rights granted hereby. The rights of the Operator hereunder shall remain in full force and effect until the Operator, in its sole discretion, determines to terminate this easement by providing sixty (60) days' prior written notice of such termination to the Grantor and removal of all of the Facilities from the Easement Area by the Operator. Upon any such termination of this Agreement by the Operator, the Operator shall record such documents in the land records as are necessary to remove this Agreement of record. Also upon any such termination of this Agreement by the Operator, the Operator shall also remove its equipment and restore site to original condition within 90 days of such termination.

6. **Non-Interference.** Grantor, for himself, his heirs, successors and assigns, covenants that the Property shall not be used in any manner which might interfere with or damage the Facilities, or which might interfere with the maintenance, operation or removal of the Facilities.

7. **Binding.** The provisions of and covenants contained in this easement shall run with the land and shall bind and inure to the benefit of the respective successors-in-interest of the parties hereto.

8. **Recordation.** Upon completion of the installation of the Facilities on the Property, Operator may record this Easement Agreement in the real property records of the county where the Property is located.

9. **Indemnification.** Operator shall indemnify, defend and hold Grantor its officers, directors, partners, affiliates, employees and authorized agents harmless from any liabilities, claims or damages (including reasonable attorneys fees) arising out of Operator's use of the Property, except to the extent any such liabilities, claims or damages arise out of acts or omissions of Grantor or Grantor's officers, directors, partners, affiliates, employees or authorized agents constituting negligence, willful misconduct or breach of this Easement Agreement. Grantor shall indemnify, defend and hold Operator, its officers, directors, partners, affiliates, employees and authorized agents harmless from any liabilities, claims or damages (including reasonable attorneys' fees) arising out of such acts or omissions of Grantor or Grantor's officers, directors, partners, affiliates, employees or authorized agents, except to the extent that such liabilities, claims, or damages arise out of acts or omissions of Operator or Operator's officers, directors, partners, affiliates, employees or authorized agents constituting negligence, willful misconduct, or a breach of this Easement Agreement.

[THIS SECTION INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has executed this Easement Agreement on the date first set forth above.

GRANTOR:

South Farm, L.L.C.

By: [Signature]

Name: Donald E. Wallace
(Print or type)

Title: Vice President of the Managing Member, Serventures, Inc.,
(Corporation)

STATE OF UTAH)

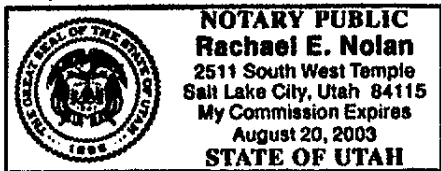
) ss.

COUNTY OF SALT LAKE)

By: _____
Name: _____
(Print or type)
Title: _____

On the 31st day of July, 2000, personally appeared before me Donald E. Wallace, the V. P. of the Managing Member, Serventures, Inc. of South Farm a Limited Liability corporation, known to me to be the Vice President of the Corporation that executed the within instrument and acknowledged to me that such Corporation executed the same. Witness my hand and official seal.

[SEAL]



[Signature]

Notary Public

Residing at Salt Lake City

My commission expires: 8/20/03

EXHIBIT A

Attached to and Forming a Part of the Easement Agreement between

Rosecrest, Inc., a Utah Corporation, as Grantor, and TCI Cablevision of Utah, Inc., a Utah corporation, as Operator

Legal Description

A certain twenty foot by twenty-five foot (20' x 25') tract or parcel of land lying approximately 45.5 feet east of the southwest corner of the below described Parcel 1 and immediately adjacent to existing utility easements for USW and UP&L.

PARCEL 1

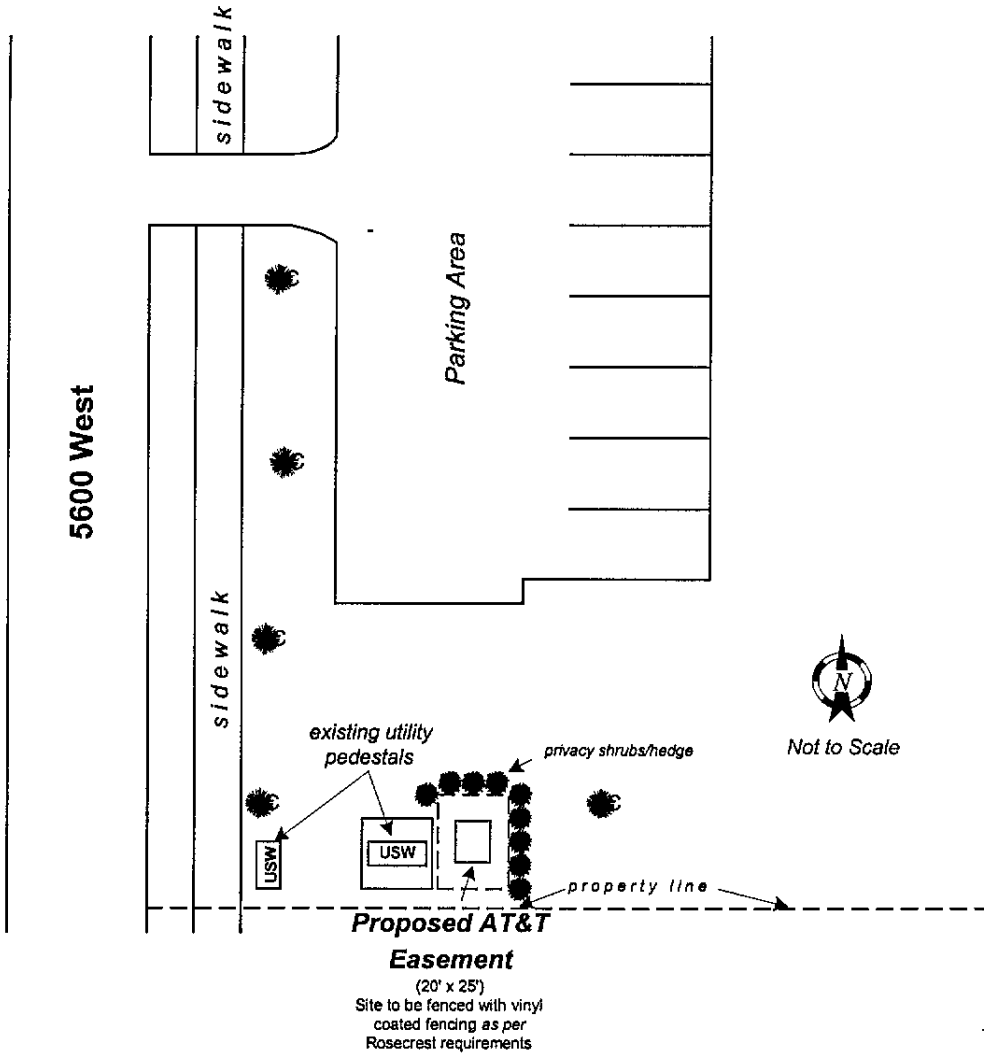
Beginning at a point on the Westerly right of way line of 5600 West, said point lies 804.87 feet South 00 deg. 11'53" West along the section line and North 89 deg. 48'07" West 33.00 feet from the East quarter corner of Section 2, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 00 deg. 11'53" West 630.00 feet; thence North 89 deg. 48'07" West 7.00 feet; thence South 00 deg. 11'53" West 130.00 feet; thence North 89 deg. 48'07" West 605.00 feet; thence North 00 deg. 11'53" East 15.00 feet; thence North 89 deg. 48'07" West 125.00 feet; thence North 00 deg. 11'53" East 645.00 feet; thence South 89 deg. 48'07" East 77.00 feet; thence North 00 deg. 11'53" East 100.00 feet; thence South 89 deg. 48'07" East 660.00 feet to the point of beginning.

-POOR COPY-
CO. RECORDER

EXHIBIT B

Attached to and Forming a Part of the Easement Agreement by and between Rosecrest, Inc., a Utah Corporation, as Grantor, and TCI Cablevision of Utah, a Utah corporation, as Operator.

The Property is described and/or depicted as follows:



Grantor Initials

Notes:

1. This Exhibit may be replaced by a land survey of the Property once it is received by Operator.
2. Setback of the Facilities from the Property boundaries shall be the distance required by the applicable governmental authorities.