

AGREEMENT FOR GRANT OF EASEMENT

THIS AGREEMENT FOR GRANT OF EASEMENT is made as of September 9, 1999 between AT&T Cable Services dba TCI Cablevision of Utah, Inc. ("Company") and Artspace Inc. ("Association").

WHEREAS, Association controls the premises ("Premises"), which consists of 27 units, known as Artspace, located at 325 West Pierpont Ave., SLC, Utah 84101, 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 fifteen (15) years with automatic renewal terms of five (5) years unless either party gives three-month written notice of cancellation prior to any expiration date.

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.

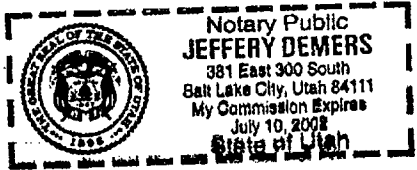
IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

Association: Artspace Inc.
By: *[Signature]*
Name: D. Keating
Title: Prop. Manager

Company: TCI Cablevision of Utah, Inc.
By: *[Signature]*
Name: Dick Friedman
Title: Regional Vice President

WITNESS my hand and official seal.

[Signature]
Notary Public
My Commission Expires: July 10, 2002



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Schedule 1

[Legal description of Premises in form suitable for recordation]

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AGREEMENT FOR GRANT OF EASEMENT

THIS AGREEMENT FOR GRANT OF EASEMENT is made as of September 8, 1999 between TCI Cablevision of Utah, Inc. ("Company") and Artspace Rubber Company L.C. ("Association").

WHEREAS, Association controls the premises ("Premises"), which consists of 53 units, known as Artspace Rubber Company, located at 325-359 West Pierpont Ave., SLC, Utah 84106, and more specifically described on Schedule I 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 so long as Company holds a franchise, renewal thereof, or otherwise so long as Company may lawfully provide Services within the City, County, Town or other political subdivision in which the Premises is located.

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:

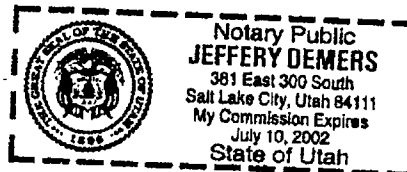
By: [Signature]
Name: D. Cooney
Title: Prop. Manager

Company: TCI Cablevision of Utah, Inc

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

WITNESS my hand and official seal.

[Signature]
Notary Public
My Commission Expires: July 10, 2002



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Schedule I

[Legal description of Premises in form suitable for recordation]

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VTDI 15-01-252-001-0000 DIST 01H TOTAL ACRES 0.26
 GOLDBERG, ALLAN ETAL PRINT P UPDATE REAL ESTATE 61800
 LEGAL BUILDINGS 349900
 % ARTSPACE INC TAX CLASS NE MOTOR VEHIC 0
 325 W PIERPONT AVE EDIT 1 FACTOR BYPASS TOTAL VALUE 411700
 SALT LAKE CITY UT 84101171225
 LOC: 325-29 W PIERPONT AVE EDIT 1 BOOK 7846 PAGE 0001 DATE 08/21/1998
 SUB: TYPE UNKN PLAT

02/02/2000 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
 BEG 150 FT W FR SE COR LOT 8 BLK 61 PLAT A SLC SUR W 100 FT
 N 115 FT E 100 FT S 115 FT TO BEG. 4767-513 1179-5. 1600-19.
 1863-637. 1970-295. 4677-177. 4716-1497. 4767-513. 5442-585
 THRU 596 & 1253, 1254 5438-2528 5497-0634 5494-186, 5497-634
 5557-2448. 2447, 5714-1617, 1615 5714-1619 6125-2540
 7865-0551 7888-2803 7888-2805
 *** GOLDBERG, ALLAN; 0.50 INT
 *** LAG PROPERTIES, LC; 0.50 INT

PFKEYS: 1=VTNH 2=VTOP 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

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 02/02/2000 02:58 PM 22.00
 NANCY WORKMAN
 RECORDER, SALT LAKE COUNTY, UTAH
 AT&T
 1165 E WILMINGTON AVE
 #295
 SLC UT 84106
 BY: SM, DEPUTY - WI 7 P.

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