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NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
AT&T  
1165 E WILMINGTON AVE #295  
SLC UT 84106  
BY: KCP DEPUTY - UT 5 P

**AGREEMENT FOR GRANT OF EASEMENT**

KCC

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THIS AGREEMENT ("Agreement") dated as of July 26, 2000 is made and entered into by and between TCL 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 Majestic Manor ("Owner"), By Construction Realty, Management Agent which owns or has control over certain real estate and improvements commonly known as Majestic Manor located at 3622-3648 South 300 East, Salt Lake City, Utah 84115 and legally described on Exhibit A ("Premises"), consisting of all 18 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 Ten (10) 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.~~ *JM DWS*

(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.~~ *JM DWS*

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. *Prior to the commencement of any construction and installation of the Facilities, AT&T shall, at its sole cost and expense, provide notice of such construction and prepare and deliver to Owner, if requested by Owner, complete working plans and specifications, detailing the Facilities and describing all proposed construction ("Plans"). No work shall commence until Owner has approved the Plans, which approval will not be unreasonably withheld or delayed. Owner will have no obligation to service or maintain the Facilities. All interior wiring must be white wire.*

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.

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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.

**OWNER: Majestic Manor**  
**By Construction Realty, Management Agent**

By: [Signature]  
 Print Name: Julie Satterfield  
 Title: Property Manager  
 Address: 345 East 3300 South  
Salt Lake City, Utah 84115  
 Telephone: 801-486-7461  
 Telecopy: 801-486-7489

**COMPANY: AT&T**

By: [Signature]  
 Print Name: GARY BOLES  
 Title: Regional Vice President  
 Address: 1245 East Brickyard RD.  
Salt Lake City, Utah 84106  
 Telephone: 801-401-5600  
 Telecopy: 801-401-5610

**ACKNOWLEDGEMENTS**

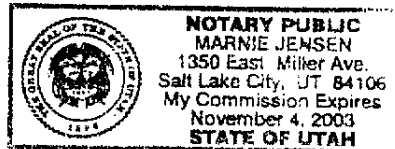
State of Utah  
 County of Salt Lake

The foregoing instrument was acknowledged before me this 1 day of August, by Gary Boles, of TCL Cablevision Of Utah INC., an affiliate of AT&T Corp., on behalf of said corporation.

(Seal)

[Signature]  
 Notary Public, State of Utah

My Commission Expires:  
11-4-2003



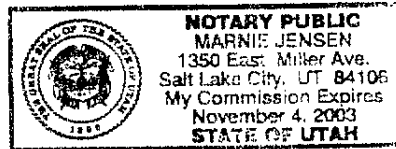
State of Utah  
 County of Salt Lake

The foregoing instrument was acknowledged before me this 27th day of July, by Julie Satterfield Prop Manager of Majestic Manor, a corporation, on behalf of said corporation.

(Seal)

[Signature]  
 Notary Public, State of Utah

My Commission Expires:  
11-4-2003



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Exhibit A

**AGREEMENT FOR GRANT OF EASEMENT**

This Exhibit A is attached to and made a part of that certain Agreement for Grant of Easement dated \_\_\_\_\_, 2000,  
by and between AT&T and \_\_\_\_\_ ("Owner").

[Legal description of the Premises in form suitable for recordation.]

VTDF 16-31-176-048-0000	DIST 14B	TOTAL ACRES	0.66
CONSTRUCTION REALTY INC	PRINT U UPDATE	REAL ESTATE	170900
	LEGAL	BUILDINGS	660400
	TAX CLASS NE	MOTOR VEHIC	0
335 E 3300 S	EDIT 1 FACTOR BYPASS	TOTAL VALUE	831300
SALT LAKE CITY UT	84115411035		
LOC: 3622-3648 S 300 E	EDIT 1 BOOK 6335	PAGE 1980	DATE 07/17/1991
SUB: ALHAMBRA PLACE		TYPE UNKN	PLAT
07/26/2000 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY			
LOTS 1 TO 6 INCL & LOT 12 BLK 2 ALHAMBRA PLACE TOGETHER WITH			
1/2 VACATED ALLEYS ABUTTING SD LOTS			

*Majestic Manor*

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

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**EASEMENT ACCESS COMPENSATION ADDENDUM**

THIS ADDENDUM is made between Association and Company described above. All undefined terms used herein will have the same meaning ascribed to them in the attached Agreement For Grant Of Easement ("Agreement") between the parties of equal date. The parties agree as follows:

- 1. COMPENSATION. In exchange for Association granting Company exclusive access to the Premises for the purposes described in the Agreement, Company agrees to provide to Association the following:

**Complimentary Basic and Expanded Basic including installation for Complex Managers**

Name: ROBIN & ROBYN CAMPBELL  
Address: 3040 S. 700 E. #10 Salt Lake UT 84115  
Phone: # 270-0312

- 2. LIMITATION. Association and Company agree that no other payment, compensation or remuneration (monetary or otherwise) will be due and owing to Association by Company during the term of the Agreement in exchange for Association providing Company access to the Premises.
- 3. TAXES. Association will be responsible for all taxes attributable to any and all payments received by it pursuant to this Addendum. Company will provide to Association all statements which it is required to prepare pursuant to the Internal Revenue Code of 1986, as amended, in connection with the payment made to Association by Company as described in Section 1 above.
- 4. 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.
- 5. TERMINATION. This Addendum will terminate upon the earlier to occur of the following: (a) the expiration of Company's exclusive arrangement with Association; or (b) at the option of Company, the transfer, sale or exchange of the Premises so that, after such transfer, sale or exchange, Association is no longer the record holder of fee title to the Premises.
- 6. ENTIRE AGREEMENT. This Addendum supersedes any and all other agreements (other than the Agreement), either oral or written, between the parties hereto relating to the subject matter hereof. This Addendum contains the entire agreement between Association and Company (other than the Agreement) and may not be amended except by an agreement in writing signed by the parties. Association represents and warrants that it has the right to execute and deliver this Addendum on behalf of the individual owners of units in the Premises, and that this Addendum 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 Addendum. This Addendum will not be binding upon Company until signed by an authorized representative of Company.
- 7. 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:

Majestic Manor  
[Signature]

By: Julie Satterfield  
Title: Property Manager

AT&T:

TCI Cablevision of Utah Inc.  
[Signature]

By: GARY BOLES  
Title: REGIONAL VICE PRESIDENT