

AGREEMENT FOR GRANT OF EASEMENT

THIS AGREEMENT FOR GRANT OF EASEMENT is made as of February 4, 2000 between TCI Cablevision of Utah, Inc. ("Company") and Meredith ("Owner").

WHEREAS, Owner owns the premises ("Premises"), which consists of 22 units, known as Meredith, located at 160 East 1st Avenue, and more specifically described on Schedule 1 hereto ("Premises");

WHEREAS, Company is cable television provider operating under a franchise granted by Salt Lake City ("Franchise"); and

WHEREAS, Owner and Company have entered into an MDU 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 tenants 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, Owner 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 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 MDU, 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 owner thereof hereafter. The easements and rights granted herein shall be for so long as the duration of the existing or new Right of Entry that the Company holds, or any renewal thereof.

2. Consideration

In consideration of the easements and rights granted by Owner pursuant hereto, Company shall pay to Owner 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 Owner nor any subsequent owner or owners of the Premises or any part thereof 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 Owner 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

Owner represents and warrants to Company that Owner 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. Owner further covenants and agrees that, during the term of this Agreement, Owner will in no way disturb, alter or move any part of the Equipment.

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.

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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 Owner 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 Owner 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 Owner**

Owner represents and warrants to Company that Owner 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. Owner owns the Premises, and has all necessary power and authority to enter into and perform the terms of this Agreement. This Agreement has been duly executed on behalf of Owner and constitutes a valid and binding obligation of Owner, enforceable in accordance with its terms.

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. Owner 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**

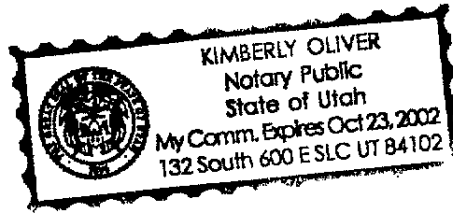
Unless otherwise expressly set forth herein, capitalized terms and phrases shall have the meaning(s) ascribed to them in the MDU Service Agreement executed between the parties of equal date herewith.

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

Owner: Meredith
By: [Signature]
Name:
Title:

Company: TCI Cablevision of Utah, Inc
By: [Signature]
Name: Gary Boles
Title: Regional Vice President

WITNESS my hand and official seal.
[Signature]
Notary Public
My Commission Expires: 10/23/02



Notary applies to
H Kessler only

Schedule I

[Legal description of Premises in form suitable for recordation]

(EXECUTE ONLY IF APPLICABLE)

EASEMENT ACCESS COMPENSATION ADDENDUM

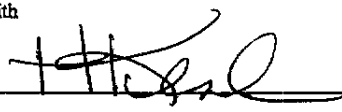
THIS ADDENDUM is made between Owner and Company described above. All undefined terms used herein will have the same meaning ascribed to them in the attached MDU Service Agreement ("Agreement") between the parties of equal date. The parties agree as follows:

1. **COMPENSATION.** In exchange for granting Company access to the Premises for the purposes described in the Agreement, Company agrees to provide to Owner the following: \$25.00 per door one time fee, for other services.
2. **LIMITATION.** Owner and Company agree that no other payment, compensation or remuneration (monetary or otherwise) will be due and owing to Owner by Company during the term of the Agreement in exchange for Owner providing Company access to the Premises.
3. **TAXES.** Owner will be responsible for all taxes attributable to any and all payments received by it pursuant to this Addendum. Company will provide to Owner 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 Owner by Company as described in Section 1 above.
4. **CONFIDENTIALITY.** Owner and/or any person signing on behalf of Owner 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 Owner; or (b) at the option of Company, the transfer, sale or exchange of the Premises so that, after such transfer, sale or exchange, Owner 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 Owner and Company (other than the Agreement) and may not be amended except by an agreement in writing signed by the parties. Owner 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 Owner. The person signing on behalf of the Owner represents that he/she is an officer or authorized agent of Owner, with full authority to bind Owner 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.

OWNER:

Meredith

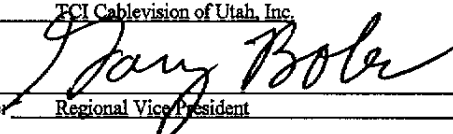
By: _____
Title: _____



COMPANY (local TCI affiliate):

TCI Cablevision of Utah, Inc.

By: _____
Title: _____



Regional Vice President

VTDI 09-31-380-016-0000 DIST 04 TOTAL ACRES 0.25
 MEREDITH APARTMENTS PRINT U UPDATE REAL ESTATE 157400
 LTD PTRSHIP II LEGAL BUILDINGS 745100
 TAX CLASS NE MOTOR VEHIC 0
 132 S 600 E EDIT 1 FACTOR BYPASS TOTAL VALUE 902500
 SALT LAKE CITY UT 84102190932
 LOC: 160 E FIRST AVE EDIT 1 BOOK 6180 PAGE 0361 DATE 12/11/1989
 SUB: TYPE UNKN PLAT

09/19/2000 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
 COM 2.5 RDS E FR NW COR LOT. 3 BLK 14 PLAT D SLC SUR S 10 RDS
 E 34.25 FT S 10 RDS E 7 FT N 10 RDS E 24.75 FT N 10 RDS W 66
 FT TO BEG 5497-0608 5562-1977 5562-1974 5661-2303 6038-1082
 6090-0429 6117-2703

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

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 09/29/2000 02:31 PM 18.00
 Book - 8391 Pg - 1726-1730
NANCY WORKMAN
 RECORDER, SALT LAKE COUNTY, UTAH
 AT&T
 1165 E WILMINGTON AVE #295
 SLC UT 84106
 BY: KCC, DEPUTY - WI 5 P.

BK 8391 PG 1730