

13-033-0091, 0089  
NW -35-5N-1W

E 1775620 B 3099 P 31  
SHERYL L. WHITE, DAVIS CNTY RECORDER  
2002 AUG 7 7:38 AM FEE 14.00 DEP KM  
REC'D FOR KUTAK ROCK LLP

After recording, please return to:  
Kutak Rock LLP  
Attn: Trent A. Johnson, Esq.  
717 17<sup>th</sup> Street, Suite 2900  
Denver, CO 80202

RETURNED

AUG - 7 2002

**MEMORANDUM OF AGREEMENT AND EASEMENT**

This Memorandum of Agreement and Easement (this "Memorandum") is entered into and effective as of the 15th day of February 2001 between Qwest Broadband Services, Inc., a Delaware corporation ("BSI"), and Cambridge Crossing LLC a Utah limited liability company ("Owner"), and is recorded to give notice of the following:

1. **Cable Television Services Agreement.** Owner and BSI have entered into a **Broadband Services Agreement** (the "Agreement") which provides for the design, installation, and exclusive operation of a Broadband System by BSI at the multi-unit residential property known as Cambridge Crossing with a street address of 2100 Cedar Cove Parkway, Ogden, UT also legally described on Attachment 1 attached hereto and incorporated herein (the "Property"). Reference is hereby made to the Agreement for additional rights and obligations of the parties. The term of the Agreement, is for a period of fifteen (15) years from the date the Property becomes ninety percent (90%) occupied, unless otherwise terminated as provided in the Agreement, or unless extended. The terms of the Agreement are incorporated herein by reference.

2. **Sale of Property.** In the event of a sale or other conveyance of the Property by Owner, Owner shall require the purchaser or other transferee of the Property to assume in writing the Owner's duties and obligations under the Agreement. Notwithstanding the foregoing, by the taking of title to the Property, any transferee shall be deemed to have assumed the Owner's duties and obligations under the Agreement.

3. **Conversion of Property.** In the event all or any portion of the Property is converted to a condominium or cooperative form of ownership by Owner, the Agreement shall remain in full force and effect and Owner shall cause the association formed in connection with such conversion to assume Owner's obligations under the Agreement.

4. **Easement.** Owner hereby grants, bargains, sells and conveys to BSI, its employees, contractors, agents and representatives, for as long as BSI is entitled to provide Broadband Services to the Property, an irrevocable easement in gross across, under and over the Property as necessary or desirable for the routing, installation, maintenance, service, operation, removal and replacement of the Broadband System, and the provision of Broadband Services to the Property, subject to the limitations of all prior grants, easements and encumbrances which are of record. The easement herein granted shall be exclusive with respect to any other provider of services similar to the Broadband Services, but not exclusive with respect to Owner or with respect to residents.

5. **Convenants Running with the Land.** The Agreement and the provisions of this Memorandum shall be deemed to touch and concern and shall run with the Property, and shall be binding upon, and inure to the benefit of Owner, BSI, and their respective heirs, successors and assigns.

6. **Terms.** Capitalized Terms used herein and not defined shall have the meaning ascribed to them in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement and Easement to be effective as of the day and year first above written.

Cambridge Crossing LLC,  
a Utah limited liability company

Qwest Broadband Services, Inc.  
a Delaware corporation

By: *Danny C. Bridenstine*

By: *Alex T. Zuccarelli*

Print Name: Danny C. Bridenstine

Print Name: Alex T. Zuccarelli

Title: Managing Member

Title: Director MDU and Business Markets  
GM MDU Business Units

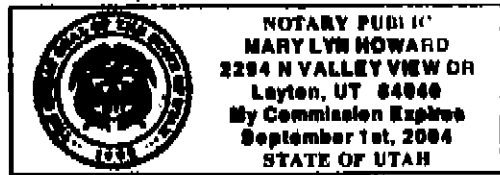
STATE OF Utah )

COUNTY OF Davis ) ss..

The foregoing instrument was acknowledged before me on this 3 day of October, 2001, by Danny C. Bridenstine as Managing Member of Cambridge Crossing LLC, a Utah limited liability company.

WITNESS my official hand and seal.

*Mary Lynn Howard*  
Notary Public



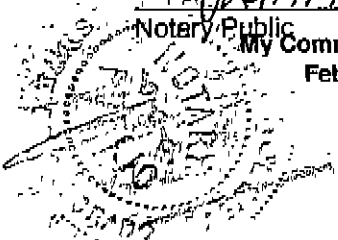
STATE OF COLORADO )

CITY AND COUNTY OF DENVER ) ss.

The foregoing instrument was acknowledged before me on this 16 day of April, 2001, by Alex T. Zuccarelli as Director MDU and Business Markets; GM MDU Business Units of QWEST Broadband Services, Inc., a Delaware corporation.

WITNESS my official hand and seal.

*Mary Lynn Howard*  
Notary Public  
My Commission Expires  
Feb. 16, 2004



ATTACHMENT 1  
LEGAL DESCRIPTION OF PROPERTY

MAR 14 '01 14:10 FR US WEST 4TH FLOOR 1 801 237 3939 TO 913036725956

P.02/02

E 1775620 B 3099 P 33

PROPERTY DESCRIPTIONS

SOUTH PARCEL  
PARCEL 'A'

*Cambridge Crossing*

Beginning at a point on the 1/16<sup>th</sup> section line and also on the South line of Cedar Cove Parkway being part of Cedar Cove P.U.D. as recorded with the office of the Davis County recorder, said point being South 89°50'00" East along the quarter section line 1320.65 feet and South 00°00'18" West along said 1/16<sup>th</sup> section line 1033.10 feet from the Northwest Corner of Section 35, Township 5 North, Range 1 West, Salt Lake Base & Meridian, and running

thence South 89°52'02" East along said South line of Cedar Cove Parkway 284.39 feet to the new West line of South Weber Drive per UDOT project no. NH-0089(303)346, said point being on the arc of a 731.95 radius non-tangent curve to the left;

thence along said UDOT's South Weber Drive project the following three (4) courses: southeasterly along the arc of said curve through a central angle of 21°35'31" (center bears North 77°08'50" East, long chord bears South 23°38'56" East 274.21 feet) a distance of 275.84 feet to a point of reverse curvature, southerly along the arc of a 17.72 foot radius curve to the right through a central angle of 83°54'53" a distance of 25.95 feet to a point of tangency, South 49°28'12" West 36.76 feet to a point of curvature, Southwesterly along the arc of a 198.63 foot radius curve to the left through a central angle of 49°19'50" a distance of 171.02 feet to a point of tangency;

thence along the West line of 2100 East Street per the Amended Cedar Bluffs Subdivision as recorded with the office of the Davis County Recorder the following two (2) courses: South 00°08'22" West 203.78 feet to a point of curvature and Southerly along the arc of a 270.00 foot radius curve to the right through a central angle of 19°46'49" a distance of 93.21 feet to the Northeast corner of Cedar Bluffs Subdivision phase 3, as recorded with the office of the Davis County Recorder;

thence North 42°07'34" West along the North line of said Cedar Bluffs Subdivision Phase 3, a distance of 413.24 feet to said 1/16<sup>th</sup> section line and a point on the East line of Crystal Canyon Subdivision Phase 2 as recorded with the office of the Davis County Recorder;

thence North 00°00'18" East along said East line of Crystal Canyon Subdivision Phase 2, a portion of the East line of said Cedar Cove P.U.D. and said 1/16<sup>th</sup> section line 438.33 feet to the point of beginning.

Contains: 192,371 sq.ft. - 4.416 acres

*13-033-0091,0089*