

COMMERCIAL AGREEMENT FOR GRANT OF EASEMENT

THIS COMMERCIAL AGREEMENT FOR GRANT OF EASEMENT is made as of October 15, 1999 between TCI Cablevision of Utah, Inc. ("Supplier") and Jim Zufelt ("Customer").

WHEREAS, Customer owns the premises ("Premises"), which consists of 1 units, known as Taylor Professional Park located at 605 East 1400 South, Orem Utah, 84097 and more specifically described on Schedule 1 hereto ("Premises");

WHEREAS, Supplier is a cable television provider operating under a franchise granted by Orem ("Franchise"); and

WHEREAS, Supplier and Customer have entered into a Commercial Service Agreement or Commercial Right of Entry Agreement of equal date herewith ("Agreement") pursuant to which Supplier may provide multi-channel video programming and any other communications and information services that Supplier 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 Supplier in accordance with Section 2 hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer does hereby grant, bargain, sell, assign and convey to Supplier, 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 Supplier 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 building, 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 Customer thereof hereafter. The easements and rights granted herein shall be for so long as Supplier holds a franchise, renewal thereof, or otherwise so long as Supplier 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 Customer pursuant hereto, Supplier shall pay to Customer 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 Supplier and shall remain subject to Supplier's exclusive management and control, and unless otherwise required by law, neither Customer nor any subsequent Customer or Customers 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**

Supplier agrees to make all installations of Equipment on the Premises in a good and workmanlike manner, and to perform all work with reasonable care. Supplier shall maintain the Equipment in a good and safe condition at all times. Supplier shall promptly repair any damage done to the Premises in connection with the installation, repair or maintenance of the Equipment. Supplier shall at all times during the term of this Agreement carry, and require its contractors to carry, insurance to protect Customer 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,] Supplier shall have the right to enter the Premises and remove the Equipment and the Additional Equipment (as defined below). Supplier agrees to restore the Premises to its original condition, reasonable wear and tear excepted. Cable will be mounted in such a manner to advert future cable cuts.

5. **Non-Disturbance**

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

6. **Additional Equipment**

Supplier 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 Supplier and shall remain subject to Supplier's management and control.

7. Taxes

Supplier shall be responsible for personal property taxes, if any, which are assessed with respect to the Equipment or Additional Equipment, and Customer shall be responsible for all real or personal property taxes assessed with respect to the Property.

8. Representations and Warranties of Supplier

Supplier represents and warrants to Customer that Supplier 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. Supplier 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 Supplier and constitutes a valid and binding agreement of Supplier, enforceable in accordance with its terms.

9. Representations and Warranties of Customer

Customer represents and warrants to Supplier that Customer 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. Customer 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 Customer and constitutes a valid and binding obligation of Customer, 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. Customer 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. Supplier 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.

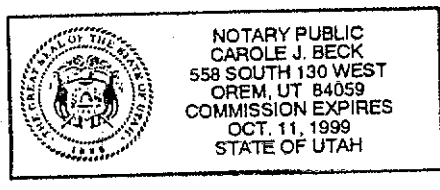
Customer: Jim Zupelt
By: *[Signature]*
Name:
Title:

Supplier: FCI 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: 10-11-99



Schedule 1

[Legal description of Premises in form suitable for recordation]

SURVEYOR'S CERTIFICATE

ENT 10542:2000 4 of 4

I, T. EDWARD MADDEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 156204 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY; THAT AT THE REQUEST OF THE OWNER OF THE BELOW-DESCRIBED LAND, I PERFORMED A SURVEY OF SAID LAND; THAT THE BOUNDARY DESCRIBED BELOW CORRECTLY DESCRIBES THE LAND SURFACE UPON WHICH WILL BE CONSTRUCTED TAYLOR PROFESSIONAL PARK CONDOMINIUMS, AN OFFICE CONDOMINIUM PROJECT; THAT THE RECORD OF SURVEY MAP FOR SAID CONDOMINIUM PROJECT, CONSISTING OF 2 PAGES, IS ACCURATE AND COMPLIES WITH THE PROVISIONS FOR SECTION 57-8-13(1) OF THE UTAH CONDOMINIUM OWNERSHIP ACT; AND THAT THE REFERENCE MARKERS SHOWN ON SAID MAP ARE LOCATED AS SHOWN AND ARE SUFFICIENT TO READILY RETRACE OR RE-ESTABLISH THIS SURVEY.

DATE 6 November 1998T. Edward Madden

REGISTERED LAND SURVEYOR (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

Beginning at a point which is North 00°36'51" West along the section line 933.53 feet and West 1467.47 feet from the East 1/4 corner of Section 26, Township 6 South, Range 2 East, Salt Lake Base and Meridian;

Thence North 89°28'51" West 152.07 feet;
 Thence North 00°52'51" West 381.60 feet;
 Thence South 89°54'51" East 197.04 feet;
 Thence South 00°52'51" East 331.09 feet;
 Thence North 89°28'51" West 45.00 feet;
 Thence South 00°52'51" East 52.00 feet to the point of beginning.

Area contained: 72,987 sf or 1.676 acres

OWNERS CERTIFICATE AND DEDICATION

THE UNDERSIGNED OWNER ("OWNER", WITHOUT REGARD TO NUMBER OR GENDER) OF THE ABOVE-DESCRIBED LAND HEREBY CERTIFIES THAT: OWNER HAS CAUSED A SURVEY TO BE MADE OF SAID LAND AND A DECLARATION OF CONDOMINIUM ("DECLARATION") TO BE PREPARED FOR TAYLOR PROFESSIONAL PARK CONDOMINIUMS, AN OFFICE CONDOMINIUM PROJECT (THE "PROJECT"); OWNER HEREBY CONSENTS TO THE CONCURRENT RECORDATION OF THE MAP AND DECLARATION AND THEREBY SUBMITS THE DESCRIBED LAND TO THE PROVISIONS OF THE UTAH CONDOMINIUM OWNERSHIP ACT; OWNER HEREBY DEDICATES ANY PUBLIC STREETS REFLECTED ON THE MAP FOR USE BY THE GENERAL PUBLIC AND DECLARES ALL DRIVEWAYS OR PRIVATE STREETS REFLECTED ON THE MAP TO BE PRIVATE AND INTENDED FOR THE USE ONLY BY OWNERS OF CONDOMINIUM UNITS WITHIN THE PROJECT, THEIR GUESTS AND INVITEES, AS REFLECTED IN THE PROVISIONS OF THE DECLARATION.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 16th DAY OF November A.D. 1998.

Jimmy Zupelt, PRESIDENT
 JIMMY ZUPELT CONSTRUCTION, INC.

ACKNOWLEDGMENT