

820

RIGHT OF ENTRY AGREEMENT

TCI CABLEVISION OF UTAH, INC.  
1251 E. Wilmington Ave. Suite 150  
Salt Lake City, Utah 84106

11/15/94 5966256 20.00  
1:43 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
TCI CABLEVISION  
REC BY: S WEST DEPUTY - WI

5966256

PROPERTY OWNER

Name: Monte J. Willardson

Address: 2146 Yuma

City, State, Zip: Salt Lake City, UT 84109

Contact Person: Monte Willardson

Telephone: (801) 485-5904

Owner or Authorized Agent: Monte J. Willardson

PROPERTY

Complex Name: Willardson Rentals

Address: 646 East 1700 South

City/State/Zip: Salt Lake City, Utah 84105

Contact Person: Monte Willardson

Telephone: 485-5904

This Agreement entered into this 10th day of September, 1993, by and between TCI CABLEVISION OF UTAH, INC. ("COMPANY"), and Monte J. Willardson ("OWNER") located at 2146 Yuma, Salt Lake City, UT 84109.

In consideration of the mutual covenants, benefits and promises set out herein, the parties mutually agree as follows:

1. OWNER hereby grants to COMPANY exclusive rights to construct, install, own, operate and maintain equipment necessary to provide cable television service ("SYSTEM"), upon the property and within the building(s) consisting of 12 units located at 646 East 1700 South in the city of Salt Lake City, and the county of Salt Lake, in the state of Utah (the "PROPERTY").
2. Subject to the availability thereof pursuant to applicable programming agreements, and the terms hereof, it is understood and agreed that the programming services offered by COMPANY hereunder will be those generally provided to the community. COMPANY reserves the right from time to time and at any time to modify or change such programming.
3. OWNER shall provide, without charge to the COMPANY, adequate space and electricity, and right of access for the construction, installation, operations, maintenance and repair of the SYSTEM, and for marketing, disconnecting and maintaining its service to residents of the PROPERTY, including, if necessary, a key to any locked room or door that contains the COMPANY'S SYSTEM.
4. COMPANY shall construct, install, own and maintain the SYSTEM in the building(s) described above, in accordance with all applicable regulations and codes. All parts of the SYSTEM on the PROPERTY, regardless of whether installed within or outside of building(s) and whether installed overhead, above, or underground, shall remain the personal property of COMPANY, and shall not be considered a fixture to the real estate or fixtures of the building(s) located thereon, nor shall any part of the SYSTEM be used at any time by or for the benefit of any party other than the COMPANY.

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5. COMPANY agrees to indemnify OWNER for any damage caused by COMPANY arising from or relating to the construction, installation, operation or removal of such facilities by COMPANY. COMPANY agrees to maintain public liability insurance covering its activities on the property, in amounts of not less than \$500,000 for injury to any one person, \$500,000 aggregate for any single occurrence, and at least \$500,000 for property damage.

6. TYPE OF ACCOUNT. (Check one and have OWNER initial.)

( ) INDIVIDUAL RATE ACCOUNT: JMV (Initials of OWNER). OWNER agrees that COMPANY shall have the right to market and contract with individual residents of the PROPERTY for service, who shall be charged and billed individually for connection to the SYSTEM at the COMPANY'S regular and current monthly service rates and connection charges applicable to the service ordered.

( ) BULK RATE ACCOUNT: \_\_\_\_\_ (Initials of OWNER) OWNER agrees to pay for cable television service provided to the PROPERTY by COMPANY, and further agrees to enter into and sign COMPANY'S Bulk Rate Agreement. OWNER shall be responsible for and shall pay a monthly service charge under the conditions, rules and terms specified in the Bulk Rate Agreement.

7. By execution of the Agreement OWNER hereby grants COMPANY a Right of Entry and Exclusive Easement over, across, along and under the PROPERTY for the construction, installation, marketing, disconnecting, maintenance, repair, and replacement of all parts of the SYSTEM to serve the PROPERTY and/or adjoining properties.

8. OWNER agrees that resident managers will notify the COMPANY if and when they become aware of any damages to the COMPANY'S equipment including, but not limited to, lock boxes, cable, vault and converters.

9. It is understood and agreed that COMPANY may abandon its facilities in place and shall not be responsible for the removal thereof if such abandoned facilities will not interfere with the use and occupancy of the PROPERTY. The facilities will not be considered to be abandoned unless written notice to the effect is given by COMPANY to OWNER.

10. The term of this Agreement shall be for a period of fifteen (15) years, from the date first written above, renewable at the option of the COMPANY for an additional term of fifteen (15) years, however, the COMPANY may terminate this Agreement with thirty (30) days notice to the OWNER if COMPANY is unable to install or maintain the cable television system because of any governmental law, rule or regulation or due to any other cause beyond the reasonable control of the COMPANY. Should the OWNER elect to subscribe to a Bulk Rate Account for a term to be less than full term of this Agreement, upon expiration of the Bulk Rate Account term the OWNER may opt to renew that Bulk Rate Agreement or revert to the individually billed arrangement for the remainder of the term of this Agreement.

11. This Agreement supersedes any and all other Right of Entry Agreements between the parties, either oral or in writing, and replaces all other or previous Right of Entry Agreements relating to the subject matter hereof for the PROPERTY.

12. The benefits and obligations of this Agreement shall be considered as a covenant running with the land, and shall inure to the benefits of, and be binding upon, the successors, assignees, heirs and personal representatives of the OWNER and COMPANY. OWNER may not assign this Agreement without prior notice to the COMPANY and in no event unless the assignee agrees in writing to be bound by the terms of this Agreement.

13. If legal action is necessary to enforce any provision of this Agreement, the prevailing party in such action shall be entitled to recover its costs and expenses of such action, including reasonable attorney's fees as determined pursuant to such action.

14. The undersigned OWNER or authorized agent hereby represents that he/she is the OWNER of the PROPERTY, or the authorized agent of the OWNER, with full authority to bind the OWNER to the terms and conditions of this Agreement.

OWNER:

By: Monte J. Willardson  
Signature

MONTÉ J WILLARDSON  
Print Name

Title: OWNER

9-10-93  
Date

COMPANY:

TCI CABLEVISION OF UTAH, INC.

By: [Signature]  
Robert B. Vukich

[Signature] 9/24/93  
Initialed by Commercial Accounts Manager

[Signature]  
David Reynolds  
Vice President/COO

OCT 14 1993  
Date

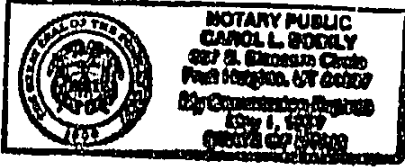


State of Utah )

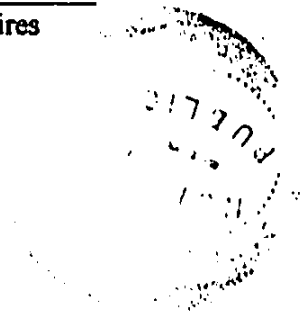
County of Salt Lake ) §

On this 10th day of Sept, 1993 personally appeared before me Monte Willardson, and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same.

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Carol L. Bodily  
Notary Public  
May 1, 1997  
My Commission Expires



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STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

On October 14, 1993, before me, a Notary Public in and for said State, personally appeared David M. Reynolds, known to me to be the Executive Vice President/Chief Operating Officer of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named as COMPANY and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



*Janet L. Turpen*  
Janet L. Turpen, Notary Public  
In and for the State of Washington  
Residing at: Bellevue, WA  
My Commission Expires: May 20, 1996

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**PROPERTY INFORMATION**  
 Parcel 16184300090000 Property Type 10+ UNITS Year Built 1964  
 Building Style Eff. Year Built 1964 Zoning 5200  
 Site Name Square Feet 4018  
 Site Address 646 E 1700 S Sale Date  
 Site City Salt Lake City State UT Zipcode 84105

**OWNERSHIP INFORMATION**  
 Owner WILLARDSSEN, MONTE J & SANDRA, ET AL Telephone # 4679001  
 Contact Monte Willardsen Owner Occupied  
 Address 2146 Yuma St Zipcode 84109  
 City Salt Lake City State UT

**PROPERTY TAX INFORMATION**  
 Building Value \$228300 Total Acres 0.50 Property Taxes 3716.63  
 Land Value \$61600 Mortgage Holder 0000 Tax Rate 0.0191420  
 Total Value \$289900 Hillside Residence  
 Subdivision  
 Legal Description BEG 18.4 RDS W FR NE COR LOT 12, BLK 3, FIVE AC PLAT A, BIG  
 FIELD SUR; W 75.9 FT; S 17.4 RDS; E 75.9 FT; N 17.4 RDS TO  
 BEG. 4921-1173

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