

482

RIGHT OF ENTRY AGREEMENT

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

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11/15/94 1:42 PM 22.00  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
TCI CABLEVISION  
REC BY 18 WEST DEPUTY - WZ

5966248

PROPERTY OWNER

PROPERTY

Name: Professional Communications

Complex Name: Delmonico

Address: P.O. 21872

Address: 4388 South Highland Drive

City, State, Zip: Salt Lake City, Utah, 84121

City/State/Zip: Salt Lake City, Utah

Contact Person: Troy Powell

Contact Person: Troy Powell

Telephone: 801-944-2626

Telephone: 801-484-3017

Owner or Authorized Agent: Troy Powell

This Agreement entered into this <sup>20 7 P. M.</sup> 28 April, 1993, by and between TCI CABLEVISION OF UTAH, INC. ("COMPANY"), and Professional Communications ("OWNER") located at P.O. 21872, Salt Lake City, Utah, 84121.

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 48 units located at 4388 South Highland Drive 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: \_\_\_\_\_ (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.

(X) BULK RATE ACCOUNT: Z.P. (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 nine (9) years, from the date first written above, renewable at the option of the COMPANY for an additional term of one (1) year, 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.

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. Except however the parties have entered into a Bulk Rate Agreement dated 7-20-93. In the event there are inconsistencies between the Bulk Rate Agreement and this Agreement, the Bulk Rate Agreement shall control.

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. As a material condition for Company entering into this Agreement at the rates and terms specified herein, Owner agrees to commit to Company the rights of access to additional MDU properties Owner either constructs or acquires the right of entry during the initial term of this Agreement ("Additional MDU Property(ies)"), which Additional MDU Property(ies) are or may be located within Salt Lake County, Davis County, Summit County, Utah County and Weber County, all in the state of Utah, and which meet the following minimum requirements:

1. The Additional MDU Property(ies) is/are located within a TCI franchise area; and,
2. The Additional MDU Property(ies) is/are within 1000 feet of existing TCI trunk and/or distribution plant.

Owner and Company agree to enter into a separate Right of Entry Agreement; Bulk Rate Agreement and Cable Service Bonus Plan Agreement for each Additional MDU Property of Owner, or Right of Entry for an MDU Property of Owner, meeting the above conditions, on the same terms and conditions as set forth in this Right of Entry Agreement and applicable Bulk Rate Agreement and Cable Service Bonus Plan Agreement relative hereto, except for the bulk rate for service, which such additional MDU Property(ies) shall have an initial bulk rate equal to the then adjusted bulk rate for the Property described in this Agreement, except the term of any new bulk rate agreement entered pursuant this paragraph shall have a term warrant of five, eight or ten years at the option of Owner.

15. The undersigned OWNER or authorized agent hereby represents that he/she owns the Right of Entry upon the subject property and further warrants that he has full authority to bind the OWNER to the terms and conditions of this Agreement.

OWNER:

*Professional Communications*

COMPANY:

TCI CABLEVISION OF UTAH, INC.

By

Signature

*Troy Powell*  
Troy Powell

Print Name

*Manager*  
Manager

Title

*4-20-93*  
Date

Date

By

Signature

*Ronald S. Bills*  
Ronald S. Bills

*Richa Bader 5/10/93*  
Initialed by Commercial Accounts Manager

*David Reynolds*  
David Reynolds

Vice President/COO

*JUN 21 1993*  
Date

Date

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STATE OF UTAH

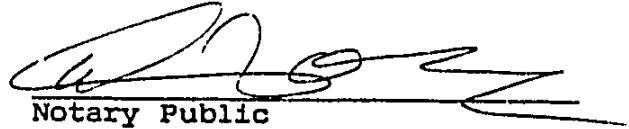
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ss.

COUNTY OF SALT LAKE

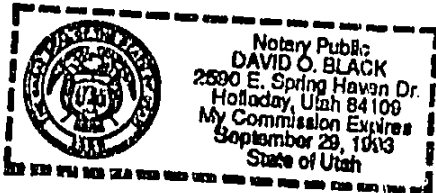
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On the 20 day of April, 1993, appeared before me Troy Powell who being by me duly sworn, did say, that he, the said Troy Powell is the manager of Professional Communications, L.C., and that the within and foregoing instrument was signed in behalf of said limited liability company by authority of its articles of organization, and said Troy Powell duly acknowledged to me that said limited liability company executed the same.

  
Notary Public

My Commission Expires:

Residing at: *Salt Lake County, Utah*



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STATE OF WASHINGTON)  
  ) SS  
COUNTY OF KING                                  )

On JUN 21 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. Furman*  
Notary Public

My Commission Expires: May 20, 1996

**ADDENDUM**

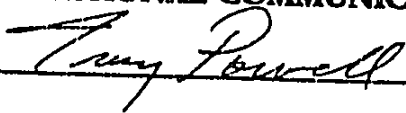
This Addendum is hereby made a part of that certain Right of Entry Agreement dated April 20, 1993 by and between TCI Cablevision of Utah, Inc. and Professional Communications.

The terms and conditions set forth in said agreement are expressly subject to and conditioned upon the Right of Entry Agreement dated April 16, 1993 by and between Professional Communications and Stan Wade, a copy of which is attached hereto as Exhibit A.

**TCI CABLEVISION OF UTAH, INC.**

  
\_\_\_\_\_  
David M. Reynolds EVP/COO

**PROFESSIONAL COMMUNICATIONS**

  
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PROPERTY INFORMATION

Parcel	2204251004000	Property Type	10+ UNITS	Year Built	1972
Building Style		Eff. Year Built	1972	Zoning	8200
Site Name	Delmonico Apts			Square Feet	21240
Site Address	4370 Highland Dr # 88			Sale Date	
Site City	Salt Lake City	State	UT	Zipcode	84124

OWNERSHIP INFORMATION

Owner	WADE, STANLEY L. & JANET B.		
Contact	Stanley Wade	Telephone #	4661085
Address	918 Logan Ave	Owner Occupied	
City	Salt Lake City	State	UT
		Zipcode	84105

PROPERTY TAX INFORMATION

Building Value	\$590200	Total Acres	1.92	Property Taxes	9308.95
Land Value	\$222900	Mortgage Holder	3337	Tax Rate	0.0170940
Total Value	\$813100	Hillside Residence			
Subdivision					

Legal Description COM N 0^04'54" E 113.85 FT & S 89^26'40" E 450.58 FT & N 14^04'30" W 148.1 FT FR CEN SEC 4, T 2S, R 1E, SL MER, S 89^49' W 305.13 FT; N 4^22' W 175.2 FT; W 75.5 FT; N 37^08' W 21.76 FT; N 2^03' E 42.76 FT; W 91.61 FT; S 35^28' W 52.24 FT; S 81^ W 18.68 FT; N 2^02'20" E 86.76 FT; S 89^31'40" E 269.04 FT; S 89^58'20" E 205.48 FT; S 14^04'30" E 280.82 FT TO BEG. LESS STREET. 1.92 AC.