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RIGHT OF ENTRY AGREEMENT

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

6184310  
10/05/95 10:13 AM 19-00  
NANCY WORKMAN  
RECODER, SALT LAKE COUNTY, UTAH  
TCI CABLEVISION  
REC BY:R ZITO ,DEPUTY - WI

**PROPERTY OWNER**

Name: Arcadia Green Town Homes L.C.

Address: 8438 Gadd Way

City, State, Zip: Sandy, Utah 84093

Contact Person: Bryson Garbett

Telephone: 943-0180

Owner or Authorized Agent:

This Agreement entered into this 22 November, 1994, by and between TCI CABLEVISION OF UTAH, INC. ("COMPANY"), and Arcadia Green Town Homes L.C. ("OWNER") located at 8438 Gadd Way, Sandy, Utah 84093.

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 840 East 4500 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: *BLZ* (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 for additional terms of one (1) year, unless either party gives written notice to the other of intention to cancel at least 6 months prior to any expiration of this Agreement. 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.

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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: Byron Gandy  
Byron Gandy  
Signature

Print Name

Title: 1045

Date 12/7/94

COMPANY:

TCI CABLEVISION OF UTAH, INC.

By: Ronald S Bills

Ronald S Bills

clb

Initiated by Commercial Accounts Manager

Dick Friedman

State Vice President

Date

12-27-94

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NOTARIZATION OF OWNER / AUTHORIZED AGENT SIGNATURE

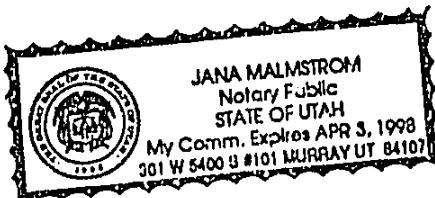
STATE OF Utah )

) SS

COUNTY OF Salt Lake )

On this 7th day of November, 1994, before me, a Notary Public in and for the State of Utah personally appeared Bryson Herbert to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as he/she free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



  
Notary Public  
My Commission Expires 4/3/98

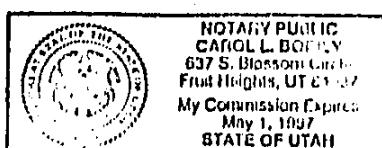
STATE OF Utah )

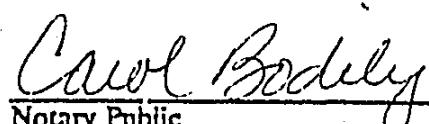
) SS

COUNTY OF Salt Lake )

On this 27th day of Dec., 1994, before me, a Notary Public in and for the State of Utah personally appeared Dick Freedman, to me known to be the State VP of the corporation that 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.



  
Notary Public  
My Commission Expires 5/1/97

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JUN. -12' 95(MON) 08:29

P. 005

VTDI 22-05-326-025-0000 DIST 17A SEE VTRU - NEW #	PRINT	U UPDATE	TOTAL ACRES	0.05
ARCADIA GREEN TOWNHOMES LC		LEGAL	REAL ESTATE	4700
		TAX CLASS NE	BUILDINGS	0
8438 S GAD WY	EDIT 1	FACTOR BYPASS	MOTOR VEHIC	0
SANDY UT	840931027	GROWTH PCT 0	TOTAL VALUE	4700
LOC: 820 E 4500 S		EDIT 1	BOOK 7048 PAGE 1439 DATE 11/10/94	
SUB:			TYPE UNKN PLAT	

PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY  
 BEG S 89°51'30" W 561.66 FT & S 0°01'35" E 242.88 FT & N  
 89°54'45" W 788.92 FT FR CEN OF SEC 5, T 2S, R 1E, S L M; S  
 0°04'30" W 187.246 FT; E 15 FT; N 0°04'30" E 187.283 FT; S  
 89°31'30" W 15 FT TO BEG. LESS STREET. 0.053 AC 5508-1001  
 5520-439, 441, 5523-329 6003-1472 6330-2525 6456-1362  
 6937-2058 7033-2739

Alt-Z FOR HELP | VT100 | FDX | 9600 N81 | LOG CLOSED | PRT OFF | LanRover

VTRU 22-05-306-005-0000	BOOK 7081	PAGE 1	DATE 05/02/95	LEGAL I	PAGE 1
NAME	ARCADIA GREEN TOWNHOMES LC		NEW/UPDT	TAX DIST	??
CONT			NB CODE	FRONTAGE	0
C/O.AT			NB DIST	DEPTH	0
STREET	8438 S GAD WY	EDIT	ZONING	IRREG	
CITY	SANDY UT	840931027		ACREAGE	0.00
LOCATE	816 E GREEN VISTA CT	EDIT	CERTIFY	ASSR BATCH NO	0 SEQ 000
UNKNWN				EDIT N	PLAT
PROPERTY DESCRIPTION					
DESC	1 UNIT 5, ARCADIA GREEN TOWNHOMES PH 1 CONDMN.			WORK CRD	
				PRINTED	

1 DESC  
LINES

MORE

OLD PARCEL NUMBERS  
22-05-305-017-0000 22-05-305-019-0000 22-05-326-025-0000 22-05-326-021-0000MORE TOTAL 4  
Alt-Z FOR HELP | VT100 | FDX | 9600 N81 | LOG CLOSED | PRT OFF | LanRover

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