

6184329

RIGHT OF ENTRY AGREEMENT**TCI CABLEVISION OF UTAH, INC.**

6184329
10/06/95 10:17 AM 18-00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
TCI CABLEVISION
REC BY: R ZITO
DEPUTY - WI

PROPERTY ASSOCIATION**PROPERTY**

Name: Partridge Place HOA Complex Name: Partridge Place
Address: 127 South 800 East Address: 127 South 800 East
City, State, Zip: Salt Lake, Ut City, State, Zip: Salt Lake City, UT
Contact Person: Rich Stayner Contact Person: Rich Stayner
Telephone: 263-5400 Telephone: 263-5400

This Agreement entered into this 15 of Sept., 1994, by and between TCI CABLEVISION OF UTAH, INC. ("COMPANY"), and Partridge Place (Association) located at 127 South 800 East, Salt Lake City, Utah.

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

1. Association hereby grants to COMPANY exclusive license 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 30 units located at 127 South 800 East 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. Association 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.

BK7244PG0260

5. COMPANY agrees to indemnify Association 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 Association initial.)

(X) INDIVIDUAL RATE ACCOUNT: (Initials of Association). Association 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 Association) Association 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. Association 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 Association hereby grants COMPANY a Right of Entry and Exclusive license 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. Association 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 Association.

10. The term of this Agreement shall be for a period of fifteen (15) years, from the date first written above, renewable for additional periods of one (1) year if neither party gives the other notice of termination at least sixty (60) days prior to the commencement of the respective one (1) year period. Company reserves the right to terminate this agreement with (30) days notice to the Association 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 Association 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 Association may opt to renew that Bulk Rate Agreement or automatically revert to the individually billed arrangement for the remainder of the term of this Agreement.

BK7244PG0261

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. This Agreement shall inure to the benefits of, and be binding upon, the successors, assignees, heirs and personal representatives of the Association and COMPANY. Association 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. Any provision of either the ROE or Bulk Agreements, which is inconsistent with, incongruous with, or in violation of the Declaration or the Utah Condominium Ownership Act shall be deemed to be invalid and unenforceable.
15. The undersigned Association or authorized agent hereby represents that he/she is the authorized agent of the Association, with full authority to bind the Association to the terms and conditions of this Agreement.

ASSOCIATION:

By: *S. Candland*
Signature

S. CANDLAND
Print Name

SC
Initial

9-21-94
Date

COMPANY:

TCI CABLEVISION OF UTAH, INC.

By: *RB*
Initialed by Accounts Executive

Rick Breen
Initialed by Commercial Accounts Manager

Sharon Becker
Sharon Becker
State/Vice President

10/10/94
Date

BK7244PG0262

NOTARIZATION OF OWNER / AUTHORIZED AGENT SIGNATURE

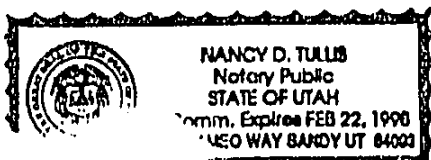
STATE OF Utah)

) SS

COUNTY OF Salt Lake)

On this 21st day of September, 1994, before me, a Notary Public in and for the State of Utah, personally appeared Scott Candland 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.



Nancy D. Tullis
Notary Public

My Commission Expires 2-22-98

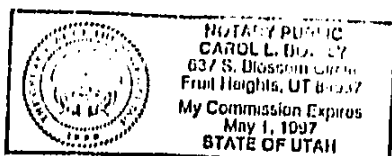
STATE OF Utah)

) SS

COUNTY OF Salt Lake)

On this 10th day of October, 1994, before me, a Notary Public in and for the State of Utah, personally appeared Sharon Becker 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.



Carol L. Bodily
Notary Public

My Commission Expires 5/1/97

BK7244PG0263

PROPERTY INFORMATION

Parcel	16051300010000	Property Type	CHRRH/PUBLIC	Year Built	1969
Building Style	APT/HIGHRISE	Eff. Year Built	1972	Zoning	5905
Site Name				Square Feet	0
Site Address	127 S 800 E			Sale Date	10180
Site City	Salt Lake City	State	UT	Zipcode	84102

OWNERSHIP INFORMATION

Owner	PARTRIDGE PLACE CONDM COMMON AREA MASTER		
Contact	Property Management Systems	Telephone #	
Address	3480 Highland Dr	Owner Occupied	
City	Salt Lake City	State	UT
		Zipcode	84106

PROPERTY TAX INFORMATION

Building Value		Total Acres	0.41	Property Taxes	0.00
Land Value	\$9000	Mortgage Holder		0000 Tax Rate	0.0191420
Total Value	\$9000	Hillside Residence			
Subdivision	PARTR PL CND				
Legal Description	BEG 3.5 RDS N FR SW COR LOT 5, BLK 55, PLAT B, SLC SUR; N 107.25 FT; E 10 RDS; S 107.25 FT; W 10 RDS TO BEG.				

BK7244PG0264