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01/11/2000 03:47 PM 18.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
TCI CABLEVISION OF UT INC
ATTN MARNIE
1245 E BRICKYARD #440
SLC UT 84106
BY: SBM, DEPUTY - WI 5 P.

RIGHT OF ENTRY AGREEMENT

TCI CABLEVISION OF UTAH, INC.
1245 East Brickyard #440
Salt Lake City, Utah 84106

PROPERTY OWNER

Name: Willows of Holladay L.C.
Address: 810 Boston Building, #9 Exchange Place
City, State, Zip: Salt Lake City, Utah 84111
Contact Person: Jeff Jonas
Telephone: 534-0184 Ex.1

PROPERTY

Complex Name: Willows of Holladay Condos
Address: 6100 South VanWinkle
City/State/Zip: Salt Lake City, Utah
Contact Person: Jeff Jonas
Telephone: 534-0184 Ex.1

Owner or Authorized Agent:

This Agreement entered into this 22 of August, 1997, by and between TCI CABLEVISION OF UTAH, INC. ("COMPANY"), and Willows of Holladay L.C. ("OWNER") located at 810 Boston Building, #9 Exchange Place, Salt Lake City, Utah 84111.

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 41 units located at 6100 South VanWinkle 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.

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 of actual cable activation, and will automatically renew for additional terms of fifteen (15) years, unless either party gives written notice 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 OR AUTHORIZED SIGNATURE

Jeffrey J. Jonas
Print Name

Title _____
Signature _____

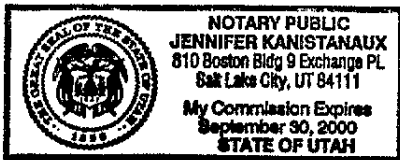
9/2/97
Date

NOTARIZATION OF OWNER / AUTHORIZED AGENT SIGNATURE

STATE OF Utah)
COUNTY OF Salt Lake) SS

ON THIS 2nd DAY OF September, 1997 before me, a Notary Public in and for the State of Utah personally appeared Jeffrey J. Jonas to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that e/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 firs above written.



Jennifer Kanistanaux
Notary Public

My Commission Expires: Sept 30, 2000

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Account Executive [Signature]

Date 9/4/97

Commercial Account Manager [Signature]

OPERATOR:
TCI Cablevision of Utah

By: [Signature]

Name: Dick Friedman
Title: Vice President
Address: 1245 E. Brickyard Rd Suite #440
SLC, Utah 84106
801/488-5600 Fax: 801/488-5610

NOTARIZATION OF OPERATOR / AUTHORIZED AGENT SIGNATURE

STATE OF Utah

COUNTY OF Salt Lake

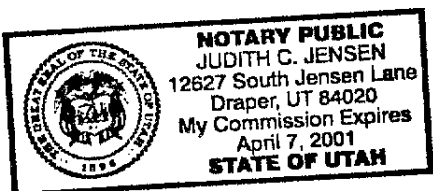
)SS

ON THIS 15th DAY OF Sept. 1997, before me, a Notary Public in and for the State of Utah personally appeared Dick Friedman to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that e/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 firs above written.

Judith C. Jensen
Notary Public

My Commission Expires: 4/7/2001



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VTDI 22-16-484-022-0000 DIST 22 TOTAL ACRES 6.15
WILLOWS OF HOLLADAY HOMEOWNERS PRINT V UPDATE N REAL ESTATE 990200
ASSOC COMMON AREA MASTER LEGAL N BUILDINGS 0
TAX CLASS MC MOTOR VEHIC 0
860 E 4500 S # 303 EDIT 1 FACTOR BYPASS TOTAL VALUE 0
MURRAY UT 84107305060
LOC: 6056 S OSLO BAY # COM EDIT 1 BOOK 7964 PAGE 2436 DATE 05/04/1998
SUB: TYPE UNKN PLAT

01/11/2000 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
BEG S 87-11'50" W 206.270 FT & S 00-20'50" W 1231.843 FT & N
89-39'10" W 33 FT FR E 1/4 COR SEC 16, T 2S, R 1E, SLM; S
00-20'50" W 125.69 FT; SW'LY ALG A 348.585 FT RADIUS CURVE
TO R 234.034 FT; S 50-19' W 313.493 FT; NW'LY ALG A 2376 FT
RADIUS CURVE TO L 481.609 FT; N 55-34'30" W 186.927 FT; N
00-50'03" E 99.55 FT; N 89-38'35" E 175.21 FT; S 03-30' W
8.799 FT; S 27.6 FT; E 324.541 FT; N 00-20' 50" E 63.632 FT;
S 89-39'10" E 303.092 FT TO BEG. 6.147 AC. LESS LOTS (BEING
COMMON AREA FOR THE WILLOWS OF HOLLADAY)

PFKEYS: 1=VTNH 2=VTOP 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

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