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RIGHT OF ENTRY AGREEMENT

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

7552250
01/11/2000 03:48 PM 22.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
TCI CABLEVISION OF UT INC
ATTN: MARNIE
1245 E BRICKYARD #440
SLC UT 84106
BY: SEM, DEPUTY - WI 7 P.

PROPERTY OWNER

Name: Tuscany Development Inc.
Address: 8438 South Gad Way
City, State, Zip: Sandy, Utah 84093
Contact Person: Bryson Garbett
Telephone: 943-0180
Owner or Authorized Agent:

PROPERTY

Complex Name: Tuscany Condo HOA Phase 1, 2,
3, and 4
Address: 6995 South 4800 West
City/State/Zip: West Jordan, Utah 84088
Contact Person: Bryson Garbett
Telephone: 943-0180

This Agreement entered into this 3 of October, 1997, by and between TCI CABLEVISION OF UTAH, INC. ("COMPANY"), and Tuscany Development Inc. ("OWNER") located at 8438 South Gad 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 226 units located at 6995 South 4800 West in the city of West Jordan, 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. (Refer to Owner Bonus plan attached for further billing instructions).

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 one (1) year, 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

Bryson Garbett
Print Name

REP
Title

[Signature] FOR TUSCANY HOA
Signature

10/14/97
Date

-COPY-
CO. RECORDER

NOTARIZATION OF OWNER / AUTHORIZED AGENT SIGNATURE

STATE OF Utah)

COUNTY OF Salt Lake)

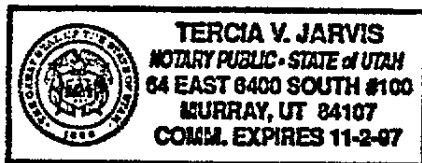
)SS

ON THIS 14th DAY OF October, 1997, before me, a Notary Public in and for the State of Utah personally appeared Bryson Garbett 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 first above written.

Tercia V. Jarvis
Notary Public

My Commission Expires: 11-2-97



BK 8335 PG 5905

Account Executive *Fred Hill*

Date 10/15/97

Commercial Account Manager _____

OPERATOR:
TCI Cablevision of Utah

By: _____
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 _____)
)SS
COUNTY OF _____)

ON THIS _____ DAY OF _____, 19____, before me, a Notary Public in and for the State of _____ personally appeared _____ 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.

Notary Public

My Commission Expires: _____

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**TCI CABLEVISION
Bonus Plan Agreement**

Property Served:

Tuscany Condo HOA Phase 1, 2, 3, and 4
6995 South 4800 West
West Jordan, Utah 84088

This Agreement entered into on this 3 of October, 1997, by and between Tuscany Development Inc. ("Company"), and TCI Cablevision of Utah, Inc. ("Owner") located at 1251 E. Wilmington Ave. Suite 150, Salt Lake City, UT, 84106.

WHEREAS, Company and Owner have entered into that certain Right of Entry Agreement dated 3 of October, 1997, whereby Owner has granted Company the right to construct, install, own, operate and maintain equipment necessary to provide cable television service to the above captioned property ("Property"); and

WHEREAS, Owner is willing to assist Company in Company's marketing effort on the Property for obtaining premium cable television subscribers; and

WHEREAS, Company desires to provide to Owner a bonus payment, as consideration for Owner's assistance in marketing premium cable television service to the residents of the Property.

NOW THEREFORE, in consideration of the following mutual covenants and agreements, the parties mutually agree as follows:

1. Owner agrees to assist Company in the marketing of premium cable television services ("Premium Service") to the residents of the Property, during the term of this Agreement, which shall include allowing Company to place Premium Service(s) advertising on the Property, at locations acceptable to Owner.
2. Company agrees to pay Owner a sum equal to 5% of the gross monthly amount collected from basic/expanded basic service sold to residents of the Property, during the term of this Agreement.
3. Company shall deliver to Owner quarterly Bonus Payments, within forty-five (45) days after the completion of each calendar quarter, during each year this Agreement is in effect.
4. The term of this Agreement shall commence at the time the first phase is activated and continue in full force and effect for a period of 15 years from this date, unless terminated sooner pursuant to the provisions of this Agreement. This Agreement shall automatically renew for a like period, unless the Right of Entry Agreement dated 3 of October, 1997 for the Property is terminated.

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5. This Agreement may be terminated as provided below, upon the happening of any of the following events:
- (a) In the event the Right of Entry Agreement for the Property is terminated at any time, then and in this event, this Agreement shall automatically terminate, and Company shall have no further obligations or liability to Owner.
 - (b) In the event of the assertion or threatened assertion that the terms of this Agreement violate the provisions of any Programming Agreement including any amendments thereto, with applicable program suppliers herein, this Agreement shall automatically terminate without any liability to Company.
 - (c) In the event of the assertion or threatened assertion that this Agreement violates any federal, state or local law, regulations rules or judicial decisions, whether now or hereafter in effect, Company may, without any liability to Owner, terminate this Agreement without other cause.
6. Owner shall be responsible for all Federal and State income taxes attributable to the Bonus Payments received by it pursuant to this Agreement. Company shall provide Owner with yearly gross earnings statements, in the appropriate form prescribed by the Internal Revenue Service.
7. It is understood and agreed that no agency, employment, joint employer status, joint venture or partnership is created hereby or between the parties hereto; the Company is not an affiliate of Owner; and that neither party, nor its agents or employees shall be deemed to be an agent of the other; nor shall either party have the right, power or authority to act for the other in any manner to create obligations or debts which would be binding upon the other party.
8. This Agreement shall inure to and be binding upon the successors, assigns, heirs, and personal representatives of the parties, so long as the Right of Entry Agreement remains in full force and effect for the Property.

The above terms, specifications and conditions are satisfactory and are hereby accepted.

Tuscany Development Inc.

TCI Cablevision of Utah, Inc.

Signature

Signature

Print Name

Print Name/Title

Date

Date

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NAME TUSCANY TOWNHOMES HOMEOWNERS NEW/UPDT N TAX DIST OK 37
CONT ASSOCIATION NB CODE
C/O, AT % TUSCANY PROPERTIES INC ACREAGE 21.54
STREET 8438 S GAD WY EDIT
CITY SANDY UT 84093102738
LOCATE 4788 W OLD CHURCH CT EDIT CERTIFY ASSR BATCH NO 59 SEQ 400
UNKNWN EDIT N PLAT

PROPERTY DESCRIPTION

- DESC 1 BEG N 0-07'12" E 340 FT & S 89-55'10" E 37.155 FT FR SW COR WORK CRD
- DESC 2 SEC 19, T 2S, R 1W, SLM; NW'LY ALG A 730.176 FT RADIUS CURVE PRINTED
- DESC 3 TO L 178.381 FT; N 0-07'12" E 1631.629 FT; E 115.574 FT TO
- DESC 4 W'LY LINE OF RR; SE'LY ALG A 2914.93 FT RADIUS CURVE TO L
- DESC 5 329.763 FT; S 19-47'03" E 1903.569 FT; N 89-55'10" W 628.04
- DESC 6 FT; N 0-07'12" E 300 FT; N 89-55'10" W 192.818 FT TO BEG.
- DESC 7 LESS UNITS. 21.541 AC. (BEING THE COMMON AREA MASTER CARD OF 8 DESC
- DESC 8 TUSCANY TOWNHOMES CONDOMINIUMS PHASES 1, 2, 3, & 4). LINES

MORE

OLD PARCEL NUMBERS

21-19-301-003-4001 21-19-301-003-4002 21-19-351-003-0000 21-19-352-190-0000

MORE TOTAL 4

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