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7567735

RIGHT OF ENTRY AGREEMENT

UACC Midwest Inc.

7567735
02/02/2000 02:55 PM 33.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
AT&T
1165 E WILMINGTON AVE
#295
SLC UT 84106
BY: SBM, DEPUTY - WI 11 P.

PROPERTY OWNER

Trimble
Name: ~~Trimble~~ Creek L.C.

Address: 758 South 400 East, Suite 203

City, State, Zip: Orem, Utah 84097

Contact Person: *Knisel*
~~Crysel~~ Travis

Telephone: ~~277-0550~~
227-0550

Owner or Authorized Agent:

PROPERTY

Renaissance at Trimble Creek
Complex Name: ~~Trimble Creek Condos~~

Address: ~~9300 South 1200 West~~
1130 W 9200 S

City/State/Zip: West Jordan, Utah 84084

Contact Person: *Knisel*
~~Crysel~~ Travis

Telephone: ~~277-0550~~
227-0550

This Agreement entered into this **26 of March, 1999**, by and between UACC Midwest Inc. ("COMPANY"), and ~~Trimble~~ *Trimble* Creek L.C. ("OWNER") located at **758 South 400 East, Suite 203, Orem, Utah 84097**.

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 26 units located at ~~9300 South 1200 West~~ in the city of **West Jordan**, and the county of **Salt Lake**, in the state of Utah (the "PROPERTY"). *1130 W 9200 S*.

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. Upon termination or expiration of this agreement the Home Run Wiring will become the sole property of the OWNER and the COMPANY shall abandon the wiring in place and once abandoned, shall have no further liability or obligation whatsoever thereto.

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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: MM (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

Wayne H. Corbridge

Print Name

Member

Title

[Signature]

Signature

May 14, 1999

Date

NOTARIZATION OF OWNER / AUTHORIZED AGENT SIGNATURE

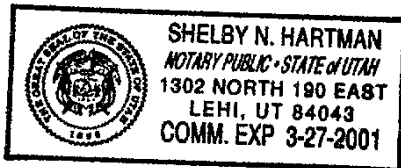
STATE OF Utah)

)SS

COUNTY OF Utah)

ON THIS 14 DAY OF May, 1999, before me, a Notary Public in and for the State of Utah, personally appeared Wayne H. Corbridge 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.



Shelby N Hartman
Notary Public

My Commission Expires: 3-27-2001

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Account Executive *[Signature]*

Date 5/28/99

Commercial Account Manager _____

OPERATOR:
UACC Midwest Inc.

By: *[Signature]* 7-13 99

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)

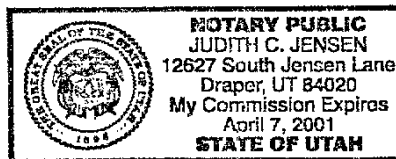
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ON THIS 13th DAY OF July, 1999, before me, a Notary Public in and for the State of Utah personally appeared Dick Friedman to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that e/she 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



BOOK 8340 PAGE 0793

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UACC Midwest Inc.

PROPERTY OWNER

Name: ^{Trimble}
~~Trimble~~ Creek L.C.

Address: 758 South 400 East, Suite 203

City, State, Zip: Orem, Utah 84097

Contact Person: ^{Krisel}
~~Crysel~~ Travis

Telephone: ~~277-0550~~
227-0550

Owner or Authorized Agent:

PROPERTY

^{Renaissance at}
^{Trimble Creek}
Complex Name: ~~Trimble Creek~~ Condos

^{1130 W 9240 South}
Address: ~~9300 South 1200 West~~

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Contact Person: ^{Krisel}
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BOOK 8340 PAGE 0794

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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

Wayne H. Corbridge

Print Name

Member

Title

[Signature]

Signature

May 14, 1999

Date

NOTARIZATION OF OWNER / AUTHORIZED AGENT SIGNATURE

STATE OF Utah)

COUNTY OF Utah)

)SS

ON THIS 14 DAY OF May, 1999, before me, a Notary Public in and for the State of Utah, personally appeared Wayne H. Corbridge 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.



Shelby N Hartman

Notary Public

My Commission Expires: 3-27-2001

BOOK 8340 PAGE 0796

Account Executive [Signature]

Date 5/28/99

Commercial Account Manager _____

OPERATOR:
UACC Midwest Inc.

By: [Signature] 7-13-99

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)

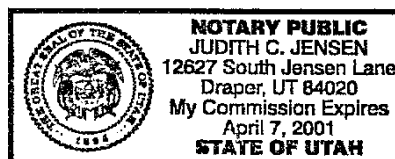
)SS

ON THIS 13th DAY OF July, 1999, 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 first above written.

Judith C. Jensen
Notary Public

My Commission Expires: 4/7/2001



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RXDU ENTRY # 7375420

EXTRA INFORMATION FOR ABSTRACTING:

FT; SD CURVE HAVING A RADIUS OF 20.00 FT;	00023
SUBTENDED BY ACHORD THAT BEARS 4-38'08" E	00024
30.76 FT; S 45-38'20" W 105.42 FT; S 44-21'40"	00025
E 60.00 FT; N 45-38'20" E 105.42 FT TO THE	00026
BEG OF A CURVE; E'LY ALG THE ARC OF SD CURVE	00027
TO THE RIGHT A DISTANCE OF 35.06 FT; SD CURVE	00028
HAVING A RADIUS OF 20.00 SUBTENDED BY A CHORD	00029
BEARS S 89-07'24" E 30.75 FT TO A PT OF	00030
COMPOUND CURVATURE; S'LY ALG THE ARC OF SD	00031
CURVE TO THE RIGHT; A DISTANCE OF 48.10 FT;	00032
SD CURVE HAVING A RADIUS OF 295.00 FT;	00033
SUBTENDED BY A CHORD THAT BEARS S 29-12'50" E	00034
48.05 FT TO A PT OF REVERSE CURVATURE;	00035
TH ALG THE ARC OF SD CURVE LEFT; A DISTANCE	00036
OF 32.62 FT; SD CURVE HAVING A RADIUS OF	00037
430.00 FT; SUBTENDED BY A CHORD THAT BEARS	00038
S 26-42'57" E 32.61 FT; S 61-06'39" W 48.04	00039
FT; S 02-25'21" E 99.97 FT; S 30-34'16" E	00040
113.26 FT; S 59-55'27" E 122.39 FT;	00041
S 41-06'08" E 85.88 FT TO A PT ON A FENCE	00042
LINE; TH ALG THE SURVEY LINE & FENCE LINE THE	00043

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RXDU .ENTRY # 7375420

EXTRA INFORMATION FOR ABSTRACTING:

	FOLLOWING 9 COURSES & DISTANCE N 89-50'48" W		00044
	251.44 FT; N 89-55'50" W 223.90 FT; N 0-09'09"		00045
	W 88.72 FT; N 00-00'57" W 99.13 FT; N 89-53'		00046
	18" W 203.69 FT; N 89-54'33" W 193.84 FT;		00047
	N 00-25'04" E 132.68 FT; N 0-16'12" E 286.28		00048
	FT; N 00-04'46" 146.69 FT TO BEG 6.12 AC M/L		00049
	.		00050
	.		00051
	.		00052
	.		00059
	.		00060
27-02-377-009-0000	RENAISSANCE AT TRIMBLE CREEK PUD	* SUB	00061
	SAME DESCRIPTION AND RECITAL AS ABOVE	L 1	00062
	.		00063
	.		00064
27-02-377-010-0000	RENAISSANCE AT TRIMBLE CREEK PUD	* SUB	00065
	SAME DESCRIPTION AND RECITAL AS ABOVE	L 2	00066
27-02-377-011-0000	RENAISSANCE AT TRIMBLE CREEK PUD	* SUB	00067
	SAME DESCRIPTION AND RECITAL AS ABOVE	L 3	00068
27-02-377-012-0000	RENAISSANCE AT TRIMBLE CREEK PUD	* SUB	00069
	SAME DESCRIPTION AND RECITAL AS ABOVE	L 4	00070

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