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RIGHT OF ENTRY AGREEMENT

UACC Midwest Inc.

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

PROPERTY OWNER

Name: Trimble Creek L.C.

Address: 758 South 400 East, Suite 203

City, State, Zip: Orem, Utah 84097

Contact Person: Grysel Travis

Telephone: 277-0550
277-0550

Owner or Authorized Agent:

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

Trimble

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"). 1130W 9240S.
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 lease \$500,000 for property damage.

6. TYPE OF ACCOUNT. (Check one and have OWNER initial.)

INDIVIDUAL RATE ACCOUNT: GM (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.

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

Wayne Corbridge

Signature

May 14, 1999

Date

NOTARIZATION OF OWNER / AUTHORIZED AGENT SIGNATURE

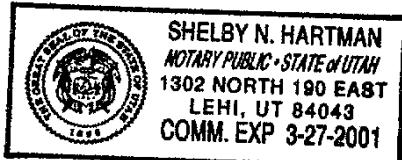
STATE OF Utah)

)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

Account Executive Frank P. Pids

Date 5/28/99

Commercial Account Manager _____

OPERATOR:
UACC Midwest Inc.

By: 5/28/99

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)

)SS

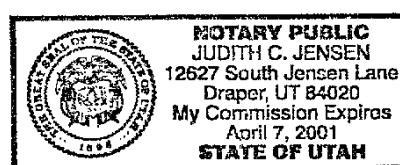
COUNTY OF Salt Lake)

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



BOOK 8340 PAGE 0793

RIGHT OF ENTRY AGREEMENT

UACC Midwest Inc.

PROPERTY OWNER

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

Address: 758 South 400 East, Suite 203

City, State, Zip: Orem, Utah 84097

Krys
Contact Person: ~~Krys~~ Travis

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

Owner or Authorized Agent:

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BOOK 8340 PAGE 0794

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6. TYPE OF ACCOUNT. (Check one and have OWNER initial.)

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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.

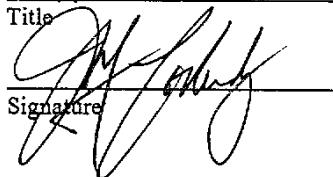
OWNER OR AUTHORIZED SIGNATURE

Wayne H. Corbridge
Print Name

Member

Title

Signature



May 14, 1999

Date

NOTARIZATION OF OWNER / AUTHORIZED AGENT SIGNATURE

STATE OF Utah)

)SS

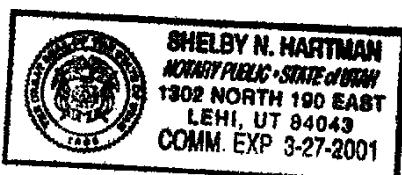
COUNTY OF Utah)

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 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.

Shelby N Hartman
Notary Public

My Commission Expires: 3/07/2001



BOOK 8340 PAGE 0796

Account Executive *Tommy Biles*

Date 5/28/99

Commercial Account Manager _____

OPERATOR:

UACC Midwest Inc.

By: *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)

)SS

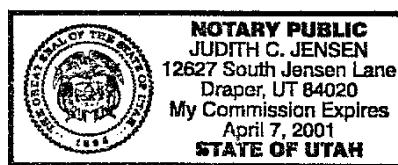
COUNTY OF Salt Lake)

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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 offical seal the day and year firs above written.

Judith C. Jensen
Notary Public

My Commission Expires: 4/7/2001



BOOK 8340 PAGE 0797

RXAU ENTRY # 7375420 KIND OF INSTR QCD BOOK 8283 PAGE 5973

REC DATE/TIME 06/04/1999 11:55 INSTR DATE 06/03/1999 CONSIDERATION 10.00

1ST TRIMBLE CREEK LC

GTO

2ND JACKSON, WILLIAM KING

GTE

DOCUMENT FINISHED? Y I 7

DATE FINISHED: 06/08/1999

27-02-352-001-0000 RENAISSANCE AT TRIMBLE CREEK PUD

* SUB 00005

~ DESCRIPTION AS FOLLOWS:

L AREA 00006

A PARCEL OF LAND LYING WITHIN THE SE 1/2

00007

OF SEC 2 3S1W; PARTICULARLY DESCRIBED AS

00008

FOLLOWS:

00009

COM AT THE W 1/4 COR OF SEC 2; FROM WHICH

00010

THE SW COR OF SEC 2; BEARS S 00-01'25" W;

00011

TH S 0-15'25" W 1490.88 FT & S 89-44'06" E

00012

928.21 FT TO THE FENCE LINE & THE PT OF BEG

00013

TH S 33-07'21" E 75.21 FT;

00014

S 9-07'01" E 82.27 FT; S 32-35'24" E 83.13

00015

FT; S 62-57'56" E 209.76 FT; N 83-34'42"

00016

E 86.46 FT; S 89-19'37" E 132.73 FT; N

00017

26-17'02" E 69.70 FT; SE'LY ALG A ARC OF

00018

SD CURVE 45.72 FT; SD CURVE HAVING A RADIUS

00019

OF 295.00 FT; SUBTENDED BY CHORD WHICH BEARS

00020

59-16'35"E 45.67 FT TO BEG OF A CURVE; TH

00021

S'LY ALG THE ARC OF SD CURVE TO RIGHT; 35.08

00022

PF: 1=RXEN 3=RXPS 4=PREV 5=RETURN 6=NEXT 7=RXPT 8=RXPN 9=MENU 10=RXKP 11=RXAB

EXTRA INFORMATION FOR ABSTRACTING:

FT; SD CURVE HAVING A RADIUS OF 20.00 FT; 00023
SUBTENDED BY A CHORD THAT BEARS 4-38'08" E 00024
30.76 FT; S 45-3820" 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

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