

PACIFIC TELECOMMUNICATIONS, INC.
2196 SOUTH 700 EAST
SALT LAKE CITY, UT 84106
(801) 485-5600

ME-8-477-1W
09-035-0013

RECEIVED

NOV 25 1991

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CAROL DEAN PAGE, DAVIS CNTY RECORDER
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REC'D FOR PACIFIC TELECOMMUNICATIONS, I

RIGHT OF ENTRY AGREEMENT

PACIFIC TELECOMMUNICATIONS, INC., (hereinafter referred to as "Lessee") and THE BOSTON GROUP, INC. (hereinafter referred to as "Lessor") hereby mutually covenant and agree as follows:

1. OWNERSHIP: Lessor owns and/or is the legal agent for the owner of the property known as RIDGEWOOD ESTATES, located at 2875 North Hillfield Road, in the City of Layton, County of Davis, State of Utah, consisting of 200 units and further described in Exhibit A (hereinafter the "Property").

2. RIGHTS: Lessor hereby grants to Lessee exclusive rights of access to construct, install, own, operate and maintain equipment necessary to provide cable television service (hereinafter called the "System") upon the above described property.

3. SERVICE: During the term of this agreement, Lessee agrees to provide the "Property" basic cable television signals and pay television signals it provides other subscribers within Davis County, State of Utah. Lessee reserves the right to modify or change programming at any time.

4. PERSONAL PROPERTY: Lessee may, at its sole discretion, place equipment and other personal property (herein collectively referred to as the "Equipment") upon the Property in order to provide the TV Service, and title to the Equipment shall at all times remain with Lessee. At the termination of this Lease, Lessee

may enter the Property and remove the remaining Equipment. Lessor hereby waives and relinquishes any lien which may arise in Lessor's favor with respect to the equipment.

5. SPACE: Lessor hereby grants to Lessee, its employees, agents, contractors, successors and assigns, the exclusive right of access to the Property, including the right of ingress and egress, for the construction, installation, operations, maintenance and repair and removal of the System, and the marketing, connection, provision and disconnection of the Services to residents of the Property.

6. MAINTENANCE: Lessee 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 Lessee, 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 other party other than the Lessee.

7. INDEMNIFY: Lessee agrees to indemnify Lessor for any damage caused by Lessee arising from or relating to the construction, installation, operation or removal of such facilities by Lessee. Lessee agrees to maintain public liability insurance covering its activities on the property, in amounts of not less than \$1,000,000.00 for injury to any one person, \$1,000,000.00 aggregate for any single occurrence, and at least \$1,000,000.00 for property damage.

8. INDIVIDUAL RATE ACCOUNT: Lessor agrees that Lessee shall have the right to market and contract with any individual residents of the Property for the provision of Service, who shall be charged and billed individually for connection to the System and provision of the Services at the Lessee's regular and current monthly service rates and connection charges applicable to the service ordered.

9. ENTRY: By execution of this agreement, Lessor hereby grants to Lessee an exclusive Right of Entry and exclusive right 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.

10. NOTICE: Lessor agrees to immediately notify Lessee of any malfunction or damage to Lessee's system.

11. TERM: The term shall begin on date of activation of television service^{*} and continue for a period of fifteen (15) years. The agreement shall automatically renew for successive fifteen (15) year terms unless either party gives the other party written notice of termination at least ninety (90) days prior to the end of term. Notice shall be sent to the address shown below or such other address as designated in writing by the respective parties. However, the Lessee may terminate this agreement with ninety (90) days notice to Lessor if Lessee is unable to install or maintain the cable television system because of governmental law, rule or regulation or due to any other cause beyond the reasonable control of the Lessee.

12. COVENANT: The benefits and obligations of the agreement shall be considered a covenant running with the land, and shall inure to and be binding upon the successors, assigns, heirs, and personal representatives of Lessor and Lessee.

13. ATTORNEY'S FEES: In the event that, at any time during the term of this Lease or any extension thereof, either Lessor or Lessee institutes any action or proceeding against the other relative to the provisions of this Lease or any breach, default or non-compliance with respect thereto, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expense of such action, including reasonable attorney's fees, incurred therein by the successful party.

14. NON-PERFORMANCE: If operator is unable to provide the services or meet the conditions set forth herein, in a

** This lease subject to the termination of previous cable operator's service with 30-day notice of cancellation.*

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professional, workmanlike manner to the reasonable satisfaction of owner, written notice of non-compliance may be tendered by the dissatisfied party. If said conditions are not corrected within ninety (90) days of said notice, the above agreement may be terminated without further obligation between the parties. Both parties to be restored to their former positions.

15. VALIDITY OF PROVISIONS: The invalidity or illegality of any provision shall not affect the remainder of the Lease.

16. ASSIGNABILITY: This agreement is fully assignable and assumable with notification to the Owner.

17. ADORNMENT ALLOWANCE: Lessee agrees to pay Lessor a one time adornment allowance of Four Thousand Dollars (\$4,000.00), payable upon activation of the system, provided this agreement is duly executed before November 19, 1990.

18. ENTIRE AGREEMENT: The foregoing constitutes the entire Agreement made between the parties and may be modified only by a writing signed by both parties.

Date: Nov 17, 1990.

THE BOSTON GROUP

PACIFIC TELECOMMUNICATIONS, INC.

[Handwritten signature]
[Handwritten title]

[Handwritten signature]
[Handwritten title]

Title: VP

Title: VP

Address: 3760 So. Highway 12
Suite 1000, SLC, UT 84106

Address: 1111 1st Ave
San Francisco, CA 94102

Telephone: 223-2700

Telephone: 415-774-1000

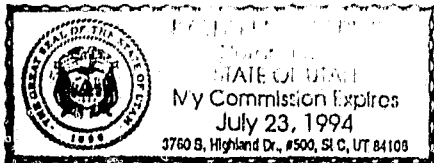


STATE OF Utah)
COUNTY OF Salt Lake) ss.

On this 20th day of November, 19 90, before me, the undersigned, a Notary Public in and for said State, personally appeared B. Kim Heaton, personally known to me (or proven to me on the oath/affirmation of _____ a credible witness personally known to me) to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposes and says:

That the Witness resides in Salt Lake City and that the Witness was present and saw B. Kim Heaton personally known to the Witness to be the same person described in, and whose name is subscribed to the within instrument as a Party thereto, execute it, and acknowledge to the Witness that she/he executed it, and that the Witness subscribed his/her name thereto as a witness.

WITNESS my hand and official seal.



[Signature]
NOTARY PUBLIC
in and for said State

EXHIBIT "A"
PROPERTY

The Property is known as:

The Property is more particularly described as follows:

(LEGAL DESCRIPTION)

Including but not limited to all existing and future buildings, units and apartments.

LILD	LAND INDEX SYSTEM	LEGAL DESCRIPTION
SERIAL# 09:035:0013	ACRES 16.61 ACRES	PAGE 1.
TAX NAME 1992: FISCHER, FRANZ E-ETAL		INFO DATE 11/25/91
PROP. ADDRESS:		

LEGAL DESCRIPTION:

BEG N 0°08' E 1980 FT ALG 1/4 SEC LN FR CEN SEC 8; T4N-R1W; SLM; TH N 89°56' E 9
72.0 FT; TO PT 264 FT W OF W LINE OF HWY TH S 0°05'50" W 330 FT PARA TO SD HWY;
TH N 89°56' E 264 FT TO W LN SD HY; TH S 0°05'50" W 361 FT ALONG SD HY; TH S 89°
56' W 1236.44 FT TO 1/4 SEC LN; TH N 0°08' E 691 FT TO POB. CONT 16.61 ACRES.

