

RIGHT OF ENTRY AGREEMENT

TCI Cablevision of Utah, Inc.

5648074
04 NOVEMBER 93 10:52 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
TCI CABLEVISION OF UTAH, INC.
REC BY: DIANE KILPACK, DEPUTY

975

88
2200

5648074

Name: Meredith Apt. Ltd. Part.

Complex Name: Meredith Apartments

Address: 160 East 1st Avenue

Address: 160 East 1st Avenue

City, State, Zip: Salt Lake City, Utah 84111

City, State, Zip: Salt Lake City, Utah 84111

Contact Person: Helen Kessler

Contact Person: Helen Kessler

Telephone: 363-2277

Telephone: 363-2277

This Agreement entered into this 22nd of April, 1993, by and between TCI CABLEVISION OF UTAH, INC. ("Company"), and Meredith Apartments Limited Partnership ("Owner") located at 160 East 1st Avenue, Salt Lake City, Utah.

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) which currently consist of 22 units. These units are located at 160 East 1st Avenue in the city of Salt Lake, 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 following written notice to Owner. If such change in programming has, in Owner's discretion, any deviation from the basic residential cable offered to the general public as provided by the Company, Owner shall have the right to terminate this Agreement following written 30 days' prior notice to Company unless Company cures such material adverse effect in a manner and time period satisfactory to Owner.
3. Owner shall provide, without charge to the Company, adequate space and electricity, and right of access for the construction, installation, number 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.

BK6794751209

4. Company shall construct, install, own and maintain the System in the building(s) described above, in accordance with all applicable laws, regulations and codes. During the terms of this Agreement, but not thereafter, all parts of the System on the Property, regardless of whether installed within or outside of buildings(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. This Section shall not prohibit the individual residents of the Property from using the cable television service provided by the Company. Following the termination of this Agreement for any reason, the ownership of the System shall be treated as set forth in Section 10 below.

5. Company shall indemnify and hold the Property, Owner and Owner's, directors, officers, employees, agents, contractors, invitees and tenants harmless from and against all liabilities, claims and expenses (including attorneys' fees and court costs) in any way associated with the System, including the construction, installation, operation, maintenance and removal thereof, except to the extent caused by the negligence or intentional misconduct of Owner. This indemnification shall survive the termination of this Agreement for any reason to the extent applicable to matters associated with the Agreement. Company agrees to maintain public liability insurance with high quality insurers covering its activities on the property, in the amounts of not less than \$500,000 for injuries to any one person, 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: MBC (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 non-exclusive Easement over, across, along and under the Property for the construction, installation, marketing, disconnection, maintenance, repair, and replacement of all parts of the System to serve the Property.

8. Owner agrees that resident managers will use best efforts to 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 upon the prior written consent of Owner, Company may abandon its facilities in place and shall not be responsible for the removal thereof if such

EW 6794FS1210

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 first written above, renewable for additional periods of one (1) year if neither party gives the other notice of termination at least two (2) months prior to the commencement of the respective one (1) year period. Company reserves the right to terminate this Agreement with (30) days prior written 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 automatically revert to the individually billed arrangement for the remainder of the term of this Agreement. In the event of any default by Company under this Agreement, Owner shall have the right to terminate this Agreement upon written 30 days' notice to Company and to exercise all other rights and remedies available to Owner at law and in equity.

Upon the termination of this Agreement for any reason, Company shall, promptly following Owner's request, take all actions and pay all costs necessary to remove from the Property that portion of the System requested by Owner and to repair any damage associated with the System or removal thereof. Upon termination of the Agreement, the Company shall only remove those portions of the System that Owner approves. The Company shall have the right to abandon in place that portion of the System that Owner does not request the Company to remove. All portions of the System abandoned by the Company shall become the property of Owner. The Company shall be deemed to have abandoned portions of the System if the Company does not remove those portions of the System within 30 days following the termination of this Agreement for any reason. If new technologies are offered to the general public by the Company or any affiliate of the Company, at Owner's sole discretion the Company shall offer said new technology as a substitute to the cable television service offered in this Agreement at a similar discount as this Agreement.

The Company shall promptly take all actions and pay all costs necessary to maintain the System in state of the art condition and upgrade the System with new technologies offered in the cable industry market. In the event that the Company fails to upgrade the System to reflect new technologies otherwise offered in the cable industry market, Owner shall have the right to utilize cable television services offered by any other person or entity and this Agreement shall be terminated.

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, assigns, heirs and personal representatives of the Owner and Company. Owner and Company may not assign this Agreement without prior notice to the other party and in no event unless the assignee agrees in writing to be bound by the terms of this Agreement.

BR6794F01211

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.
15. Company represents and warrants to Owner that Company has all requisite licenses, equipment, skills and abilities to perform all of Company's obligations under this Agreement. Owner has relied upon this representation in entering into this Agreement.

Company shall only install the System in those areas of the Property previously approved in writing by Owner.

Owner: Meredith Apartments Limited Partnership

By:

MBC

Signature

RB

Initialed by Accounts Executive

MARC B COHEN

Print Name

Initialed by Commercial Accounts Manager

Initial

DR

David Reynolds
Vice President/COO

4/23/93

Date

MAY 13 1993

Date

RB 5/4/93

BR6794FS1212

NOTARIZATION OF OWNER / AUTHORIZED AGENT SIGNATURE

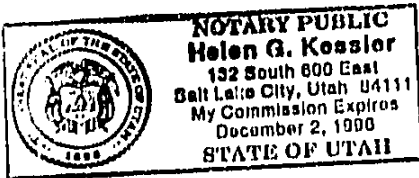
STATE OF Utah)

) SS

COUNTY OF Salt Lake)

On this 23 day of April, 1993 before me, a Notary Public in and for the State of Utah personally appeared Mark B. Cohen 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.



H. Kessler
Notary Public

My Commission Expires: Dec 2, 1990

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 _____ of the corporation that executed the within instrument on behalf of the corporation therein named as COMPANY and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Notary Public

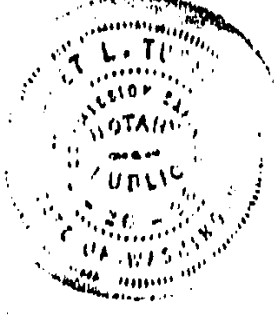
My Commission Expires: _____

EM6794761213

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On MAY 13 1993, before me, a Notary Public in and for said State, personally appeared David M. Reynolds, known to me to be the Executive Vice President/Chief Operating Officer of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named as COMPANY and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Janet L. Reynolds

Notary Public

My Commission Expires: May 20, 1996

BK6794PG1214

PROPERTY INFORMATION

Parcel	09313800160000	Property Type	10+ UNITS	Year Built	1906
Building Style		Eff. Year Built	1965	Zoning	8905
Site Name	Meredith Apts			Square Feet	15309
Site Address	160 1st Ave			Sale Date	
Site City	Salt Lake City	State	UT	Zipcode	84103

OWNERSHIP INFORMATION

Owner	MEREDITH APARTMENTS LTD PTRSHIP II	Telephone #	
Contact	Meredith Apartments Ltd Ptrsh	Owner Occupied	
Address	1592 S 1100 E	Zipcode	84105
City	Salt Lake City	State	UT

PROPERTY TAX INFORMATION

Building Value	\$302600	Total Acres	0.25	Property Taxes	5624.28
Land Value	\$136100	Mortgage Holder	0000	Tax Rate	0.0191420
Total Value	\$438700	Hillside Residence			

Subdivision
 Legal Description COM 2.5 RDS E FR NW COR LOT 3 BLK 14 PLAT D SLC SUR S 10 RDS
 E 34.25 FT S 10 RDS E 7 FT N 10 RDS E 24.75 FT N 10 RDS W 66
 FT TO BEG 5497-0608 5562-1977 5562-1974 5661-2303 6038-1082
 6090-0429 6117-2703

160 E 1st Ave.

SK6794P91215