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04/27/2000 04:09 PM 26.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
AT&T
1165 E WILMINGTON AVE #295
SLC UT 84106
BY: RDJ, DEPUTY - WI 9 P.

RIGHT OF ENTRY AGREEMENT

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

AT 411

7626551

PROPERTY OWNER

Name: Carrington Square LLC

Address: 2785 West 9000 South

City, State, Zip: West Jordan, Utah 84088

Contact Person: George Smith

Telephone: 566-2224

Owner or Authorized Agent:

PROPERTY

Complex Name: Carrington Square

Address: 5959 South 4800 West

City/State/Zip: West Valley City, Utah

Contact Person: George Smith

Telephone: 299-6579

This Agreement entered into this 10 of July, 1996, by and between TCI CABLEVISION OF UTAH, INC. ("COMPANY"), and Carrington Square LLC ("OWNER") located at 2785 West 9000 South, West Jordan, Utah 84088.

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 144 units located at 5959 South 4800 West in the city of West Valley City, 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 LO (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 ten (10) years, from the date first written above, renewable 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

TCI CABLEVISION OF UTAH, INC.

George B. Smith

Print Name

General Superintendent

Title

[Signature]
Signature

[Signature]

Ronald S Bills

7/29/96

Date

RS/B

Initialed by

Commercial Accounts Manager

[Signature]

Dick Friedman

State General Manager, Utah/Idaho

7-12-96

Date

Date

NOTARIZATION OF OWNER / AUTHORIZED AGENT SIGNATURE

STATE OF Utah)

COUNTY OF Salt Lake)

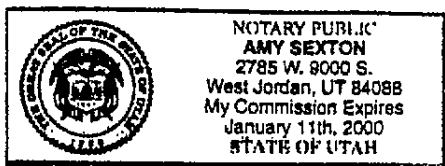
)SS

ON THIS 12th DAY OF July, 1996, before me, a Notary Public in and for the State of Utah, personally appeared George B. Smith 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.

[Signature]
Notary Public

My Commission Expires: 1/11/00

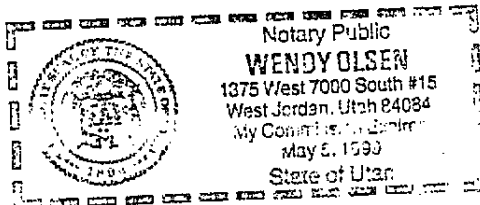


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STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On this 11 day of September 1996, 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 he signed the same as a 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.



Wendy Olsen
Wendy Olsen, Notary Public

May 5, 1999
My Commission Expires

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AT411

AGREEMENT FOR GRANT OF EASEMENT

THIS AGREEMENT FOR GRANT OF EASEMENT is made as of January 20, 2000 between TCI Cablevision of Utah Inc. ("Company") and Carrington Square LLC ("Owner").

WHEREAS, Owner owns the premises ("Premises"), which consists of 240 units, known as Carrington Square, located at 5959 South 4800 West, and more specifically described on Schedule 1 hereto ("Premises");

WHEREAS, Company is cable television provider operating under a franchise granted by West Jordan ("Franchise"); and

WHEREAS, Owner and Company have entered into an MDU Service Agreement of equal date herewith ("Agreement") pursuant to which Company may provide multi-channel video programming and any other communications and information services that Company may legally provide ("Services") to the tenants of the Premises;

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises made by the parties hereto, and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Grant of Easements and Rights

In consideration of the fees paid by Company in accordance with Section 2 hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner does hereby grant, bargain, sell, assign and convey to Company, its successors and assigns, such easements on, over, under, within and through the Premises as are necessary to install, maintain, repair, replace and remove coaxial cable and/or fiber optic line, internal wiring, amplifiers, converters and other equipment and facilities as Company deems necessary, desirable or convenient (collectively, the "Equipment") for the provision of Services to the Premises, together with rights of ingress and egress on and over the Premises as necessary for the use and enjoyment of the easements herein granted. At a minimum, the easements hereby granted shall be coextensive with the wires, cables, risers, and equipment of any past, present or future service provider to the MDU, as well as any necessary extensions of such existing wires, cables, risers and equipment. The easements hereby granted shall run with the land and the burden upon the Premises shall bind each and every owner thereof hereafter. The easements and rights granted herein shall be for so long as the duration of the existing or new Right of Entry that the Company holds, or any renewal thereof.

2. Consideration

In consideration of the easements and rights granted by Owner pursuant hereto, Company shall pay to Owner the sum of Ten Dollars (\$10.00), receipt and sufficiency of which is hereby acknowledged.

3. Ownership of Equipment

All Equipment, including without limitation all coaxial cable and/or fiber optic line, and internal wiring, shall be and remain the property of Company and shall remain subject to Company's exclusive management and control, and unless otherwise required by law, neither Owner nor any subsequent owner or owners of the Premises or any part thereof shall acquire any right, title or interest in any of the Equipment as a result of the placement of the Equipment on the Premises.

4. Installation and Maintenance of Equipment; Removal

Company agrees to make all installations of Equipment on the Premises in a good and workmanlike manner, and to perform all work with reasonable care. Company shall maintain the Equipment in a good and safe condition at all times. Company shall promptly repair any damage done to the Premises in connection with the installation, repair or maintenance of the Equipment. Company shall at all times during the term of this Agreement carry, and require its contractors to carry, insurance to protect Owner from and against any and all claims for injury or damages to persons or property, both real and personal, caused by the installation or maintenance of the Equipment on the Premises. [Upon termination of the easements and rights granted hereby,] Company shall have the right to enter the Premises and remove the Equipment and the Additional Equipment (as defined below). Company agrees to restore the Premises to its original condition, reasonable wear and tear excepted.

5. Non-Disturbance

Owner represents and warrants to Company that Owner has not granted, and covenants and agrees that it shall not grant, to any other individual or entity any easements or rights which could materially and adversely interfere with the operation of the Equipment. Owner further covenants and agrees that, during the term of this Agreement, Owner will in no way disturb, alter or move any part of the Equipment.

6. Additional Equipment

Company shall have the right to install converters or other apparatus ("Additional Equipment"), as requested by individual subscribers within the Premises ("Subscribers"), and all Additional Equipment shall be and remain the property of Company and shall remain subject to Company's management and control.

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7. Taxes

Company shall be responsible for personal property taxes, if any, which are assessed with respect to the Equipment, Home Run Wiring or Additional Equipment, and Owner shall be responsible for all real or personal property taxes assessed with respect to the Premises.

8. Representations and Warranties of Company

Company represents and warrants to Owner that Company is an entity duly organized and validly existing under the laws of the jurisdiction of its formation and is qualified to do business in the State of Utah. Company has all necessary power and authority, and all necessary licenses and permits, to enter into and perform the terms of this Agreement. This Agreement has been duly executed on behalf of Company and constitutes a valid and binding agreement of Company, enforceable in accordance with its terms.

9. Representations and Warranties of Owner

Owner represents and warrants to Company that Owner is an entity duly organized and validly existing under the laws of the jurisdiction of its formation and is qualified to do business in the State of Utah. Owner owns the Premises, and has all necessary power and authority to enter into and perform the terms of this Agreement. This Agreement has been duly executed on behalf of Owner and constitutes a valid and binding obligation of Owner, enforceable in accordance with its terms.

10. Miscellaneous

Each of the parties agrees to take or cause to be taken such further actions, to execute, deliver and file such further documents and instruments and to obtain such consents as may be necessary or may be reasonably requested by the other party in order to fully effectuate the purposes, terms and conditions of this Agreement. This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed by the parties hereto. Owner shall assign this Agreement to any individual or entity purchasing the Premises, and shall cause such entity to execute a written assumption agreement whereby such entity agrees to comply with the terms and conditions of this Agreement. Company may assign this agreement to any affiliate and to any entity to which its Franchise is assigned in accordance with applicable law. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

11. Capitalized Terms or Phrases

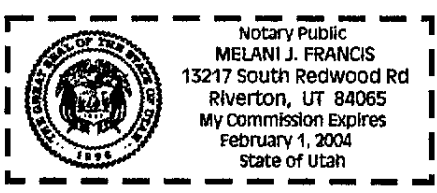
Unless otherwise expressly set forth herein, capitalized terms and phrases shall have the meaning(s) ascribed to them in the MDU Service Agreement executed between the parties of equal date herewith.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

Owner: Carrington Square LLC
By: [Signature]
Name: Greg Kinditsbacher
Title: Vice President

Company: TCI Cablevision of Utah, Inc.
By: [Signature]
Name: _____
Title: _____

WITNESS my hand and official seal.
Melani J. Francis
Notary Public
My Commission Expires: 2-1-04



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Schedule 1

[Legal description of Premises in form suitable for recordation]

BK 8 3 5 7 PG 8 7 9 7

(EXECUTE ONLY IF APPLICABLE)

EASEMENT ACCESS COMPENSATION ADDENDUM

THIS ADDENDUM is made between Owner and Company described above. All undefined terms used herein will have the same meaning ascribed to them in the attached MDU Service Agreement ("Agreement") between the parties of equal date. The parties agree as follows:

1. **COMPENSATION.** In exchange for granting Company access to the Premises for the purposes described in the Agreement, Company agrees to provide to Owner the following: **LIMITATION.** Owner and Company agree that no other payment, compensation or remuneration (monetary or otherwise) will be due and owing to Owner by Company during the term of the Agreement in exchange for Owner providing Company access to the Premises. Basic/expanded basic, plus digital and 2 movie channels for both George Smith and Greg Randlesbacher.
2. **TAXES.** Owner will be responsible for all taxes attributable to any and all payments received by it pursuant to this Addendum. Company will provide to Owner all statements which it is required to prepare pursuant to the Internal Revenue Code of 1986, as amended, in connection with the payment made to Owner by Company as described in Section 1 above.
3. **CONFIDENTIALITY.** Owner and/or any person signing on behalf of Owner hereby agrees to not, directly or indirectly, disclose to any third party the terms of the Agreement or this Addendum, except as may be required by law.
4. **TERMINATION.** This Addendum will terminate upon the earlier to occur of the following: (a) the expiration of Company's exclusive arrangement with Owner; or (b) at the option of Company, the transfer, sale or exchange of the Premises so that, after such transfer, sale or exchange, Owner is no longer the record holder of fee title to the Premises.
5. **ENTIRE AGREEMENT.** This Addendum supersedes any and all other agreements (other than the Agreement), either oral or written, between the parties hereto relating to the subject matter hereof. This Addendum contains the entire agreement between Owner and Company (other than the Agreement) and may not be amended except by an agreement in writing signed by the parties. Owner represents and warrants that it has the right to execute and deliver this Addendum on behalf of the individual owners of units in the Premises, and that this Addendum is binding and enforceable upon Owner. The person signing on behalf of the Owner represents that he/she is an officer or authorized agent of Owner, with full authority to bind Owner to the terms and conditions of this Addendum. This Addendum will not be binding upon Company until signed by an authorized representative of Company.
6. **SUPPLEMENT TO AGREEMENT.** The terms and conditions of the Agreement will remain in full force and effect, except as modified by this Addendum. This Addendum will serve only to supplement the Agreement.

OWNER:

Carrinton Square LLC, Pinebrook LLC/Hidden Cove LLC

By: 
Title: Vice President

COMPANY (local TCI affiliate):

TCI Cablevision of Utah, Inc.

By: 
Title: Regional Vice President

VTDI 21-18-303-010-0000	DIST 25	TOTAL ACRES	1.83
CARRINGTON SQUARE, L L C	PRINT	UPDATE	REAL ESTATE 177600
		LEGAL	BUILDINGS 0
	TAX CLASS NE		MOTOR VEHIC 0
2785 W 9000 S	EDIT 1	FACTOR BYPASS	TOTAL VALUE 177600
WEST JORDAN UT	84088862385		
LOC: 6005 S COUGAR LN	EDIT 1	BOOK 7644	PAGE 2019 DATE 11/20/1997
SUB:			TYPE UNKN PLAT

04/27/2000 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
 BEG S 0-32' E 821.42 FT & S 89-57'14" E 40 FT FR W 1/4 COR
 SEC 18, T 2S, R 1W, S L M; S 89-57'14" E 751.195 FT; S 19-
 16'21" W 527.48 FT, M OR L; W 572.45 FT; N 0-32' W 498.58 FT
 TO BEG. LESS TAYLORSVILLE-BENNION IMP DIST 1.83 AC M OR L
 5128-1328 6125-2348 6328-488 7343-1790 7416-0179

PFKEYS: 1=VTNH 2=VTOP 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV

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