

7497273

**RIGHT OF ENTRY AGREEMENT**

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

7497273  
10/25/1999 03:53 PM 71.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
AT & T CABLE SERVICES  
1350 E MILLER AVE  
SLC UT 84106  
BY: SBM, DEPUTY - WI 12 P.

PROPERTY OWNER

Name: **Retirement Group Inc.**

Address: **2011 West 4700 South**

City, State, Zip: **Taylorsville, Utah**

Contact Person: **Reese Johnson**

Telephone: **860-4277**

Owner or Authorized Agent:

PROPERTY

Complex Name: **Centennial Park Condos**

Address: **3300 South 1500 West**

City/State/Zip: **Salt Lake City, Utah**

Contact Person: **Reese Johnson**

Telephone: **860-4277**

This Agreement entered into this **20 of August, 1997**, by and between TCI CABLEVISION OF UTAH, INC. ("COMPANY"), and **Retirement Group Inc.** ("OWNER") located at **2011 West 4700 South, Taylorsville, 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) consisting of **70** units located at **3300 South 1500 West** in the city of **Salt Lake 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.

BK8318PG2698

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.)

(X) INDIVIDUAL RATE ACCOUNT: AD (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.

BK8318PG2699

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

GARY L. TAYLOR  
Print Name  
Yes  
Title  
Gary L Taylor  
Signature

August 29, 1997  
Date

NOTARIZATION OF OWNER / AUTHORIZED AGENT SIGNATURE

STATE OF UTAH )

)SS

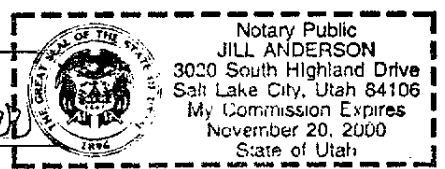
COUNTY OF SALT LAKE )

ON THIS 29<sup>th</sup> DAY OF August, 1997, before me, a Notary Public in and for the State of UTAH, personally appeared GARY L TAYLOR 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.

Jill Anderson  
Notary Public

My Commission Expires: 11.20.2002



BK8318PG2700

Account Executive [Signature]  
Date 9/4/97  
Commercial Account Manager [Signature]

OPERATOR:  
TCI Cablevision of Utah  
By: [Signature]  
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

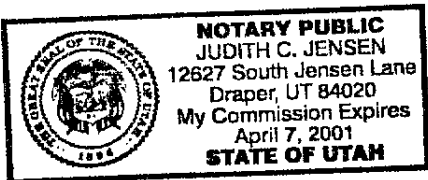
STATE OF Utah )

COUNTY OF Salt Lake )

)SS

ON THIS 15<sup>th</sup> DAY OF Sept, 1997, 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

```

RXAE ENTRY # 8948771            KIND OF INSTR DECLAR BOOK 7964  PAGE 8012
REC DATE/TIME 05/01/1998 11:24 INSTR DATE 04/30/1998 CONSIDERATION
1ST CENTENNIAL PARK CONDOS      1ST
END WHOM MAY CONCERN           2ND    DOCUMENT FINISHED?  Y   4   D
                                   DATE FINISHED: 05/14/1998

15-27-402-001-0000 CENTENNIAL PARK CONDO <CLOSED> * SUB 000000
~ DESCRIPTION AS FOLLOWS:          B 1 000003
      BE2 S 00-08'45" E 775.50 FT & N 89-51'15" E  11 A 000100
      798.155 FT FR NW COR OF SE 1/4 OF SEC 27.          000100
      181W TH N 89-51'15" E 559.845 FT TH S          000200
      00-08'45" E 544.50 FT TH S 89-51'15" W          000200
      559.845 FT TH N 00-08'45" W 554.50 FT          000200
      TO POB                                          000200
      DECLARATION OF COVENANTS OF CENTENNIAL PARK          000400
      CONDO                                          000400
      CENTENNIAL PARK CONDO <CLOSED> * MISC 000500
      DECLARATION OF COVENANTS          000500
15-27-402-002-0000 CENTENNIAL PARK CONDO <CLOSED> * SUB 000600
      SAME DESCRIPTION AND RECITAL AS ABOVE          B 1 000600
      - 11                                           000600
      - 11                                           000600
15-27-402-003-0000 CENTENNIAL PARK CONDO <CLOSED> * SUB 000800
      SAME DESCRIPTION AND RECITAL AS ABOVE          B 1 000800
15-27-402-004-0000 CENTENNIAL PARK CONDO <CLOSED> * SUB 000900
      SAME DESCRIPTION AND RECITAL AS ABOVE          B 1 000900
  1=RXEN 2=RXPS 3=PREV 4=RETURN 5=NEXT 6=RXPT 7=RXPN 8=MXEN 9=MXEN 10=RXXP 11=RXAB
  
```

BK 831 8PG 2702

RVDU ENTRY # 4948991

EXTRA INFORMATION FOR ABSTRACTING:

15-27-402-004-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* SUB	00091 00092 00101 00102 00111 00112
15-27-402-005-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* SUB	00121 00122 00131 00132 00141 00142
15-27-402-006-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* SUB	00151 00152 00161 00162 00171 00172
15-27-402-007-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* SUB	00181 00182 00191 00192 00201 00202
15-27-402-008-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* SUB	00211 00212 00221 00222 00231 00232

NOT LEGIBLE FOR MICROFILM  
CO. M. C. BAKER

ENTRY # 2848991

EXTRA INFORMATION FOR ABSTRACTING:

15-27-402-009-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* SUB B B C A	00197 00202 00207 00212
15-27-402-010-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* SUB B B C B	00217 00222 00227 00232
15-27-402-011-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* SUB B B C C	00237 00242 00247 00252
15-27-402-012-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* SUB B B C C	00257 00262 00267 00272
15-27-402-013-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* SUB B B C C	00277 00282 00287 00292
15-27-402-014-0000	CENTENNIAL PARK CONDO <CLOSED>	* SUB	00297

NOT LEGIBLE FOR MICROFILM  
CO. RECORDER

BK 8318 PG 2704

EXDD ENTRY # 6942991

EXTRA INFORMATION FOR ABSTRACTING:

	SAME DESCRIPTION AND RECITAL AS ABOVE			003000
				003000
				003100
15-27-402-015-0000	CENTENNIAL PARK CONDO <CLOSED>	*	SUB	003100
	SAME DESCRIPTION AND RECITAL AS ABOVE			003200
				003200
15-27-402-016-0000	CENTENNIAL PARK CONDO <CLOSED>	*	SUB	003200
	SAME DESCRIPTION AND RECITAL AS ABOVE			003400
				003400
15-27-402-017-0000	CENTENNIAL PARK CONDO <CLOSED>	*	SUB	003400
	SAME DESCRIPTION AND RECITAL AS ABOVE			003600
				003600
				003700
15-27-402-018-0000	CENTENNIAL PARK CONDO <CLOSED>	*	SUB	003700
	SAME DESCRIPTION AND RECITAL AS ABOVE			003800
				003800
				003900
15-27-402-019-0000	CENTENNIAL PARK CONDO <CLOSED>	*	SUB	003900
	SAME DESCRIPTION AND RECITAL AS ABOVE			004000

NOT LEGIBLE FOR MICROFILM  
CO. RECORDER

BK 8318PG2705



RXDL ENTRY # 1848990

EXTRA INFORMATION FOR ABSTRACTING:

15-27-402-020-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* BUB B B C	00409 00410 00411 00412 00413
15-27-402-021-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* BUB B B C	00414 00415 00416
15-27-402-022-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* BUB B B C	00417 00418 00419
15-27-402-023-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* BUB B B C	00420 00421 00422
15-27-402-024-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* BUB B B C	00423 00424 00425

NOT LEGIBLE FOR MICROFILM  
CO. RECORDER

BK8318PG2706

RXDU ENTRY # 6948991

EXTRA INFORMATION FOR ABSTRACTING:

15-27-402-025-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* SUB B 7 - 1 - 1	00515 00520 00525 00530 00535
15-27-402-026-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* SUB B 7 - 1 - 1	00540 00545 00550 00555
15-27-402-027-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* SUB B 7 - 1 - 1	00560 00565 00570 00575
15-27-402-028-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* SUB B 7 - 1 - 1	00580 00585 00590 00595
15-27-402-029-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* SUB B 7 - 1 - 1	00600 00605 00610 00615

NOT LEGIBLE FOR MICROFILM  
CO. RECORDER

BK8318PG2707

RXDL ENTRY # 6948891

EXTRA INFORMATION FOR ABSTRACTING:

15-27-402-020-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* SUB B B C C D D	00621 00622 00623 00624
15-27-402-031-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* SUB B B C C D D	00641 00642 00643 00644
15-27-402-032-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* SUB B B C C D D	00661 00662 00663 00664
15-27-402-033-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* SUB B B C C D D	00681 00682 00683 00684
15-27-402-034-0000	CENTENNIAL PARK CONDO <CLOSED> SAME DESCRIPTION AND RECITAL AS ABOVE	* SUB B B C C D D	00701 00702 00703 00704
15-27-402-035-0000	CENTENNIAL PARK CONDO <CLOSED>	* SUB	00721

NOT LEGIBLE FOR MICROFILM  
CO. RECORDER

BK8318PG2708

ENTRY # 894888:

EXTRA INFORMATION FOR ABSTRACTING:

	SAME DESCRIPTION AND RECITAL AS ABOVE	B 9	00727
		B 11	00732
		B 11	00737
15-27-402-026-0000	CENTENNIAL PARK CONDO <CLOSED>	* SUB	00742
	SAME DESCRIPTION AND RECITAL AS ABOVE	B 9	00747
		B 11	00752
		B 11	00757
15-27-402-037-0000	CENTENNIAL PARK CONDO <CLOSED>	* SUB	00762
	SAME DESCRIPTION AND RECITAL AS ABOVE	B 10	00767
		B 11	00772
		B 11	00777
15-27-402-038-0000	CENTENNIAL PARK CONDO <CLOSED>	* SUB	00782
	SAME DESCRIPTION AND RECITAL AS ABOVE	B 10	00787
		B 11	00792
		B 11	00797
15-27-402-039-0000	CENTENNIAL PARK CONDO <CLOSED>	* SUB	00802
	SAME DESCRIPTION AND RECITAL AS ABOVE	B 11	00807
		B 11	00812
		B 11	00817
15-27-402-040-0000	CENTENNIAL PARK CONDO <CLOSED>	* SUB	00822
	SAME DESCRIPTION AND RECITAL AS ABOVE	B 11	00827

NOT LEGIBLE FOR MICROFILM  
CO. RECORDER

BK8318P62709