

5648079

**RIGHT OF ENTRY AGREEMENT**

TCI CABLEVISION OF UTAH, INC.  
1251 E. Wilmington Ave. Suite 150  
Salt Lake City, Utah 84106

3800

5648079  
04 NOVEMBER 93 10:53 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
TCI CABLEVISION OF UTAH, INC.  
REC BY: DIANE KILPACK, DEPUTY

**PROPERTY OWNER**

Name: **Congregate Care Co.**

Address: **680 E. 100 S.**

City, State, Zip: **Salt Lake City, Utah 84102**

Contact Person: **Patricia Child / General Manager**

Telephone: **537-1100**

Owner or Authorized Agent:

**PROPERTY**

Complex Name: **Parklane**

Address: **680 E. 100 S.**

City/State/Zip: **Salt Lake City, Utah 84102**

Contact Person: **Patricia Child / General Manager**

Telephone: **537-1100**

This Agreement entered into this 10th of August, 1993, by and between TCI CABLEVISION OF UTAH, INC. ("COMPANY"), and Congregate Care Co. ("OWNER") located at 680 E. 100 S., Salt Lake City, Utah 84102.

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 94 units located at 680 E. 100 S. 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.

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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:      (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 first written above, renewable at the option of the COMPANY for an additional term of fifteen (15) years, 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.

HIGHLIGHTED AREA-FOUR COPY  
CO. RECORDER

BR 6794 FS 1240

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:

By: *Franklin L. Child*  
Signature

FRANKLIN L. CHILD  
Print Name

Title: ACES REC INTL INC  
PARTNER DENVER MOUNTAIN  
Date

10 AUG 93

COMPANY:

TCI CABLEVISION OF UTAH, INC.

By: *Wendy Karpel*  
Signature

Wendy Karpel 8/24/93  
Initialed by Commercial Accounts Manager

*David Reynolds*  
Signature  
David Reynolds  
Vice President/COO

SEP - 9 1993  
Date

HIGHLIGHTED AREA-POOR COPY  
CO. RECORDER

BK6794561241

NOTARIZATION OF OWNER / AUTHORIZED AGENT SIGNATURE

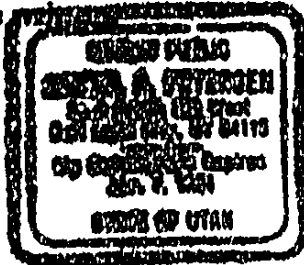
STATE OF Utah )

) SS

COUNTY OF Salt Lake )

On this 10<sup>th</sup> day of August, 1993, before me, a Notary Public in and for the State of Utah personally appeared Franklin I. Child 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.



Steven A. Peterson  
Notary Public

My Commission Expires: 1-7-94

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

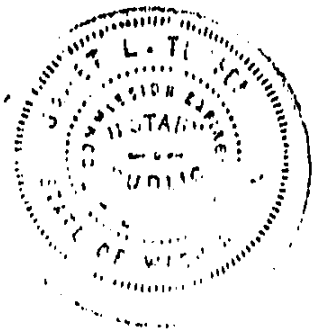
My Commission Expires: \_\_\_\_\_

EX6794931242

STATE OF WASHINGTON     )  
                                  ) SS  
COUNTY OF KING         )

On September 9, 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. Turpen  
Janet L. Turpen, Notary Public  
In and for the State of Washington  
Residing at: Bellevue, WA  
My Commission Expires: May 20, 1996

PROPERTY INFORMATION

Parcel	16051040010000	Property Type	10+ UNITS	Year Built	1987
Building Style		Eff. Year Built	1987	Zoning	8905
Site Name	Park Lane			Square Feet	22655
Site Address	680 E 100 S			Sale Date	
Site City	Salt Lake City	State	UT	Zipcode	84102

OWNERSHIP INFORMATION

Owner	CONGREGATE CARE CO	Telephone #	3557640
Contact	Congregate Care Co	Owner Occupied	
Address	680 E 100 S	Zipcode	84102
City	Salt Lake City	State	UT

PROPERTY TAX INFORMATION

Building Value	\$3507200	Total Acres	0.62	Property Taxes	48440.42
Land Value	\$271200	Mortgage Holder	Hillside Residence	1015 Tax Rate	0.0191420
Total Value	\$3778400				
Subdivision					
Legal Description	BEG AT NE COR LOT 7 BLK 53 PLAT B SLC SUR W 5 RDS S 20 RDS E 5 RDS N 20 RDS TO BEG 4832-359,375 5130-0449				

*Park Lane  
680 E. 100 S.*

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PROPERTY INFORMATION

Parcel	16051040020000	Property Type C/I VACANT	Year Built	0
Building Style		Eff. Year Built	Zoning	8905
Site Name	Park Lane		Square Feet	0
Site Address	680 E 100 S		Sale Date	
Site City	Salt Lake City	State UT	Zipcode	84102

OWNERSHIP INFORMATION

Owner	CONGREGATE CARE CO	Telephone #	3557640
Contact	Congregate Care Co	Owner Occupied	
Address	680 E 100 S	Zipcode	84102
City	Salt Lake City	State UT	

PROPERTY TAX INFORMATION

Building Value		Total Acres	0.16	Property Taxes	1064.08
Land Value	\$83000	Mortgage Holder	1015	Tax Rate	0.0191420
Total Value	\$83000	Hillside Residence			

Subdivision  
 Legal Description BEG AT NW COR LOT 8 BLK 53 PLAT B SLC SUR E 2.5 RDS S 10 RDS  
 V 2.5 RDS N 10 RDS TO BEG. 4770-1388,1390 5130-0447

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PROPERTY INFORMATION

Parcel	16051040030000	Property Type C/I VACANT	Year Built	0
Building Style		Eff. Year Built	Zoning	8905
Site Name	Park Lane		Square Feet	0
Site Address	680 E 100 S		Sale Date	
Site City	Salt Lake City	State UT	Zipcode	84102

OWNERSHIP INFORMATION

Owner	CONGREGATE CARE CO	Telephone #	3557640
Contact	Congregate Care Co	Owner Occupied	
Address	680 E 100 S	Zipcode	84102
City	Salt Lake City	State UT	

PROPERTY TAX INFORMATION

Building Value		Total Acres	0.16	Property Taxes	1064.08
Land Value	\$83000	Mortgage Holder	1015	Tax Rate	0.0191420
Total Value	\$83000	Hillside Residence			
Cubdivision					
Legal Description	BEG 2.5 RDS E FR NW COR LOT 8 BLK 53 PLAT B SLC SUR E 2.5 RDS S 10 RDS W 2.5 RDS N 10 RDS TO BEG. 4770-1385 THRU 1389 5130-0447				

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PROPERTY INFORMATION

Parcel	16051040040000	Property Type C/I VACANT	Year Built	0
Building Style		Eff. Year Built	Zoning	8905
Site Name	Park Lane		Square Feet	0
Site Address	680 E 100 S		Sale Date	
Site City	Salt Lake City	State UT	Zipcode	84102

OWNERSHIP INFORMATION

Owner	CONGREGATE CARE CO	Telephone #	3557640
Contact	Congregate Care Co	Owner Occupied	
Address	680 E 100 S	State UT	Zipcode
City	Salt Lake City		84102

PROPERTY TAX INFORMATION

Building Value		Total Acres	0.16	Property Taxes	1910.24
Land Value	\$149000	Mortgage Holder		1015 Tax Rate	0.0191420
Total Value	\$149000	Hillside Residence			
Subdivision					
Legal Description	BEG AT NE COR LOT 8 BLK 53 PLAT B SLC SUR S 5 RDS W 5 RDS N 5 RDS E 5 RDS TO BEG. 4770-1390 5130-0447				

EX6794561247

PROPERTY INFORMATION

Parcel	16051040050000	Property Type	C/I VACANT	Year Built	0
Building Style		Eff. Year Built	0	Zoning	8905
Site Name	Park Lane			Square Feet	0
Site Address	680 E 100 S			Sale Date	
Site City	Salt Lake City	State	UT	Zipcode	84102

OWNERSHIP INFORMATION

Owner	CONGREGATE CARE CO	Telephone #	3557640
Contact	Congregate Care Co	Owner Occupied	
Address	680 E 100 S	Zipcode	84102
City	Salt Lake City	State	UT

PROPERTY TAX INFORMATION

Building Value		Total Acres	0.08	Property Taxes	674.35
Land Value	\$52600	Mortgage Holder	1015	Tax Rate	0.0191420
Total Value	\$52600	Hillside Residence			

Subdivision  
 Legal Description BEG 5 RDS S OF NE COR OF LOT 8 BLK 53 PLAT B SLC SUR S 2 1/2 RDS W 5 RDS N 2 1/2 RDS E 5 RDS TO BEG. 4770-1390 5130-0447

EW6794PS1248

PROPERTY INFORMATION

Parcel 16051040060000 Property Type C/I VACANT Year Built 0  
Building Style Eff. Year Built 0 Zoning 8905  
Site Name Park Lane Square Feet 0  
Site Address 680 E 100 S Sale Date  
Site City Salt Lake City State UT Zipcode 84102

OWNERSHIP INFORMATION

Owner CONGREGATE CARE CO Telephone # 3557640  
Contact Congregate Care Co Owner Occupied  
Address 680 E 100 S  
City Salt Lake City State UT Zipcode 84102

PROPERTY TAX INFORMATION

Building Value Total Acres 0.08 Property Taxes 674.35  
Land Value \$52600 Mortgage Holder 1015 Tax Rate 0.0191420  
Total Value \$52600 Hillside Residence  
Subdivision  
Legal Description BEG 7.5 RDS S FR NE COR OF LOT 8 BLK 53 PLAT B SLC SUR S 2.5  
RDS W 5 RDS N 2.5 RDS E 5 RDS TO BEG. 4770-1385 THRU 1390  
5130-0447

EW6794FS1249

PROPERTY INFORMATION

Parcel	16051040070000	Property Type C/I VACANT	Year Built	0
Building Style		Eff. Year Built	Zoning	8905
Site Name	Park Lane		Square Feet	0
Site Address	680 E 100 S		Sale Date	
Site City	Salt Lake City	State UT	Zipcode	84102

OWNERSHIP INFORMATION

Owner	CONGREGATE CARE CO	Telephone #	3557640
Contact	Congregate Care Co	Owner Occupied	
Address	680 E 100 S	Zipcode	84102
City	Salt Lake City	State UT	

PROPERTY TAX INFORMATION

Building Value		Total Acres	0.11	Property Taxes	735.90
Land Value	\$57400	Mortgage Holder	1015	Tax Rate	0.0191420
Total Value	\$57400	Hillside Residence			
Subdivision					
Legal Description	BEG 8.25 RDS N FR SE COR LOT 8 BLK 53 PLAT B SLC SUR N 1.75 RDS W 10 RDS S 1.75 RDS E 10 RDS TO BEG. 4770-1385 THRU 1390 5130-0447				

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