

EASEMENT AGREEMENT

RECORDED IN *Left 70*
COUNTY OF JEFFERSON
STATE OF COLORADO
RECEPTION NO. 85100560
10/18/85 09:00 15.00

R E C I T A T I O N S

15.00
A. United Cable Television of Colorado, Inc. ("United"), operates a cable television system with the capacity to serve that condominium complex known as Oberon Road Condominium consisting of 8 condominium units (the "Complex"). Oberon Road Condo ASS. Homeowners' Association (the "Homeowners' Association") is the owner of the common areas of the Complex (the "Common Areas") and draws its members from the owners of condominium units within the Complex. United desires to install its cable television service to the Complex, and the Homeowners' Association desires that United serve its members with such service. 1-5

B. The aforesaid installation being necessary for United to inter-connect the Complex and United's facilities in public rights-of-way pursuant to rights granted to United in an ordinance or permit duly enacted by the county or municipality in which the Common Areas are located, United and the Homeowners' Association hereby agrees as follows:

1. The Homeowners' Association by this easement agreement hereby grants to United an easement appurtenant for the installation, construction, reconstruction, maintenance, repair, operation and use of one or more underground conduits, service boxes, wires, cables and other electrical and optional conductors as well as underground fixtures and necessary appurtenances for the purposes of transmission and distribution of a broadband telecommunications network (CATV system) and other communications signals along with reasonable rights of access to the Association to solicit sales of cable television services.

2. The aforesaid private easement shall inter-connect United's facilities located in the public easement with as little disruption of Homeowners' property as is reasonably possible. Installation of cable and equipment will be restricted to those areas under and above ground already reserved for utility services, except as consented to in writing by the Homeowners' Association in advance. All cable will be buried, and any terminal boxes above ground shall be properly erected, attractively finished and maintained at the expense of United. No installation will be conducted outside of normal working hours.

3. United hereby agrees to install their electronic and other equipment necessary to provide cable television service to all residents within the Complex whose owners request such service, such installation to commence as soon as ** _____ . United assumes sole

** reasonably possible upon execution of this agreement.

responsibility for the good condition and proper operation, maintenance and management of all facilities installed in the private easement, notwithstanding any delegation of all or any portion of its obligations under this easement agreement.

4. United shall restore any structure, landscaping or other part of the Complex of Common Areas which is altered or damaged during the installation, maintenance or removal of the cable television system to a condition substantially equal to that existing before such installation, including, if necessary, replacement of damaged trees, plants or grass with similar vegetation of like kind, size and maturity. 2

5. The easement granted hereby is non-exclusive and shall continue for a period of ten (10) years from the date of this Agreement, subject to renewal as provided in paragraph 6 below. The Homeowners' Association warrants that it has good title to the Common Areas and that United shall have quiet and peaceable enjoyment of the easement hereby granted during its term. In conjunction with the easement granted hereby, United shall have the privilege, upon reasonable notice, to enter upon all other property of the Homeowners' Association in order to utilize the easement for the purposes described herein.

6. The initial term of this Agreement shall expire ten (10) years from the date of execution. Six months prior to the expiration date, the Homeowners' Association shall assemble and transmit to United in writing a summary of any complaints from its members relating to the service or conduct of United which would, if established, show a violation of this Agreement by United. If United remedies the situations complained of or provides assurance that the grounds for the complaint will not recur, this Agreement, and the easement granted hereby, may be extended for a second ten (10) year period upon written approval of the Homeowners' Association.

7. The rights granted herein shall run with the land, and the covenants and agreements contained herein shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective successors and assigns.

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ADDITIONAL TERMS AND CONDITIONS

For: Oberon Road Condominium Association

In order to further define paragraph , page , of this Agreement, United Cable Television of Colorado, Inc. agrees to the following;

1. United will cause to have replaced or repaired immediately, any damage incurred to PRIMARY SERVICES such as phone, water, natural gas service, etc., that has been damaged during the installation of United's cable television network within the Association's property. 4
2. Any damage to NON-PRIMARY SERVICES, including landscaping, sprinkler system damage, etc., will be repaired or replaced within five (5) working days from the date that the damage was incurred. This repair time frame is subject to paragraph four (4) below.
3. In the event that United, or any Agent of United is unable to cause any of the above repairs to take place during the aforementioned time frames, United hereby authorizes the Homeowner's Association to repair said damage, and then invoice United for the total cost incurred for such repair.
 - 3.1 If the Homeowner's Association is forced to act upon any repairs as defined in the above paragraph three (3), all rates for repairs must be at rates common to the industry involved.
4. In the event of landscaping and/or sprinkler system repair, the Homeowner's Association will grant to United the ability to effect such repairs as dictated by weather conditions, and the availability of necessary replacement parts and/or materials.
5. The Homeowner's Association will allow united's marketing staff to visit the individual households located on the Homeowner's Association grounds from time to time.

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OPERATOR BY: [Signature]

President
United Cable Television
of Colorado, Inc.

HOMEOWNER'S ASSOCIATION BY: [Signature]

TITLE : President

EXHIBIT A

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Oberon Road Condominium Association, Inc.

Common Area

Common elements of OBERON ROAD CONDOMINIUMS, in accordance with the Condominium Declaration recorded on October 25, 1979 at Reception No. 79097750, and Condominium Map recorded October 25, 1979 in Condominium Book 12 at pages 47 and 48 of Jefferson County Records, Jefferson County, State of Colorado, and also known as Lot 1, Block 1, MEYER SUBDIVISION, according to the Plat recorded October 27, 1978 in Book 57 at page 12, County of Jefferson, State of Colorado.

(Oberon)

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