

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL

99-0795270 08/24/99 08:48

LILIAN 3 OF 15

NOTICE OF TELECOMMUNICATION SERVICE
AND NON-EXCLUSIVE ACCESS AGREEMENT

Villas @ Grayhawk
SEC 76th St & Thompson Peak Pkwy
Scottsdale, AZ
388 Units

PLEASE TAKE NOTICE that COXCOM, a Delaware corporation d/b/a Cox Communications Phoenix, Inc., ("COX"), has entered into an agreement dated, July 28, 1999, with the owner of the above property which entitles COX to provide cable television and/or other programming and telecommunications services to all residential units located on the Property described on Exhibit A attached hereto and incorporated herein by this reference. Among other things, the agreement provides COX with non-exclusive rights of ingress and egress necessary or useful to provide such service and maintain its equipment and other facilities. The agreement also provides that all reception and service equipment and wiring installed on the Property shall be and remain the property of COX for its exclusive use.

The agreement binds any successors and assigns of the Owner in accordance with its terms. A copy of the agreement will be provided to any properly interested person upon written request.

By this notice, COX requests that it receive notice of any pending trustee or foreclosure sale or bankruptcy proceeding sent to:

Business Services
Cox Communications
17602 North Black Canyon Highway
Phoenix, Arizona 85053

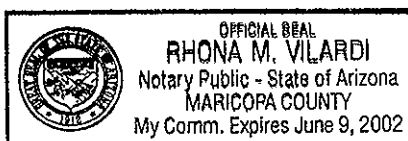
IN WITNESS WHEREOF, the undersigned has set his hand this 13 day of August, 1999.

COXCOM, INC.

By: [Signature]
Paul Gregg, Vice President

SUBSCRIBED AND SWORN TO before me this 13 day of August, 1999.

[Signature]
Notary Public
My Commission Expires: June 9, 2002



RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)

Cox Communications Phoenix)
17602 N. Black Canyon Highway)
Suite 111)
Phoenix, Arizona 85023)
Attention: Manager, MDU Markets)

NO TAX DUE - NO CONSIDERA-
TION PAID

DOCUMENT TRANSFER TAX \$0.00

Name Title

(Space above line for Recorder' s use only

GRANT OF EASEMENTS

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Townhome Village at Grayhawk L.L.C. ("Owner"), hereby grants to Cox Communications Phoenix, Inc., an Arizona corporation, d/b/a Cox Communications Phoenix ("Cox"), a non-exclusive, transferable easement on, in, over, across and under the certain real property described on Exhibit A attached hereto and incorporated herein by this reference (the "Property") and the improvements now or hereafter located thereon as reasonably necessary or useful for the location, relocation, installation, construction, maintenance, repair, altering, upgrading, monitoring, inspection, operation, replacement and removal of, and access to, all equipment, equipment cabinets, conduit, lines, fiber, wires, cable, pipes, sleeves, pads, vaults, manholes, handholes, markers, enclosures and other structures and improvements (collectively "Telecommunications Facilities") used or useful for the distribution or delivery of cable television, telephone, data transmission and/or other telecommunications service and programming (collectively "Telecommunications Service") by Cox at the Property (including but not limited to delivery of Telecommunications Service to residents at the Property and to any clubhouse, management and/or leasing office, business center, fitness center and other common area facilities located on the Property). The easement extends throughout the Property (both land and improvements), including raceways, common areas, equipment rooms, equipment buildings, utility areas and other spaces on, in, over, across and under the Property. Without limiting the foregoing, Owner hereby grants to Cox an easement on, in, over, across and under the Property for a digital loop carrier serving the Property and from the digital loop carrier location to and including the minimum point of entry for the Property. The foregoing grant of easements includes but is not limited to the non-exclusive right of Cox to interconnect with and use Telecommunications Facilities owned by Owner and located on the Property in order to provide Telecommunications Service to Cox's customers located at the Property.

Owner shall have the right to use for any lawful purpose all areas of the Property on, in, over, across or under which any Telecommunications Facilities are located as long as such use does not interfere with the easement rights granted by this instrument. Such use shall specifically exclude the right to erect, construct or place any building, trees, block walls or other structures or improvements over or upon any area of the Property in which Telecommunications Facilities are located in or above trenches without the prior written consent of Cox . In the event consent is granted, Cox nevertheless reserves the


full exercise of its easement rights, and shall have no liability to repair or replace any such improvements that may be damaged or destroyed by Cox in the exercise of such easement rights, Cox being responsible only to restore the surface of the land as close as is reasonably possible to the condition that existed prior to the commencement of its activity. Cox further shall have the right to trim or cut tree roots that may damage or interfere with Telecommunications Facilities or any portion thereof.

The foregoing grant of easements and access rights shall run with the Property and shall be binding upon and inure to the benefit of (a) Owner and any person acquiring any right, title or interest in or to the Property or any portion thereof and (b) Cox and its permitted successors and assigns.

The foregoing grant of easements is made on and subject to all the terms and conditions of a certain Agreement for Telecommunications Facilities and Service between Owner and Cox dated July ____, 1999 (the "Agreement"), a Memorandum of which has been recorded in the Official Records of Maricopa, County, Arizona concurrently with the recordation of this instrument. The foregoing grant of easements shall survive expiration or termination of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 22nd day of July, 1999.

TOWNHOME VILLAGE at GRAYHAWK L.L.C.

By: 

Name: Leslie S. Litwin

Title: Manager of Member

Accepted and approved:

COX COMMUNICATIONS PHOENIX, INC., d/b/a COX COMMUNICATIONS PHOENIX

By: 

Name: _____

Title: _____

STATE OF ARIZONA)

COUNTY OF MARICOPA)

On July 22, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Leslie S. Litwin, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose Name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

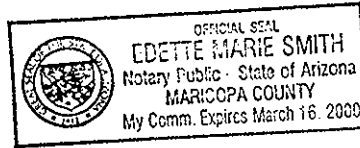
WITNESS my hand and official seal.

Edette Marie Smith

NOTARY PUBLIC

STATE OF ARIZONA)

COUNTY OF *Maricopa*)

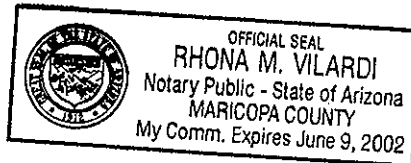


On July 28, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Paul Grezy, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose Name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Rhona M. Vilardi

NOTARY PUBLIC



RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)

Cox Communications Phoenix)
)
17602 N. Black Canyon Highway)
Suite 111
Phoenix, Arizona 85203)
Attention: Manager, MDU Markets)

NO TAX DUE - NO CONSIDERA-
TION PAID

DOCUMENT TRANSFER TAX \$0.00

Name Title

(Space above line for Recorder' s use only

MEMORANDUM OF AGREEMENT FOR TELECOMMUNICATIONS FACILITIES
AND SERVICE, AND REQUEST FOR NOTICE

PLEASE TAKE NOTICE as follows:

1. Townhome Village at Grayhawk L.L. C. ("Owner"), and Cox Communications Phoenix, Inc., an Arizona corporation, d/b/a Cox Communications Phoenix ("Cox"), have entered into an Agreement for Telecommunication Facilities and Service dated July 12, 1999 (the "Agreement").

2. The Agreement grants to Cox an easement entitling Cox to provide cable television, telephone, data transmission and/or other telecommunications service and programming to all residential units located on the property described on Exhibit A attached hereto and incorporated herein by this reference (the "Property") and to any clubhouse, the management/leasing office and all other common area facilities located on the Property. Concurrently herewith Owner and Cox have recorded in the Official Records of Maricopa County, Arizona a Grant of Easements to create and confirm the same of record. Such Grant of Easements will survive the expiration or earlier termination of the Agreement.

3. The Agreement also grants to Cox rights of access, ingress and egress to and from the Property for marketing of telecommunications services at the Property.

4. The term of the Agreement expires seven (7) years after the first date any residential building on the Property (a) receives a final certificate of occupancy (or equivalent governmental approval to occupy on a normal and regular basis) and (b) is actually occupied in at least one unit by a person or persons for normal residential purposes, but subject to extension as expressly provided in the Agreement.

5. The Agreement further provides that Cox shall own fee title to certain telecommunications facilities and equipment constructed or installed at the Property, and that the

same constitute the personal property of Cox and shall not be considered real property or fixtures or become a part of the Property despite attachment to the Property.


6. The Agreement shall run with the Property and shall be binding upon and inure to the benefit of (a) Owner and any person acquiring any right, title or interest in or to the Property or any portion thereof and (b) Cox and its permitted successors and assigns. A copy of relevant provisions of the Agreement will be provided to any properly interested person upon written request.

7. This Memorandum is created and recorded for the purpose of providing notice of the terms and provisions of the Agreement and does not vary or amend any terms and provisions of the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

8. Cox requests that it be mailed to its address set forth at the beginning of this Memorandum a copy of any notice of default and a copy of any notice of sale under each and every deed of trust or mortgage which is recorded against the Property prior in time to recordation of this Memorandum. (NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.) Cox further requests that it be mailed to such address notice of any pending receivership, bankruptcy or other proceeding affecting the Property.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum this _____ day of July, 1999.

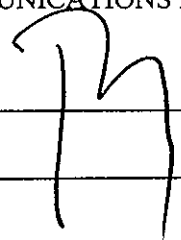
TOWNHOME VILLAGE at GRAYHAWK L.L.C.

By: 

Name: Leslie S. Litwin

Title: Manager of Member

COX COMMUNICATIONS PHOENIX, INC., d/b/a COX COMMUNICATIONS PHOENIX

By: 

Name: _____

Title: _____

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

On July 22, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Leslie S. Litwin, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose Name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Edette M. Smith
NOTARY PUBLIC

STATE OF ARIZONA)
)
COUNTY OF Maricopa)

On July 28, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Paul Gregg, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose Name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Rhona M. Vilardi
NOTARY PUBLIC

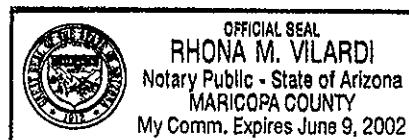


EXHIBIT "A"

PARCEL NO. 1:

That portion of Tract 1n as shown on STATE PLAT NO. 27 AMENDED, CORE NORTH according to Book 352 of Maps, page 28 and STATE PLAT NO. 39, CORE NORTH, according to Book 416 of Maps, page 13, records of Maricopa County, Arizona, and those portions of Tract 1L(a) as shown on STATE PLAT NO. 46, CORE NORTH, according to Book 460 of Maps, page 34, records of Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of said Tract 1n;

Thence North 75 degrees 01 minutes 05 seconds East, along the Southerly line of said Tract 1n, a distance of 36.30 feet to a point lying on the Easterly right of way line of 76th Street as shown on said STATE PLAT NO. 39, CORE NORTH, said point lying on a curve concave Easterly the radius of which bears South 89 degrees 24 minutes 28 seconds East a distance of 1575.00 feet, said point also being the TRUE POINT OF BEGINNING;

Thence Northerly, along said Easterly right of way line and the arc of said curve through a central angle of 13 degrees 25 minutes 31 seconds a distance of 369.05 feet to a point of tangency;

Thence North 14 degrees 01 minutes 03 seconds East, continuing along said Easterly right of way line, a distance of 633.59 feet to the beginning of a curve concave Northwesterly and having a radius of 3785.00 feet;

Thence Northeasterly, continuing along said Easterly right of way line and the arc of said curve through a central angle of 00 degrees 18 minutes 49 seconds a distance of 20.72 feet;

Thence South 77 degrees 39 minutes 24 seconds East, leaving said Easterly right of way line and said curve; a distance of 324.34 feet;

Thence North 73 degrees 58 minutes 57 seconds East 584.11 feet;

Thence North 27 degrees 45 minutes 50 seconds West a distance of 244.00 feet to the beginning of a curve concave Northeasterly and having a radius of 525.00 feet;

Thence Northwesterly, along the arc of said curve through a central angle of 16 degrees 11 minutes 04 seconds a distance of 148.30 feet to a point of tangency;

Thence North 11 degrees 26 minutes 53 seconds West a distance of 199.30 feet to a point lying on the Northerly line of said Tract 1L(a), said point lying on a curve concave Northwesterly the radius of which bears North 10 degrees 55 minutes 48 seconds West a distance of 2765.00 feet;

Thence Northeasterly, along said Northerly line and the arc of said curve through a central angle of 00 degrees 31 minutes 05 seconds a distance of 25.00 feet;

Thence South 11 degrees 26 minutes 53 seconds East, leaving said Northerly line and said curve, a distance of 199.13 feet to the beginning of a curve concave Northeasterly and having a radius of 500.00 feet;

Continued...

EXHIBIT "A" continued

Thence Southeasterly, along the arc of said curve through a central angle of 16 degrees 11 minutes 04 seconds a distance of 141.24 feet to a point of tangency;

Thence South 27 degrees 45 minutes 50 seconds East 579.62 feet;

Thence South 14 degrees 17 minutes 08 seconds East 374.05 feet;

Thence South 23 degrees 28 minutes 32 seconds East a distance of 168.22 feet to a point lying on the Southerly line of said Tract 1L(a);

Thence North 69 degrees 27 minutes 17 seconds West, along said Southerly line, a distance of 90.95 feet;

Thence South 75 degrees 01 minutes 05 seconds West, continuing along said Southerly line and the Southerly line of said Tract 1n, a distance of 1244.41 feet to the TRUE POINT OF BEGINNING.

EXCEPT all oil, gas, other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils, fertilizers of every name and description and except all uranium, thorium or any other mineral which is or may be determined to be peculiarly essential to the production of fissionable materials whether or not of commercial value, as set forth in Section 37-231, ARS.

PARCEL NO. 2:

An easement for ingress and egress for pedestrian traffic, over, through and across sidewalks, paths, walks and lanes upon the Common Area, as set forth in Document No. 950317218, records of Maricopa County, Arizona.

PARCEL NO. 3:

An easement for ingress and egress for pedestrian and vehicular traffic over, through and across such driveways and parking areas as from time to time may be paved and intended for such purposes, as set forth in Document No. 950317218, records of Maricopa County, Arizona.

PARCEL NO. 4:

An easement for sewer and utilities created pursuant to that certain Easement Agreement and Covenants Running with the Land dated March 10, 1999 and recorded at Document No. 990240951.

PARCEL NO. 5:

An easement for drainage, landscaping and pedestrian access created pursuant to that certain Easement Agreement and Covenants Running with the Land dated March 10, 1999 and recorded at Document No. 990240952.