

18325

CABLE TELEVISION AGREEMENT

THIS AGREEMENT, made as of the 14th day of December, 1983,
by and between CABLE COMMUNICATIONS CORPORATION ("CCC") and SUGARLAND RUN
TOWNHOUSE OWNERS ASSOCIATION ("Association"), a corporation duly organized
under the laws of Virginia.

W I T N E S S E T H:

WHEREAS, the Association is the owner of the common areas in the
Sugarland Run Townhouse community located on real property in Loudoun County,
Virginia, as more particularly described in the land records of Loudoun County,
Virginia; and

WHEREAS, the Association desires to grant a license to CCC to provide
cable television service pursuant to the Franchise to the owners or the
occupants of the townhouses in the community by providing access to the common
areas.

NOW THEREFORE, in consideration of the premises and the mutual promises
hereinafter set forth and other good and valuable consideration, the receipt
and sufficiency of which are hereby acknowledged, the parties hereto agree as
follows:

1. CCC shall have the right of access to the common areas as defined
herein in order to provide cable television service to the community for the
term of this Agreement. The use of and access to the common areas for such
purpose will automatically apply to any and all future additions to the property.
This license shall be non-exclusive.

2. The Association hereby grants to CCC the privilege and license over,
under, through, and across such portions of the common area as may reasonably
be necessary for access to and the location, installation, operation, main-
tenance, replacement, and removal of the System. It is understood that this
license extends only to common areas and that CCC must obtain permission from
individual homeowners to install the system on private property and that all
property is controlled by a declaration and a Declaration of Covenants, Condi-
tions and Restrictions which bind all owners. CCC shall use only buried
cable for all installations on the Association's common areas. The privilege
shall exist on the areas shown on the attached plat which are made a part
of this Agreement. The location of all above ground facilities shall be in

the rear of all residences and on common property, shall be a minimum of twenty-four (24) inches from any walls or fences and shall be such as to always lie in line with a common boundary between adjoining homes. The placement of above ground facilities is to be in such a manner as not to interfere with ingress and egress to the private properties. All above ground facilities must be approved in advance as to style, size and location by the Association and shall be maintained in good order and condition.

3. CCC, at its expense, shall install the System to serve the community, performing any necessary site preparation work.

4. CCC shall provide cable television service to residents of the community who execute subscriber agreements in form and substance in accordance with the Franchise Agreement granted by Loudoun County. CCC agrees that all service lines will enter the buildings as inconspicuously as possible and that any exposed cable shall be of a color that matches the background.

5. CCC shall maintain the System and shall be solely responsible for the security of the equipment used by it with respect to the operation of the System.

6. CCC shall indemnify and hold harmless the Association from and against any and all liabilities, suits, judgments, costs and expenses, including attorney's fees, arising from any injury to, or death of, any person or persons or damage to the property which results directly or indirectly from the installation or operation of the System, or any act, omission, or negligence of CCC, its agents, contractors, employees, or licensees, etc. CCC shall maintain in full force and effect a comprehensive policy of liability insurance providing Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate for personal injury, and Two Hundred Fifty Thousand Dollars (\$250,000.00) per occurrence and Five Hundred Thousand Dollars aggregate for property damage. In the event the amount of insurance required by the Franchise granted by Loudoun County is increased, the amount of insurance required herein shall also be increased to a like amount. Evidence of such insurance, including renewals and modifications, shall be provided to the Association.

7. CCC shall operate the System in accordance with the federal, state, and local laws, if any, which may be applicable thereto, and shall procure any and all certificates, permits, and/or approvals from any governmental authority required to install, operate, and maintain the System. CCC shall operate the System in accordance with the Franchise Agreement granted by Loudoun County.

8. CCC shall be solely responsible for the collection of installation, subscription, and any other fees or charges from subscribers who reside in the community, and the Association shall not be liable or responsible for any nonpayment or delinquent payment by subscribers. All such fees and charges shall be the property of CCC.

9. The Association shall cooperate with CCC in obtaining such permits, consents or other prerequisites, if any, necessary or desirable in the sole judgment of CCC for it to install, operate and maintain the System in accordance with the terms of this Agreement, but the Association shall be under no obligation to procure the same.

10. The System, and every part thereof, whether or not located or constructed above or below ground, or attached to or incorporated within the community or any part thereof in any manner whatsoever, shall be the sole and exclusive property of CCC, and neither the Association nor any other person or entity other than CCC and its successors and assigns shall have the ownership interest in or right to remove, disturb or interfere with or use in any manner at any time any part of the System subject to the provisions of Paragraph 12.

11. CCC will be responsible for immediate restoration or repair to original condition all lawns, sidewalks, streets, shrubs, trees, fences, any and all other existing facilities, and common areas that are disturbed, damaged, or destroyed in the installation, removal, maintenance, or modification of the System. Upon completion of installation of each phase, CCC and a duly authorized representative of the Association shall conduct an inspection in order to discover and correct any such damage as described herein so that it may be corrected in accordance with the terms of this Agreement. If because of weather or other reasons it is not feasible to restore or repair, immediately, CCC and a duly authorized representative of the Association shall, at the time of the inspection, determine a date by which the restoration or repair shall be completed. CCC shall promptly resolve all claims presented by the Association, its representatives and individual homeowners.

12. Within two years after termination or expiration of this Agreement for any reason, CCC shall, upon timely request by the Association, remove all portions of the System located above ground; or, at its election, may in any event remove all portions of the System during such two-year period. Following removal of all or part of the System, CCC shall immediately restore to the original condition any portions affected by such removal at its sole cost and expense. Upon completion of the removal, CCC and a duly authorized representative of the Association shall conduct an inspection in order to discover and correct any damage as defined in this Agreement so that it may be corrected in accordance with the terms of this Agreement. CCC shall promptly resolve all claims presented by the Association, its representative, and individual homeowners. In the event all or a portion of the System has not been removed within the two-year period, the Association shall have the option of compelling removal of the System or declaring such portion or portions of the System which have not been removed the sole and exclusive property of the Association.

13. This Agreement shall have an initial term expiring May 16, 1998, and shall continue for such period of time thereafter as CCC shall hold the Franchise as the same may be renewed or extended. If CCC violates this Agreement or fails to perform any of its obligations thereunder for a period of thirty (30) days after notice is received from the Association, the Association shall have the option to terminate this Agreement with the parties being relieved of any further obligation hereunder subject to the provisions of Paragraph 12. In addition, either party shall have the right to pursue additional remedies, whether legal or equitable, in the Circuit Court of Loudoun County.

14. This license cannot be assigned or transferred by CCC except to an entity which has been granted the subject Franchise by Loudoun County, Virginia. All assignees, transferees or other successors in interest shall be bound by the terms of this Agreement.

15. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

- a. Cable Communications Corporation
Post Office Box 29
Sterling, Virginia 22170
- b. Sugarland Run Townhouse Owners Association
200 Greenfield Court
Sterling, Virginia 22170

16. This Agreement and the exhibits attached hereto constitute the complete understanding of the parties hereto with respect to the subject matter hereof.

17. This Agreement shall be governed by the laws of the State of Virginia.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives as of the day and year first above written.

CABLE COMMUNICATIONS CORPORATION

By: Kenneth W. Chamberlain

SUGARLAND RUN TOWNHOUSE OWNERS ASSOCIATION

By: Terence J. Andrew

STATE OF VIRGINIA
COUNTY OF LOUDOUN, to-wit:

The foregoing instrument was acknowledged before me this 5th day of January, 1984, by Kenneth W. Chamberlain of Cable Communications Corporation, a Virginia Corporation, on behalf of the corporation.

Donald W. Patterson
Notary Public

My commission expires: June 15, 1987.

STATE OF VIRGINIA
COUNTY OF Virginia, to-wit:

The foregoing instrument was acknowledged before me this 23 day of December, 1983, by Terence J. Andrew of the Sugarland Run Townhouse Owners Association, Inc. on behalf of the Association.

William H. Hartman
Notary Public

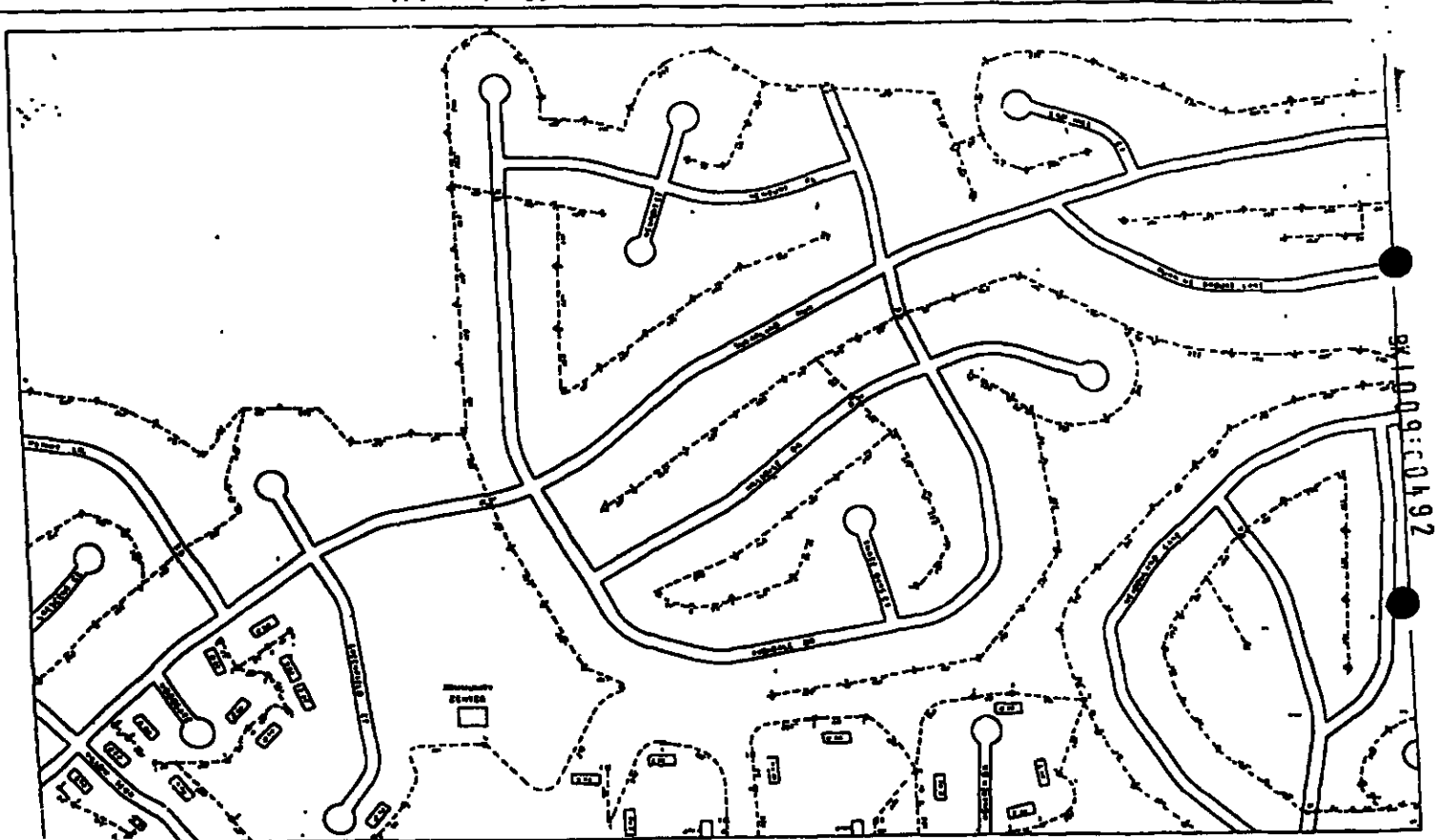
My Commission Expires April 13, 1984

My commission expires: _____.

RECORDED INSTRUMENT ATTACHED

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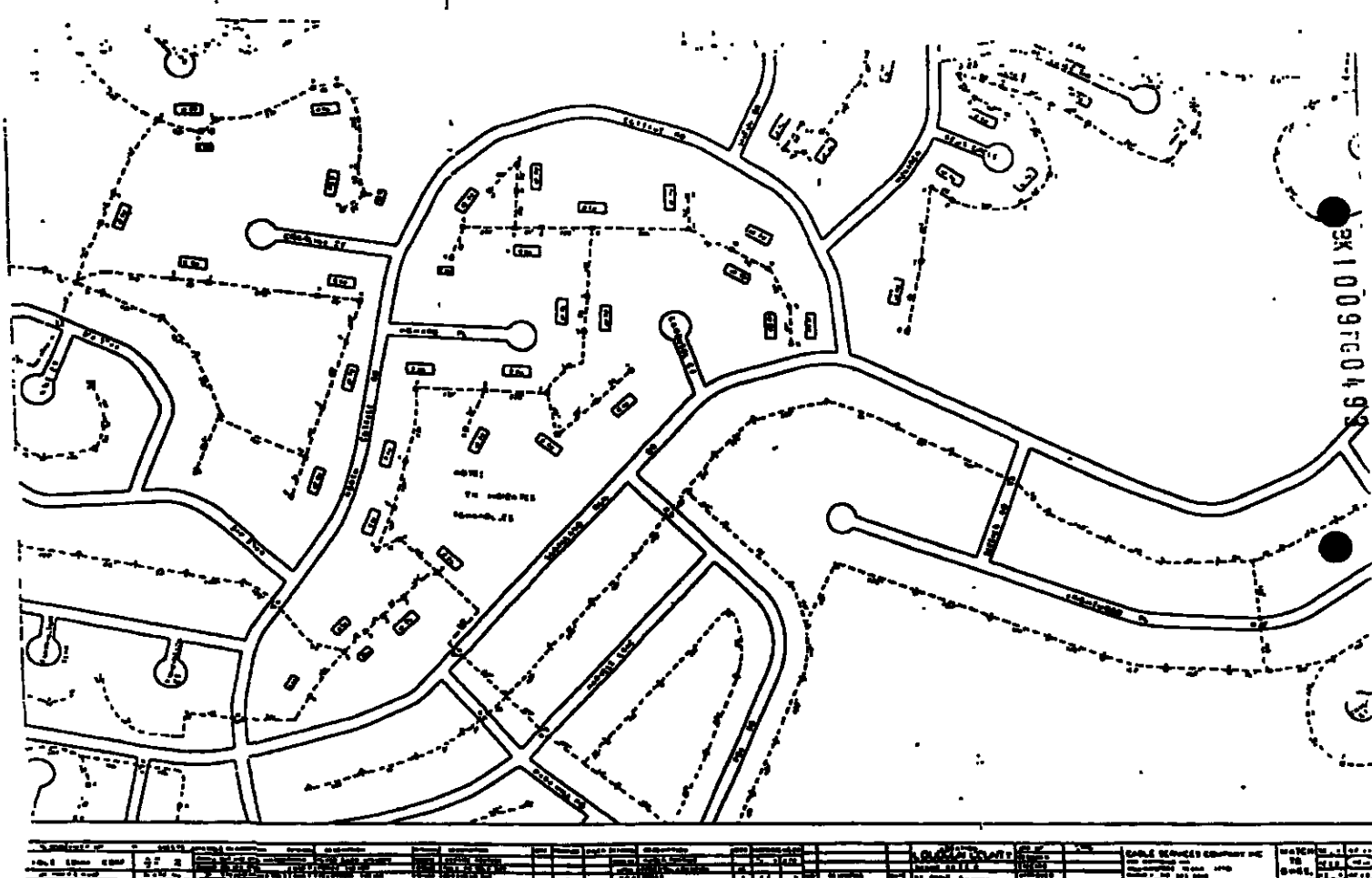


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NO.	DATE	DESCRIPTION	AMOUNT	CHECK NO.	DEBIT	CREDIT	BALANCE	REMARKS
1	1/1/78	INITIAL DEPOSIT	100.00			100.00		
2	1/15/78	PAYROLL	50.00		50.00	50.00		
3	1/30/78	RENT	25.00		25.00	25.00		
4	2/15/78	UTILITIES	10.00		10.00	15.00		
5	2/28/78	SALES	75.00			90.00		
6	3/15/78	EXPENSES	30.00		30.00	60.00		
7	3/31/78	INCOME	40.00			100.00		
8	4/15/78	PAYROLL	50.00		50.00	50.00		
9	4/30/78	RENT	25.00		25.00	25.00		
10	5/15/78	UTILITIES	10.00		10.00	15.00		
11	5/31/78	SALES	75.00			90.00		
12	6/15/78	EXPENSES	30.00		30.00	60.00		
13	6/30/78	INCOME	40.00			100.00		
14	7/15/78	PAYROLL	50.00		50.00	50.00		
15	7/31/78	RENT	25.00		25.00	25.00		
16	8/15/78	UTILITIES	10.00		10.00	15.00		
17	8/31/78	SALES	75.00			90.00		
18	9/15/78	EXPENSES	30.00		30.00	60.00		
19	9/30/78	INCOME	40.00			100.00		
20	10/15/78	PAYROLL	50.00		50.00	50.00		
21	10/31/78	RENT	25.00		25.00	25.00		
22	11/15/78	UTILITIES	10.00		10.00	15.00		
23	11/30/78	SALES	75.00			90.00		
24	12/15/78	EXPENSES	30.00		30.00	60.00		
25	12/31/78	INCOME	40.00			100.00		

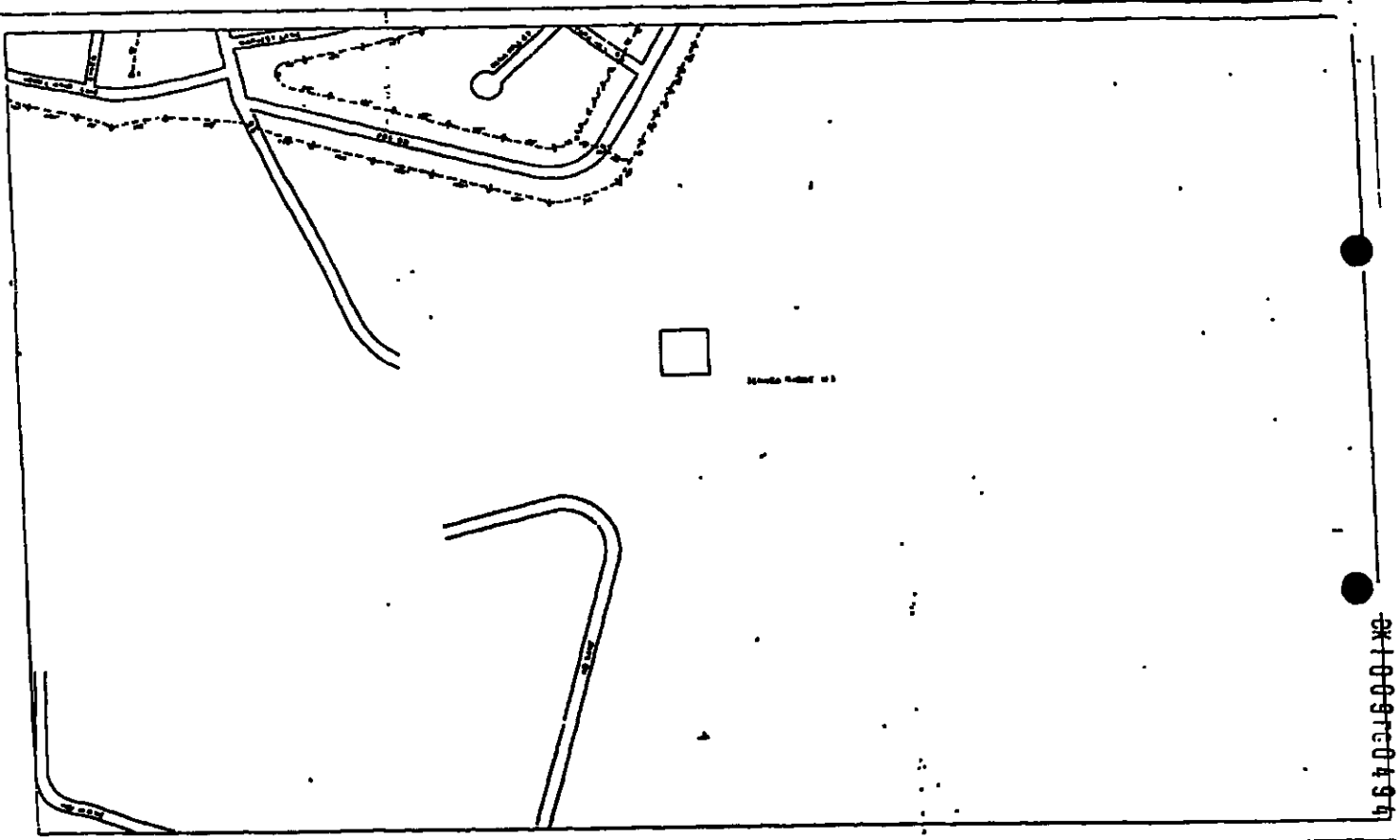
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Jane R. Long
DEPUTY CLERK



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James M. Long
DEPUTY CLERK

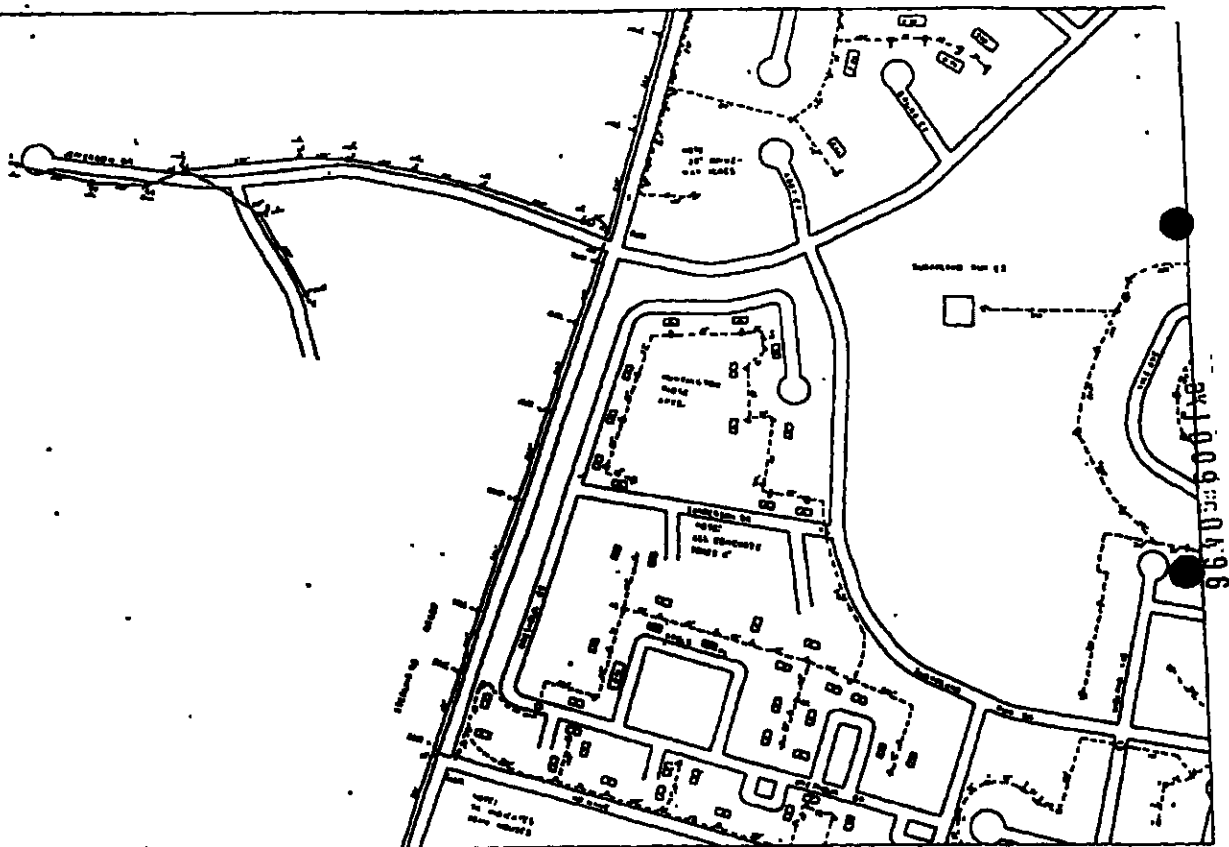


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James M. Long
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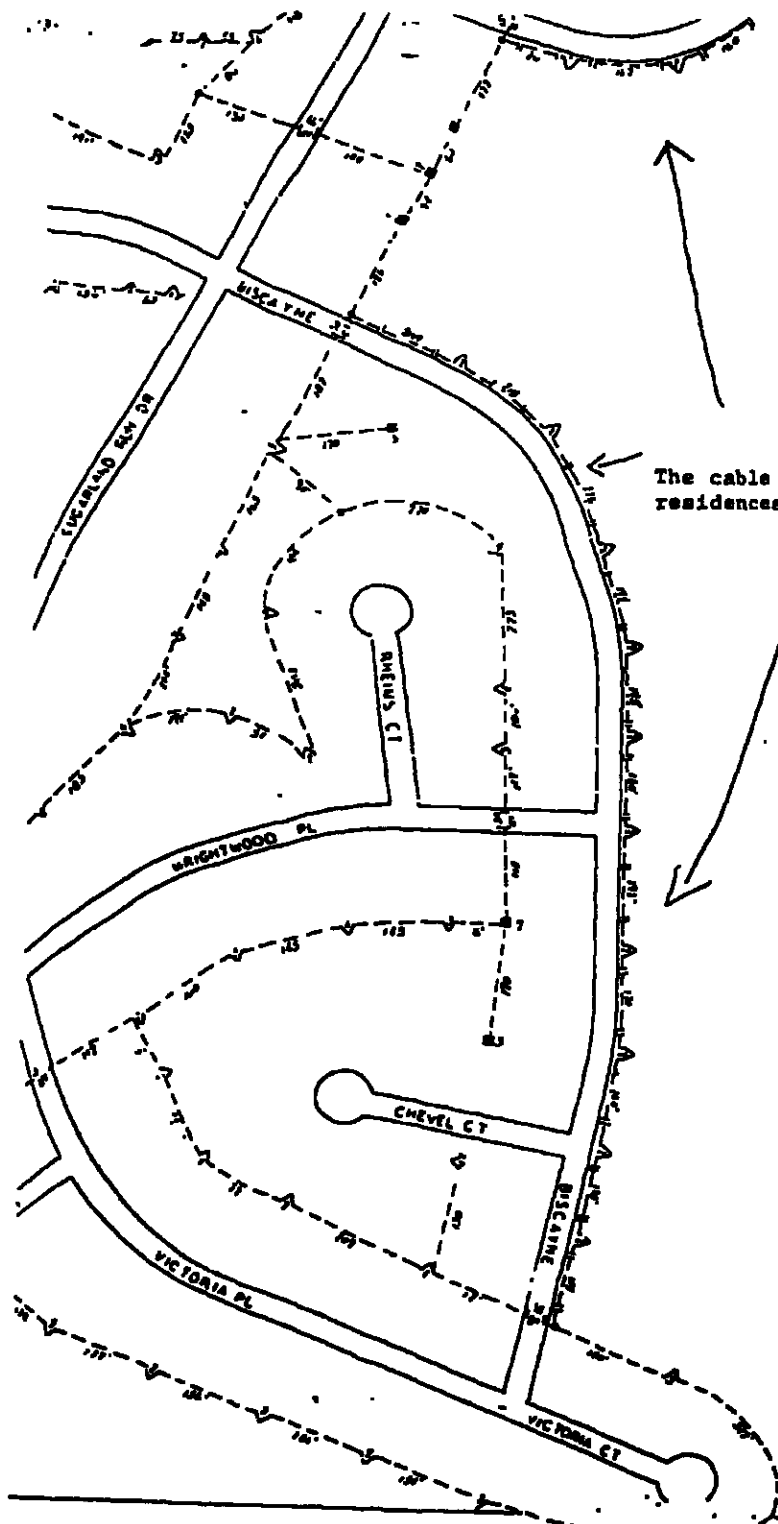


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Jay M. Long
DEPUTY CLERK

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The cable must be in the rear of the residences on common property.