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DEPUTY - WI 23 P.

LAKE COUNTY, UTAH

### **BULK RATE AGREEMENT**

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

Owners Name: Lexington Village Management Association

Property Name: Lexington Village Condominiums

Property Address: 4138 South 620 East

City, State, Zip: Salt Lake City, Utah 84107

Telephone: 268-4430

Billing Address: 4138 South 620 East

City, State, Zip: Salt Lake City, Utah 84107

Contact Person: Wayne Stoker

Telephone: 268-9765

This agreement is entered into this 24 of February, 1997 by and between TCI CABLEVISION OF UTAH, INC. ("COMPANY"), and Lexington Village Management Association ("OWNER"), is made in consideration of the following mutual covenants and agreements.

In consideration of the mutual covenants, benefits and promises set out herein, the parties mutually agree as follows:

- 1. COMPANY agrees to provide the same basic cable television signals, to those building(s) located at 4138 South 620 East in the city of Salt Lake City, and county of Salt Lake, in the state of Utah, consisting of 77 units (the "PROPERTY"), which it is generally providing other subscribers within its franchise area, and subject to any limitations in the COMPANY'S agreements with applicable programmers or program suppliers, the same pay television signals it provides other subscribers within its franchise area. COMPANY may from time to time and at any time modify or change such programming.
- 2. The term of this agreement shall be for a period of 5 years (five-years). It shall automatically renew for a like period unless either party gives written notice of intention to cancel to the other not less than 6-months prior to the expiration date of this Agreement. Such notice shall be sent by certified mail to the address shown above or such other address as may be designated in writing by the respective parties. Should OWNER initiate such cancellation, it is agreed that the COMPANY shall thereafter retain the right to provide its services to the residents of the building(s) on an individually billed basis as specified in the Right of Entry Agreement.

- 4. OWNER agrees to hold COMPANY harmless from any damages caused by OWNER or its agents, to COMPANY'S SYSTEM or equipment, including but not limited to converters, and agrees to compensate COMPANY for time and materials in making repairs or replacement of such SYSTEM or equipment unless such damage was caused by the negligent installation or maintenance of such SYSTEM or equipment by COMPANY.
- 5. Each residence will be provided one initial installation at the time of actual activation of service to building, at no charge. Any additional installations or other services, shall be charged to the resident at the COMPANY'S normal rates.
- 6. OWNER agrees to purchase COMPANY'S basic plus expanded basic cable television service(s), for the residents of the above mentioned PROPERTY. This service will continue to include approximately the same number of channels of like value as provided in the franchise area. (Refer to addendum A). Upon the activation of cable television service to the building(s), the OWNER shall be responsible for and shall pay a monthly service charge of \$13.00 per unit for a total sum of \$1001.00 per month. This rate will not increase during the first 12 months and is guaranteed not to increase more than 6% or, in the case where the COMPANY adds additional channels to the channel line-up in the Franchise area, the same percentage increase taken to residential customers in the franchise area which ever is greater, during any twelve (12) month period during the term of this agreement. Any additional units will be added at the per unit fee in effect at that time. Applicable taxes and fees shall be added to such charge. (COMPANY will start bulk advanced billing and service May 1, 1997).
- 7. OWNER agrees to make scheduled payments to the COMPANY in accordance with the service charge applicable at the time of billing. Such scheduled payments must be received by the COMPANY within a minimum of 15 days of the actual date of invoice. Payments received later than 15 days from the date of invoice shall be assessed a late charge of 1% of the actual billing. COMPANY agrees to provide minimum 30 day notice to the OWNER of any change in rates.
- 8. OWNER agrees that Facility 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, vaults, cables and converters.
- 9. It is understood and agreed that no agency, employment, joint venture or partnership is created hereby or between the parties hereto; the COMPANY is not an affiliate of OWNER; and that neither party, nor its agents or employees shall be deemed to be an agent of the other; nor shall either party have the right, power or authority to act for the other in any manner to create obligations or debts which would be binding upon the other party.

- 10. The benefits and obligations of the Agreement shall be considered a covenant running with the land, and shall inure to and be binding upon the successors, assigns, heirs, and personal representatives of OWNER and COMPANY.
- 11. If legal action is necessary to enforce any term of this agreement, the prevailing party in such action shall be entitled to recover its costs and expenses at such action, including reasonable attorney's fees as determined pursuant to such action.

The above prices, specifications and conditions are satisfactory and are hereby accepted.

OWNER OR AUTHORIZED SIGNATURE	TCI CABLEVISION OF
	UTAH, INC.
WAUGE G. BENNETT Print Name	Ronald & Bills
Time rame	/
	3-3-97
Chairman	Date
Wallace of Bennett	. ·
Wallace G. Bennett	Initialed by
	16-2-17
	Dick Friedman
	District Manager,
2/24/97	3-3-97
Date	Date



### PRODUCTS AND SERVICE PRICE LIST SALT LAKE CITY

### **MONTHLY CHARGES**

ATTIC CTUIL CENTURE	
BASIC CABLE SERVICE	9.51
EXPANDED BASIC CABLE SERVICE	13.40
STANDARD CONVERTER RENTAL	2.27
ADDRESSABLE CONVERTER	3.21
PROGRAM GUIDE	1.50
REMOTE CONTROL	.16
•	
PAY PER VIEW MOVIE (agch)5	1.99
DIGITAL MUSIC EXPRESS WITH TUNER AND DI REMOTE	9.95
Section of the court with the partition of the court of t	7.73
PREMIUM SERVICE PRICES	
STARZ\$	6.75
CINEMAX	13.15
HBO	17 15
SHOWTIME	13.15
THE MOVIE CHANNEL	13.15
	13.13
TO CHOICE THE ATREC	
TCI CHOICE THEATRES	
STARZ + ENCORE PLEX CHANNELS + GLIDE	7.99
1 PREMIUM SERVICE, STARZ + ENCORE PLEX CHANNELS + GUIDE\$	16,99
TWO PREWIUM SERVICES, STARZ + ENCORE PLEX CHANNELS + GUIDE \$	22.99
	26.99
•	
INSTALLATION & REPAIR	
Unwired Home Installation	37.32
Restort/Reconnect Home Installation	33.54
	17.71
Upgrade Or Downgrade Oprional Services (Office) 5	2.00
	7.79
Connecting VCR Requiring Separate Install	7.70
Purchase A/B Switch	
Install A/B Switch Requiring Separate install	5.00
Administrative for the feet feet	7.79
Administrative Fee (late fee)	5.00
* Houriy Service Charge (Labor) For Other Installations/Services .\$ 1	7.71

All Prices Subject To Applicable Taxes And Franchise Fees. All Prices Are Subject To Change.

These Prices Are Formulated By Using The Hourly Service Charge (HSC) As Prescribed By The Federal Communication Commission Formulas Multiplied By The Average Time For Each Installation Activity Based Upon Historical Data. Prices Are Based On An Hourly Rate And May Be Different If Time Exceeds The Average.



### Salt Lake City Channel Guide 485-0500

1350 Miller Avenue • Salt Lake City, Utah 84106

2 KUIV	22 Efetime
3 KJZZ	23 AMC
4 KIVX	24 USA == 3.7, 58
5 KSL	25 The Disney Channel
6 HBO (SAP) 7/18	26 Fox Sports
7 KUED	27 Nickelodeou 523
8 Fox News Channel	28 MIV
9 KULC	29 AME 1982 BY TO 1982
10: INN	30 - QVC BEALT TO SHE
II KBYU	31 ESPN
12 KOOG	32 The Family Channel
13 KSTU	33 CNN
14 Encore	H INT
15 TBS	35CVBC
16 STARZE:	36 Beadline News
*17 / Animal Planet	37 Pay Per View
18 Discovery	37. Weather Channel
19 fX	"38 Pay Per View
20 Showtime 💦	**38 C-Span
21 The Movie Channel	"A.5 Encore Piez Saras

- Stereo

Basic

Expanded

Premium

\*Located on channel 37, 61, or 99 depending on equipment.
\*\*Located on channel 38, 60, or 98 depending on equipment.
\*\*\*Located on channel 39, 57, or 95 depending on equipment.
Premium Channels are available for an additional change.
Packages and rates are subject to change.

### Office Hours

Monday - Friday 8:00 a.m. - 7:00 p.m. Saturday 9:00 a.m. - 5:00 p.m. 24 Hour Customer Service 485-0500

Mailing/Office Address 1350 Miller Avenue Salt Lake City, Utah 84106

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#### RIGHT OF ENTRY AGREEMENT

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

PROPERTY OWNER PROPERTY

Name: Lexington Village Management Association Complex Name: Lexington Village Condominiums

Address: 4138 South 620 East Address: 4138 South 620 East

City, State, Zip: Salt Lake City, Utah 84107 City/State/Zip: Salt Lake City, Utah 84107

Contact Person: Wayne Stoker Contact Person: Wayne Stoker

Telephone: 268-4430 Telephone: 268-9765

Owner or Authorized Agent:

This Agreement entered into this 24 of February, 1997, by and between TCI CABLEVISION OF UTAH, INC. ("COMPANY"), and Lexington Village Management Association ("OWNER") located at 4138 South 620 East, Salt Lake City, Utah 84107.

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 77 units located at 4138 South 620 East 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 lease \$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.
- (X) 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 five (5) years, from the date first written above, renewable for additional terms of one (1) year, 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.

- 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	TCI CABLEVISION	OF UTAH, INC.	
WALLACE G BENNETT	tonal tils		
Print Name	Ronald S Bills		•
Title Wolfee H Bennett	3-3-91		
Title	Date		,
Wolfee H Bennett			
Wallace G. Bennett	Initialed by		
	Commercial Accounts Manager		
	11-00		
	663-3.97	_	
	Dick Friedman		
	District Manager,		
2/24/91	3-397	. **	
Date	Date	.*_ **	-
STATE OF Utak	ER / AUTHORIZED AGENT SIGN		
COUNTY OF Salt-Lake	)	)SS	
ON THIS 29th DAY OF February of personally appet to be the individual described in and who execute e/she signed the same as he/she free and volunta	ted the within and foregoing instrum	to me nent, and acknowledge	known ed that
IN WITNESS WHEREOF, I have hereunto set m  FUBLIC  STO South Main, Suite 308  Notary Public	she Klimilion	year firs above writte	en.
My Committee 84101	on Expires: <u>370-97</u>		, .

## NOTARIZATION OF OWNER / AUTHORIZED AGENT SIGNATURE

STATE OF Was	
COUNTY OF July lake) ) SS	
On this	· · · · · · · · · · · · · · · · · · ·
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.	
NOTARY PUBLIC MITCHELL J. BOYER  9300 So. Redwood Rd. #2-H West Jordan, UT 84088 COMMISSION EXPIRES SEPT. 28, 1980 STA OF THE.	-
STATE OF Uth	
COUNTY OF Just lake), ) SS	
On this day of	
WITNESS my hand and official seal.	
Notary Public	-
My Commission Expires:	<b>8</b> 8

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RXAU			BOOK 5944	PAGE	133
REC	DATE/TIME 07/22/1987 04:4	17 INSTR DATE 04/04/1987	CONSIDERATI	ON 4,90	00,000
18T	PINES DEV CO	MGO			•
2ND	ZIONS FIRST NATL BK	MGE DOC	UMENT FINISH	ED? Y	
D 7 75	006 403 607				
	006 10ACRE PLAT A		*	PLAT	00000
BEG.	AT A PT S 0-03'15" E 2208	3.617 FT ALG THE MONUMENT	ľ L	5-6	00005
TINE	& N 89¬55'15" E 33.00 F3	r from a monument marking	G THE		00010
CENT	ERLINE INTERSECTION OF 39	900 SOUTH ST & 500 EAST :	ST,		00015
	r being w 1519.335 ft & s				00020
COR	OF LOT 10 BLOCK 6 TEN ACE	RE PLAT A, N 89755'15" E			00025
159.	11 FT; S 77-51'45" E 110.	35 FT; S 3-00' E 17.91			00030
FT;	N 87-00' E 152.00 FT; N 3	3-00' W 42.00 FT; N 87-0	י י י י י י י י		00035
	.00 FT; S 60-00' W 150.81		=		00040
119.	<b>1</b> 1 FT; N 1-18'00" W 257.4	9 FT; N 85¬33'00" W			00045
409.	24 FT; N 0-03'15" W 112.8	7 FT TO THE PT OF BEG			00050
R/W	EASEMENT ACROSS A PORTI	ON OF THE FOLLOWING PROP	PERTY: L	5-6	00055
THE (	ENTER LINE OF SD R/W & E	ASEMENT SHALL EXTEND	_ L	14	00060
THRO	JGH & ACROSS THE ABOVE DE	SCRIBED LAND &	₹	<u>-</u>	00065
	ISES AS FOLĪOWS:	•		-	00003

PF: 1=RXEN 3=RXPS 4=PREV 5=RETURN 6=NEXT 7=RXPT 8=RXAB 9=MENU 10=RXKP 12=PREV

BEG AT A PT S 0-14'13" W 88 FT FROM THE NE COR OF SD

LOT 14; N 87-30'17" W 876.30 FT; N 0-44'47" W 71.80

FT; N 73-06'17" W 106 FT

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00080

00085

-00075

EXTRA INFORMATION FOR ABSTRACTING:		
OF 500 EAST ST, E 5.0 FT; S 62-32'59" E 47.09 FT;	٠.	00514
S 84-29'16" E 382.3 FT; N 64-11'53" E 114.64 FT; N 74-18'56"		00520
E 95.34 FT		00525
SOUTH SEWER LINE BEG AT A PT S 0-03 15" E 2283+- FT ALG	1.	00530
THE MONUMENT LINE OF 500 EAST, S 89-52'51" E 33.00 FT		- 00535
S 58.4 FT & E 427.33 FT FROM A MONUMENT MARKING THE		-00540
CENTERLINE INTERSECTION OF 3900 SOUTH ST & 500 EAST		00545
STREET, SD PT BEING SEWER MANHOLE #4 ON THE FOX POINT	2.0	00550
UTILITY PLAN, S 23-42'58" E 82.5 FT; N 71-43'51" E		00555
121.15 FT & OTHER PROPERTY		00560
WAYLAND STATION OLD FARM PH 1 CONDO	* SUB	00565
R/W EASEMENT DESCRIBED AS FOLLOWS: BURIED CABLE EASEMENT	B ALL	00570
BEING 2 1/2 FT ON EITHER SIDE OF THE TELEPHONE FACILITIES	U ALL	00571
OF THE FOLLOWING DESCRIBED PROPERTY:		00572
BEG AT A PT ON THE S LINE OF 3900 SOUTH ST, SD PT BEING		00573
N 89-58'25" W 401.96 FT FROM THE NE COR OF LOT 10 BLOCK	-	00574
6 TEN ACRE PLAT A, S 0-09'36" W 272.66 FT; S 89-58'49"		00575
E 37.61 FT; S 0-10'05" W 454.41 FT; N 89-59'41" W 114.98		00576
FT; S 0-08'42" W 419.35 FT TO THE N LINE OF LOT 12 OF SD		00577
BLOCK 6; N 89-59'40" E ALG SD N LINE 415.73 FT TO THE	····	- 00578
W LINE OF 700 EAST ST; S 0-14'13" W ALG SD W LINE 1430.73		00579

EXTRA INFORMATION FOR ABSTRACTING: FT; W 1032.62 FT; N 1-18' W 186.68 FT TO THE SE COR OF 00580 LOT 9 HILL ACRES SUB; W 135.39 FT TO THE SW COR OF SD 00581 LOT; N 81.21 FT TO THE NW COR OF SD LOT & THE N LINE -- 00582 OF SD SUB; N 85-33' W 275.15 FT TO THE E LINE OF 500 EAST 00583 ST; N 0-03'15" W ALG SD E LINE 1141.32 FT TO THE NW COR 00584 OF LOT 7 BLOCK 6 TEN ACRE PLAT A, N 89-59'30" E ALG THE N 00585 LINE OF SD LOT 7 628.89 FT TO THE SW COR OF LOT 11 00586 DAVIS SUB, N 0-01'07" E ALG A W LINE OF SD LOT 313.21 00587 FT TO THE NE COR OF LOT 10 OF SD DAVIS SUB, N 89-58.53" - 00588 W ALG THE N LINE OF SD LOT, 100.00 FT TO THE NW COR 00589 OF SD LOT; N 0-01'07" E 100.00 FT TO THE SW COR OF 00590 LOT 1 OF SD DAVIS SUB; S 89-58'53" EALG THE S LINE OF SD 00591 LOT 1, 125.00 FT TO THE SE COR OF SD LOT; N 0-01'07" E 00592 160.111 FT TO THE S LINE OF LOT 9, BLOCK 6 TEN ACRE 00593 PLAT A, S 89-58'28" E ALG SD LINE 104.63 FT TO THE SE 00594 COR OF SD LOT 9; N 0-05'27" E ALG THE E LINE OF SD LOT 00595 300.67 FT; N S 89-58'49" E 287.98 FT; N 0-08'46" E 00596 272.67 FT TO THE S LINE OF 3900 SOUTH ST; S 89758'25" 00597 E ALG SD S LINE 70.52 FT TO THE PT OF BEG --00598 ALSO POSTED IN LEXINGTON VLGE OLD FARM CONDO, HILL ACRES 00599 DAVIS SUB & WAYLAND STATION OLD FARM PH 2 & 3 CONDO 00600

EXTRA INFORMATION FOR ABSTRACTING:	• •	
W ALG THE N LINE OF SD LOT, 100.00 FT TO THE NW COR		00634
OF SD LOT; N 0-01'07" E 100.00 FT TO THE SW COR OF	÷	00635
LOT 1 OF SD DAVIS SUB; S 89-58'53" EALG THE S LINE OF SD		00636
LOT 1, 125.00 FT TO THE SE COR OF SD LOT; N 0-01'07" E		00637
160.111 FT TO THE S LINE OF LOT 9, BLOCK 6 TEN ACRE		00638
PLAT A, S 89-58'28" E ALG SD LINE 104.63 FT TO THE SE		00639
COR OF SD LOT 9; N 0-05'27" E ALG THE E LINE OF SD LOT	-	00640
300.67 FT; N S 89¬58'49" E 287.98 FT; N 0¬08'46" E		00641
272.67 FT TO THE S LINE OF 3900 SOUTH ST; S 89-58'25"	• =	- 00642
E ALG SD S LINE 70.52 FT TO THE PT OF BEG	•	00643
ALSO POSTED IN LEXINGTON VLGE OLD FARM CONDO, HILL ACRES	_	00644
DAVIS SUB & WAYLAND STATION OLD FARM PH 1 & 3 CONDO		00645
BLOCK 6 10 ACRE PLAT A & OTHER PROPERTY		00650
WAYLAND STATION OLD FARM PH 3 CONDO	* SUB	
R/W EASEMENT DESCRIBED AS FOLLOWS: BURIED CABLE EASEMENT	B ALL	00660
BEING 2 1/2 FT ON EITHER SIDE OF THE TELEPHONE FACILITIES	U ALL	00661
OF THE FOLLOWING DESCRIBED PROPERTY:		00662
BEG AT A PT ON THE S LINE OF 3900 SOUTH ST, SD PT BEING		00663
N 89758'25" W 401.96 FT FROM THE NE COR OF LOT 10 BLOCK		00664
6 TEN ACRE PLAT A, S 0-09'36" W 272.66 FT; S 89-58'49"	-	00665
E 37.61 FT; S 0-10'05" W 454.41 FT; N 89-59'41" W 114.98		00666
		55000

### EXTRA INFORMATION FOR ABSTRACTING:

BLOCK 6; N 89-59'40" E ALG SD N LINE 415.73 FT TO THE W LINE OF 700 EAST ST; S 0-14'13" W ALG SD W LINE 1430.73 FT; W 1032.62 FT; N 1-18' W 186.68 FT TO THE SE COR OF LOT 9 HILL ACRES SUB; W 135.39 FT TO THE SW COR OF SD LOT; N 81.21 FT TO THE NW COR OF SD LOT & THE N LINE OF SD SUB; N 85-33' W 275.15 FT TO THE E LINE OF 500 EAST ST; N 0-03'15" W ALG SD E LINE 1141.32 FT TO THE NW COR OF LOT 7 BLOCK 6 TEN ACRE PLAT A, N 89-59'30" E ALG THE N LINE OF SD LOT 7 628.89 FT TO THE SW COR OF LOT 11 DAVIS SUB, N 0-01'07" E ALG A W LINE OF SD LOT 313.21 FT TO THE NE COR OF LOT 10 OF SD DAVIS SUB, N 89-58'53" W ALG THE N LINE OF SD LOT, 100.00 FT TO THE NW COR OF SD LOT; N 0-01'07" E 100.00 FT TO THE SW COR OF LOT 1 OF SD DAVIS SUB; S 89-58'53" EALG THE S LINE OF SD LOT 1, 125.00 FT TO THE SE COR OF SD LOT; N 0-01'07" E 160.111 FT TO THE S LINE OF LOT 9, BLOCK 6 TEN ACRE PLAT A, S 89-58'28" E ALG SD LINE 104.63 FT TO THE SE COR OF SD LOT 9; N 0-05'27" E ALG THE E LINE OF SD LOT 300.67 FT; N S 89-58'49" E 287.98 FT; N 0-08'46" E 272.67 FT TO THE S LINE OF 3900 SOUTH ST; S 89-58'25" E ALG SD S LINE 70.52 FT TO THE PT OF BEG

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- 00776

EXTRA INFORMATION FOR ABSTRACTING:		
ALSO POSTED IN BLOCK 6 10 ACRES PLAT A, HILL ACRES,		00779
DAVIS SUB & WAYLAND STATION OLD FARM PH 1 2 & 3 CONDO	-	00780
& OTHER PROPERTY		00785
HILL ACRES	* SUB	00790
R/W EASEMENT DESCRIBED AS FOLLOWS: BURIED CABLE EASEMENT	L 9	00800
BEING 2 1/2 FT ON EITHER SIDE OF THE TELEPHONE FACILITIES		00801
OF THE FOLLOWING DESCRIBED PROPERTY:		00802
BEG AT A PT ON THE S LINE OF 3900 SOUTH ST, SD PT BEING	•	00803
N 89-58'25" W 401.96 FT FROM THE NE COR OF LOT 10 BLOCK		00804
6 ;TEN ACRE PLAT A, S 0-09'36" W 272.66 FT; S 89-58'49"		00805
E 37.61 FT; S 0-10'05" W 454.41 FT; N 89-59'41" W 114.98		00806
FT; S 0-08'42" W 419.35 FT TO THE N LINE OF LOT 12 OF SD		00807
BLOCK 6; N 89-59'40" E ALG SD N LINE 415.73 FT TO THE		-00808
W LINE OF 700 EAST ST; S 0-14'13" W ALG SD W LINE 1430.73	<del></del>	00809
FT; W 1032.62 FT; N 1-18' W 186.68 FT TO THE SE COR OF		00810
LOT 9 HILL ACRES SUB; W 135.39 FT TO THE SW COR OF SD		00811
LOT; N 81.21 FT TO THE NW COR OF SD LOT & THE N LINE		00812
OF SD SUB; N 85-33' W 275.15 FT TO THE E LINE OF 500 EAST		00813
ST; N 0-03'15" W ALG SD E LINE 1141.32 FT TO THE NW COR		00814
OF LOT 7 BLOCK 6 TEN ACRE PLAT A, N 89-59'30" E ALG THE N		00815
LINE OF SD LOT 7 628.89 FT TO THE SW COR OF LOT 11		00816

EXTRA INFORMATION FOR ABSTRACTING:	
DAVIS SUB, N 0-01'07" E ALG A W LINE OF SD LOT 313.21	00817
FT TO THE NE COR OF LOT 10 OF SD DAVIS SUB, N 89-58'53"	00818
W ALG THE N LINE OF SD LOT, 100.00 FT TO THE NW COR	00819
OF SD LOT; N 0-01'07" E 100.00 FT TO THE SW COR OF LOT 1 OF SD DAVIS SUB; S 89-58'53" EALG THE S LINE OF SD LOT 1 135 00 FT TO THE SE COR OF SD LOT N 0 01'07" F	00820
LOT 1 OF SD DAVIS SUB; S 89-58'53" EALG THE S LINE OF SD	00821
LOT I, 125.00 FI TO THE SE COR OF SD LOT; N 0-01'0/" E	00822
	00823
PLAT A, S 89-58'28" E ALG SD LINE 104.63 FT TO THE SE	00824
COR OF SD LOT 9; N 0-05'27" E ALG THE E LINE OF SD LOT	-00825
300.67 FT; N S 89¬58'49" E 287.98 FT; N 0¬08'46" E	00826
272.67 FT TO THE S LINE OF 3900 SOUTH ST; S 89-58'25"	00827
E ALG SD S LINE 70.52 FT TO THE PT OF BEG	00828
ALSO POSTED IN LEXINGTON VLGE ADDN FARM,	00829
DAVIS SUB & WAYLAND STATION OLD FARM PH 1 2 & 3 CONDO	00830
& IN BLOCK 6 10 ACRES PLAT A & OTHER PROPERTY	00835
DAVIS * SUB	00840
R/W EASEMENT DESCRIBED AS FOLLOWS: BURIED CABLE EASEMENT L 11	00850
BEING 2 1/2 FT ON EITHER SIDE OF THE TELEPHONE FACILITIES	00851
OF THE FOLLOWING DESCRIBED PROPERTY:	00852
BEG AT A PT ON THE S LINE OF 3900 SOUTH ST, SD PT BEING	00853
N 89-58'25" W 401.96 FT FROM THE NE COR OF LOT 10 BLOCK	00854

### RXDU ENTRY # 4495939

EXTRA INFORMATION FOR ABSTRACTING:	. — ·	
300.67 FT; N S 89-58'49" E 287.98 FT; N 0-08'46" E	-	00876
272.67 FT TO THE S LINE OF 3900 SOUTH ST; S 89-58'25"		00877
E ALG SD S LINE 70.52 FT TO THE PT OF BEG		00878
ALSO POSTED IN LEXINGTON VLGE ADDN FARM, HILL ACRES,		00879
& WAYLAND STATION OLD FARM PH 1 2 & 3 CONDO		00880
& IN BLOCK 6 10 ACRE PLAT A & OTHER PROPERTY	4.00	00885