Doc Number: **08269**2

07/11/2013 02:23 PM OFFICIAL RECORDS Requested By CHARTER COMMUNICATIONS

DOUGLAS COUNTY RECORDERS Karen Ellison -

1 Of 6

Fee: \$ 19.00

Bk: 0713 Pg: 2452

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Charter Communications

Attn: Laura Clifford Address: 2335 Protoh be

APN: 1220 - 25-101-001

Above for recorders use only

Consideration; Value less than \$100 Document Transfer Tax = \$0

NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT

This Installation and Distribution Agreement ("Agreement") between Falcon Cable Systems Company II, LP ("Operator") and Brian Crockett and Ronda Crockett ("Owner") is dated this 15th day of April 2013 ("Effective Date"). Capitalized terms used in this Agreement shall have the same meaning as specified in the "Basic Information" Section below

specified in the Basic i	mormation Section below.			
	BASIC INFO	RMATION /		
Premises (or Propert	y) (further described in Exhib	it A):	Þ	
Premises Name: Ri	verview Mobile Home Park	Number of Units:	50	
Street Address: 590	5 US Highway 395			
City/State/Zip: Ga	rdnerville, NV 89410			
Agreement Term:	The period starting on the S	tart Date and ending on the	Expiration Date. The	
Agreement Term shall automatically be renewed for additional successive terms of 3 years unless either				
party provides written notice of termination not less than 6 months prior to the end of the Agreement				
Term then in effect				
Start Date:	4/15/13	Expiration Date:	4/14/23	
Services: Services shall mean all lawful communications services (including video/cable services) that				
Operator may provide.		/ /		
Equipment: All al	pove-ground and underground	coaxial cables, fiber, inte	ernal wiring, conduit,	
	other equipment or facilities r			
(or its predecessor(s)-	in-interest) to provide the Se	vices. The Equipment exter	nds from the external	
boundary lines of the F	remises.	· · ·		

- 1. Grant. In consideration of the mutual promises and other consideration set forth herein, the sufficiency of which is hereby acknowledged, Owner grants Operator the right (including ingress and egress) to install, operate, improve, remove, repair and/or maintain its Equipment within the Premises. Upon termination of this Agreement, Operator shall have the right to remove its Equipment, as applicable, provided that any Equipment that Operator does not remove within 90 days of such termination, shall be deemed abandoned and become the property of the Owner. This Agreement may be recorded. This rights granted hereunder shall run with the land and shall bind and inure to the benefit of the parties and their respective successors and assigns.
- 2. Services; Equipment. Operator shall have the (i) nonexclusive right to offer and (ii) exclusive right to market the Services to residents of the Premises. Operator will install, maintain, and/or operate the



Equipment in accordance with applicable law. The Equipment shall always be owned by and constitute the personal property of the Operator, and Owner acknowledges Operator's exclusive right to control and use its Equipment.

Without limiting Operator's exclusive rights to use its Equipment, should an antenna, signal amplification system or any other non-Operator facilities located either on the Premises or any property controlled by Owner in proximity to the Premises interfere with the provision of Operator's Services, Owner shall eliminate such interference immediately. In the event (i) installation, repair, maintenance, or proper operation of the Equipment, and/or unhindered provision of the Services is not possible at any time as a result of interference, obstruction, or other condition not caused by Operator, or (ii) such interference, obstruction, or other condition (or the cause thereof) will have negative consequences to Operator's personnel safety or the Equipment, as Operator may determine in its sole discretion, Operator may terminate this Agreement without liability upon written notice to Owner.

- 3. Owner represents and warrants that it is the legal owner of and the holder of fee title to the Premises; that it has the authority to execute this Agreement. The person signing this Agreement represents and warrants that he/she is Owner's authorized agent with full authority to bind Owner hereto. If any one or more of the provisions of this Agreement are found to be invalid or unenforceable, such invalid provision shall be severed from this Agreement, and the remaining provisions of this Agreement will remain in effect without further impairment.
- 4. In the event of a default by a party hereunder in addition to rights available at law or in equity, the non-defaulting party may (i) terminate the Agreement after 30 days prior written notice, unless the other party cures or commences to cure such breach during such 30-day period and diligently proceeds with such cure (exercising commercially reasonable efforts). Neither party shall be liable to the other party for any delay or its failure to perform any obligation under this Agreement if such delay or failure is caused by the occurrence of any event beyond such party's reasonable control.
- 5. Each party shall indemnify, defend and hold harmless the other against all liability, claims, losses, damages and expenses (collectively, "Liability"), but only to the extent that such Liability arises from any negligent or willful misconduct, breach of this Agreement, or violation of a third party's rights or applicable law on the part of the party from whom indemnity is sought. Each party seeking such indemnification shall use reasonable efforts to promptly notify the other of any situation giving rise to an indemnification obligation hereunder, and neither party shall enter into a settlement that imposes liability on the other without the other party's consent, which shall not be unreasonably withheld.
- 6. Notwithstanding anything to the contrary stated hereunder, Operator and Owner will not be liable for any indirect, special, incidental, punitive or consequential damages, including, but not limited to, damages based on loss of service, revenues, profits or business opportunities.
- 7. Owner agrees during the term of the Agreement not to provide bulk services on Premises from another provider. A violation of this Section 7 is an automatic default of the Agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have set their hands on the date indicated in their respective acknowledgments.

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OPERATOR	OWNER
Falcon Cable Systems Company II, LP	Brian Crockett
By: Charter Communications, Inc., its Manager	\ \
2 21.4	0 . 0 /1/
By:	By: Bun Crestal
Printed Name: R. Adam Bay	Printed Name: BRIAN CROCKETT
Title: Vice President Suect Sales	Title: OWNER
Date:6-7-13	Date: 5-3-13
· · · · · · · · · · · · · · · · · · ·	
/	OWNER
/ /	Ronda Crockett
\ '	
	By Jondan sockett
`	Printed Name: RONDA CROCKETT
	Title: OWNER
	Date: 5-3-13
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State of Connecticut

County of AITTA ss. (Town/City)

On this the H day of What, 2013, before me, What Large, the undersigned officer, personally appeared R. Adam Roy, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand

Signature of Notary Public)

Date Commission Expires: 2/21/2018

VIVIANA LOPEZ
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 2/28/2018

المرسطة مرائسة أعاميا والمراسات

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State of Nevada

County of Douglas

On May 3rd, 2013 before me, Audrey L Slobe, a notary public, personally appeared Brian Crockett and Ronda Crockett who provided 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.

I certify under PENALTY OF PERGURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary Signature ______

Date 5-3-20/3

AUDREY L. SLOBE
Notary Public, State of Nevada
Appointment No. 05-94000-5
My Appt. Expires Jan 1, 2017



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EXHIBIT "A" LEGAL DESCRIPTION

That portion of the Ruhenstroth Ranch lying immediately west of Nevada State Highway U.S. 395 in Sections 24 and 25 of Township 12 North, Range 20 East, M.D.B.&M., in Douglas County, Nevada, described as follows:

Beginning at a point where the North 1/16th line of the SW 1/4 of the SW 1/4, Section 24, T. 12N., R.20E, M.D.B.&M. intersects with the West right of way line of U.S. 395. Thence S.38°48' East 2158 feet; thence S.52°35'44" West 767.18 feet; thence N.37°17'02" West 981.68 feet; thence N.23°54' West 319.81 feet; thence N.44°32'26" W.1089.60 feet; thence due North along the Section line dividing Sections 23 and 24, 297.74 feet; thence due East along the 1/16th Section line 745.71 feet to point of beginning, and being a portion of Ruhenstroth Ranchos Subdivision as shown on the Official Map recorded in the Office of the County Recorder of Douglas County, Nevada, on April 14, 1965 as File No. 27706.

Excepting therefrom all that portion lying within the bounds of Riverview Estates as shown on the Official Map recorded in the Office of the County Recorder of Douglas County, Nevada, on December 15, 1965, as File No. 30403.

And further excepting therefrom any portion lying below the normal, ordinary highwater mark of the Carson River.

Former Assessment Parcel No. 29-050-18 A.P.N. 1220-25-101-001

