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Doc Number: **0849461**

09/16/2014 09:02 AM

OFFICIAL RECORDS

Requested By:
CHARTER COMMUNICATIONS

DOUGLAS COUNTY RECORDERS
Karen Ellison - Recorder

Page: 1 of 5 Fee: \$ 43.00

Bk: 0914 Pg: 2638



Deputy gb

TITLE: Agreement

DATE: September 10, 2014

GRANTOR (S): Falcon Cable Systems Company II, L.P.

GRANTEE(S): 1565 Virginia Ranch Road LLC

✓ GRANTOR'S MAILING ADDRESS:

Charter Communications

Attn: MDU Dept

2701 Daniels St

Madison, WI 53718

GRANTEE'S MAILING ADDRESS:

1565 Virginia Ranch Road LLC

1565 Virginia Ranch Rd

Gardnerville, NV 89410

LEGAL DESCRIPTION: Please see Exhibit "A"

boxes, electronics, active components, and exterior Equipment, shall be deemed to be owned by and constitute the personal property of the Owner. Owner hereby grants to Operator the exclusive right to use the Internal Wiring during the Agreement Term and (i) shall not grant any other provider rights to use the Internal Wiring and (ii) shall prohibit other providers from using the same.

Without limiting Operator's exclusive rights to use Internal Wiring and its Equipment, should either (A) an antenna, or signal amplification system or (B) any Owner modification, relocation of, and/or work on the Internal Wiring 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 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.

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

OPERATOR

Falcon Cable Systems Company II, LP
By: Charter Communications VII LLC
By: Charter Communications, Inc., its Manager

By: [Signature]
Name: Frank Antonovich
Title: Vice President / General Manager
Date: 2-1-12

OWNER

1565 VIRGINIA RANCH ROAD LLC
By: MG Landlord LLC, Manager

By: [Signature]
Printed Name: Douglas D. Spear
Title: Secretary
Date: December 5, 2011

STATE OF Washington
COUNTY OF Clark

On 2/1/12 before me, Cara Trautmann, Notary Public, personally appeared Frank Antonovich who 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.

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

WITNESS my hand and official seal.

Signature Cara Denise Trautmann



STATE OF Washington
COUNTY OF King

On December 5, 2011 before me, Jennifer A Valenta, Notary Public, personally appeared Douglas D. Spear who 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.

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

WITNESS my hand and official seal.

Signature Jennifer Valenta

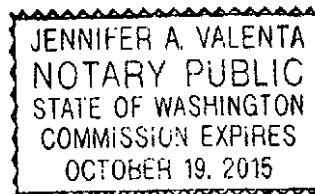


EXHIBIT "A"

APN: 1220-10-610-012

All that certain lot, piece of parcel of land situated in the County of Douglas, State of Nevada, described as follows:

PARCEL 1:

A parcel of land located within a portion of Section 10, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northeasterly corner of Lot 5, Block "D" as shown on the Final Map for Jewel Commercial Park, Phase 2 filed for record July 24, 1997 in the office of Recorder, Douglas County, Nevada as Document No. 417846, the southwesterly terminus of Mathias Parkway;

thence along the boundary of said Lot 5, South 29°35'16" West, 237.13 feet to the POINT OF BEGINNING;

thence continuing along the boundary of said Lot 5 the following courses:

South 29°35'16" West, 468.08 feet;

North 46°24'12" West, 620.29 feet to a point on the southerly right-of-way of Virginia Ranch Road;

thence along said right-of-way, North 29°35'16" East, 567.22 feet to the southwesterly corner of Lot 5A as shown on the Record of Survey for Jewel Commercial Park recorded September 19, 1997 in said office of Recorder as Document No. 422092;

thence along the boundary of said Lot 5A, South 60°24'44" East, 82.61 feet;

thence leaving said boundary of Lot 5A, South 11°08'02" East, 343.63 feet;

thence South 71°18'45" East, 58.86 feet;

thence South 60°24'44" East, 237.25 feet to the POINT OF BEGINNING,

containing 6.51 acres, more or less.

PARCEL 1A:

Reciprocal Easements as set forth in that certain document entitled Declaration of Reciprocal Easements and Covenants recorded February 26, 2004, Book 204, page 11262, as Document No. 605687 of Official Records, Douglas County, Nevada.

PARCEL 2:

A parcel of land located within a portion of Section 10, Township 12 North, Range 20 East, M.D.M., more particularly described as follows:

COMMENCING at the Northeasterly corner of Lot 5, Block D as shown on the Final Map for Jewel Commercial Park, Phase 2, recorded July 24, 1997 in the Office of the Recorder, Douglas County, Nevada as Document No. 417846, the Southwesterly terminus of Mathias Parkway;

THENCE along the Southerly right of way of said Mathias Parkway, North 44°45'21" West, 423.56 feet to the POINT OF BEGINNING;

THENCE South 45°14'39" West, 20.00 feet;

THENCE South 81°33'55" West, 134.55 feet;

THENCE North 60°24'44" West, 82.61 feet to a point on the Easterly line of Virginia Road;

THENCE North 29°35'16" East, 116.94 feet;

THENCE along the arc of a curve to the right having a radius of 30.00 feet, central angle of 105°39'23" and an arc length of 55.32 feet to a point on the Southerly right of way of said Mathias Parkway;

THENCE South 44°45'21" East, 161.91 feet to the POINT OF BEGINNING.

Reference is made to Record of Survey recorded September 19, 1997 in Book 997, Page 4056, as Document No. 422092