

CABLE EASEMENT AND RIGHT-OF-WAY AGREEMENT

(Name) SAUNDERS INVESTMENT Co. (hereinafter known as "Owner"), for consideration of \$403.00, does hereby grant and convey to WatchUs Communications DBA Star West Communications and its successors and assigns (hereinafter known as "Grantee") a perpetual Easement and Right-of Way which shall run with the land for the construction and continued operation maintenance, repair, alteration inspection and replacement of the transmission and distribution lines of the Grantee, whether underground, attached to other supports, together with attachments and incidental equipment thereon, and appurtenances over, under on and across the following premises, belonging to said

Grantor located at 0024 ON 2700N Pleasanton the Easement and Right-of Way more particularly described as:

A SIX FOOT WIDE STRIP STARTING AT THE SOUTH WESTERN CORNER OF 19-016-0024 (LAND TAX ID #) AND RUNNING EAST 600 FEET TO THE SOUTH EASTERN CORNER OF 19-016-0024 ALL FRONTING ON 2700N

together with the right of ingress and egress for full and complete use, occupation and enjoyment of the Easement here by granted and all rights and privileges incident hereto, including the right from time to time to trim roots, vegetation, and other obstructions which may injure or interfere with the Grantee's Cable TV system.

All work by Grantee shall be done in a manner so as not to unreasonably interfere with Grantor's use of said property, and Grantee shall leave property in substantially the same condition as before construction. Grantee agrees to indemnify and hold harmless owner from any and all claims and causes of action for losses, damages, or personal injuries arising out of, incident, or connected in any way with the grantee's operation under this Easement and Right-of-Way.

The undersigned Grantor does hereby warrant proper to the above described land with good and lawful authority to grant the Easement and Right-of-Way. Nothing herein shall be construed as an Agreement for CATV service, an order for service of a solicitation for an order for such service, neither Owner nor the Grantee shall have any rights privileges and/or obligations with respect to each other not expressly stated herein.

The terms, provisions, conditions, and covenants hereof shall extend to and be binding upon the heirs, executors, administrators, assigns and successor of the parties hereto and that time shall be of the essence hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 12 day of DECEMBER, 1986.

OWNER(S):  
Allen E. Saunders  
SAUNDERS INVESTMENT Co.  
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

GRANTEE:  
WatchUs Communications DBA Star West Communications  
Notary Public  
GENERAL MANAGER

On this 12th day of December, 1986; before me, Allen E. Saunders

a Notary Public in and for said County and State, personally appeared Deed Schues known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged to me that they executed the same for the purposes herein contained.

WITNESS my hand and official seal.  
James M. ...  
1010272  
MAY 8 9 10 AM '07

Nancy R. ...  
Notary Public

OFFICE OF COUNTY RECORDER  
STATE OF \_\_\_\_\_  
COUNTY OF WatchUs Communication

THIS INSTRUMENT WAS FILED FOR RECORD IN THIS OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 19\_\_ AT \_\_\_\_\_ M. AND

PLATED  
ENTERED  
MICROFILMED

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