

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Charter Communications
Attn: Jessica Zuelsdorf
Address: 165 Knights Way
Fond du Lac, WI 54935

00664519

B: 1303 P: 697 Fee \$20.00
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12/12/2014 11:47:00 AM By CHARTER COMMUNICATIONS



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NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT

This Installation and Service Agreement (“Agreement”) between **Bressnan Communications LLC** (“Operator”) and **Thunderbird Landing LLC** (“Owner”) is dated this 20th day of October 2014 (“Effective Date”). Capitalized terms used in this Agreement shall have the same meaning as specified in the “Basic Information” Section below.

| BASIC INFORMATION | |
|---|---|
| Premises (or Property) (further described in Exhibit A): | |
| Premises Name: <u>Thunderbird Landing</u> | Number of Units: <u>22</u> |
| Street Address: <u>165 South 1400 West</u> | |
| City/State/Zip: <u>Cedar City UT, 84721</u> | |
| Notices: | |
| Owner Name: <u>Thunderbird Landing LLC</u> | |
| Address: <u>530 S 900 E</u> <u>Smithfield UT, 84335</u> | |
| Phone: <u>435-232-2200</u> | |
| Agreement Term: The period starting on the Start Date and ending on the Expiration Date. The Agreement Term shall automatically be renewed for additional successive terms of one year 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: <u>10-20-2014</u> | Expiration Date: <u>10-19-2019</u> |
| Services: Services shall mean all lawful communications services (including video/cable services) that Operator may provide. | |
| Equipment: All above-ground and underground coaxial cables, fiber, internal wiring, conduit, electronics and/or any other equipment or facilities necessary for, installed by, and/or used by Operator (or its predecessor(s)-in-interest) to provide the Services. The Equipment extends from the external boundary lines of the Premises up to and including the outlets in each unit. | |

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 (including without limitation any buildings constructed on the Premises hereafter). 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. The 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, except that from the Effective Date, the internal wiring located within any building, which includes “cable home wiring” and “home run wiring”¹ (the “Internal Wiring”) and,

¹ The terms “cable home wiring” and “home run wiring” are defined at 47 CFR §§ 76.5(l) and 76.800(d).

without limitation, excludes set-top 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. Marketing Privileges. Operator shall have the exclusive right to promote the Services on the Premises by means of distribution of advertising materials, contacts, demonstrations of services, and direct sales presentations. Owner shall cooperate with Operator in all such promotions on an exclusive basis (including, without limitation, supplying, at Operator's request, current lists of the mailing addresses of the residents of the Property and allowing, at Operator's request, the display of advertising materials in common areas of the Property). Operator shall at all times conduct such promotional activities at reasonable times and in accordance with any applicable municipal ordinance. Owner shall use reasonable efforts to make available in the clubhouse or rental office or other similar location all current marketing publications pertaining to the Services, if such publications are provided to Owner by Operator and approved by Owner, such approval not to be unreasonably withheld or delayed, and Owner shall not permit the distribution or publication of marketing materials promoting alternative competitive services offered by other providers.

4. Assignment. This Agreement shall be binding upon the parties and their respective successors, transferees, and assigns and, in the case of Owner (and its successors, transferees and assigns) shall also be binding upon any managing agent or homeowners association or other authorized representative duly empowered to act on behalf of Owner. This Agreement may be assigned by either party without the consent of the other party. An assignment by Owner shall not be valid hereunder nor release Owner from any obligations arising after such assignment unless and until the assignee in any such transaction assumes this Agreement in writing and Owner provides Operator with a copy of such written assumption by the transferee.

5. Representations and Warranties. 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.

6. Breach of Agreement. 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.

7. Indemnification. 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.

8. Limitation of Liability. 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.

9. Automatic Default. Owner agrees during the term of the Agreement not to provide bulk services on Premises from another provider. A violation of this Section 9 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.

OPERATOR

Bressnan Communications LLC
By: Charter Communications, Inc., its Manager

By: [Signature]

Printed Name: R-Adam Lay

Title: Vice President, Direct Sales

Date: 11/24/14

OWNER

Thunderbird Landing LLC

By: [Signature]

Printed Name: JEFFREY H CHAMPLIN

Title: OWNER

Date: 10/23/14

Email: jhchamplin@gmail.com

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STATE OF Utah)
COUNTY OF Cache)

On 23 Oct 14 before me, Brandi Baker, personally appeared personally known to me (or proved to me 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.

WITNESS my hand and official seal.

Signature Brandi Baker

Expiration Date: 4-18-17



STATE OF Connecticut)
COUNTY OF Fairfield)

On 11/24/14 before me, R. Adam Ray, personally appeared personally known to me (or proved to me 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.

WITNESS my hand and official seal.

Signature Michelle Elliott

Expiration Date: My Commission Expires 10/18/2018

MICHELLE ELLIOTT
NOTARY PUBLIC OF CONNECTICUT
ID # 165391



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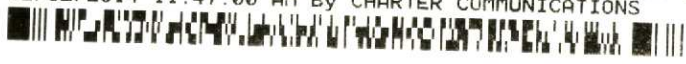


EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1:

B-1147

Beginning South 89°59'02" West 412.76 feet along the 1/16 Section line and North 0°23'28" West 57.88 feet along the West line of Highway I-15 from the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 15, Township 36 South, Range 11 West, Salt Lake Base and Median; thence North 0°23'28" West 147.39 feet along said West line; thence South 89°59'02" West 209.52 feet to point on the East line of 1400 West Street; thence South 0°31'26" East 148.43 feet along said East line; thence North 89°24'48" East 208.0 feet, more or less to the point of beginning.

Subject to a sewer line easement granted to Cedar City Corporation, municipal corporation, over the Easterly 20 feet of said land as set forth as an easement of record.

Subject to a U.D.O.T. 20 foot drainage easement over the East 20 feet from purposes incidental to Highway I-15.

Parcel 2:

Beginning South 89°59'02" West 412.76 feet along the 1/16 Section line and South 0°23'28" East 89.51 feet along the West line of Highway I-15 from the Southeast corner of the Northeast Quarter of the Northwest Quarter of Section 15, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence South 89°24'48" West 208.83 feet along the North line of 200 South Street to a point on the East line of 1400 West Street; thence North 0°31'26" West 148.42 feet along said East line; thence North 89°24'48" East 208.0 feet, more or less, to a point on the West line of Highway I-15 and a point North 0°23'28" West 147.38 feet from the point of beginning; thence South 0°23'28" East 147.38 feet along said West line to the point of beginning.

B-1147-2 & B-1147-2

Subject to a sewer line easement granted to Cedar City Corporation, municipal corporation, over the Easterly 20 feet of said land as set forth as an easement of record.

Subject to a U.D.O.T. 20 foot drainage easement over the East 20 feet from purposes incidental to Highway I-15.

Parcel 3:

The North one-half of that portion of 200 South Street lying between 1400 West Street and the West right of way of I-15, more particularly described as follows:

Beginning at a point South 89°59'02" West 652.14 feet and South 0°32'21" East 123.61 feet from the Northeast corner of the Southeast quarter of the Northwest quarter of Section 15, Township 36 South, Range 11 West, Salt Lake Base and Meridian, said point of beginning being on the centerline of 200 South Street and also a point on a 75.00 foot radius curve to the right; curve data: Def. Ang.=16°02'02" R=75.00, T=10.56, C=20.92', Chord bearing = North 33°33'55" East; thence along the arc of said curve 20.99 feet to the P.R.C. of a curve to the left; curve data; Def. Ang.=42°08'39", R=75.00', T=28.90', C=53.93', Chord bearing N=20°30'47" East; thence along the arc of said curve 55.17 feet to the P.T. on the East line of 1400 West Street; thence South 0°33'26" East along said East line 34.61 feet to a point on the North line of 200 South Street; thence North 89°22'48" East along said North line 188.75 feet to a point 20.00 feet West of the I-15 right of way; thence South 0°25'16" East parallel with said right of way 33.00 feet to a point on the centerline of 200 South Street; thence South 89°22'48" West along said centerline 219.80 feet to the point of beginning.

R-1147-2, B-1147, B-1117.10

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