

2013-006032

Klamath County, Oregon



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05/29/2013 12:50:03 PM

Fee: \$62.00

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Charter Communications
7337 Central Avenue
Riverside, CA 92504
Attn: Lois Escott

Above for recorders use only

TITLE

NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT

CONSIDERATION AND VALUE IS LESS THAN \$100.00

DOCUMENT TRANSFER TAX = \$0

GRANTEE: FALCON CABLE SYSTEMS COMPANYII, LP
C/O CHARTER COMMUNICATIONS
7337 CENTRAL AVENUE
RIVERSIDE, CA 92504

GRANTOR: DEYOUNG/DEYOUNG BURTON J & YOLANDA/TR

ABBREVIATED LEGAL DESCRIPTION: A PARCEL OF LAND IN THE STATE OF
OREGON, COUNTY OF KLAMATH
AS DESCRIBED AS 294831; 295602; 166593

LEGAL DESCRIPTION ON PAGE 4

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Charter Communications

Attn: LOIS ESCOTT

Address: 7337 CENTRAL AVE

RIVERSIDE, CA 92504

APN R520047

Above for recorders use only

NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT

This Installation and Distribution Agreement ("Agreement") between **Falcon Cable Systems Company II, L.P.** ("Operator") and **DEYOUNG/DEYOUNG BURTON J & YOLANDA /TR** Owner") is dated this 28 day of Oct 2011 ("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>Plaza Manor</u>	Number of Units: <u>42</u>
Street Address: <u>2425 SUMMERS LN</u>	
City/State/Zip: <u>KLAMATH FALLS OR 97603</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 <u>1</u> 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: <u>10-28-11</u> 2011	Expiration Date: <u>10-28-21</u> 2021
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.	

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 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, L.P.

By: Charter Communications, Inc., its Manager

By: 

Printed Name: Frank Antonovich

Title: Vice President / General Manager

Date: 11/2/11

OWNER

DEYOUNG/DEYOUNG BURTON J & YOLANDA/TR

By: 

Printed Name: BURTON J. DE YOUNG

Title: OWNER

Date: 10-28-11

STATE OF _____)

COUNTY OF _____)

On _____ before me, _____, 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 _____

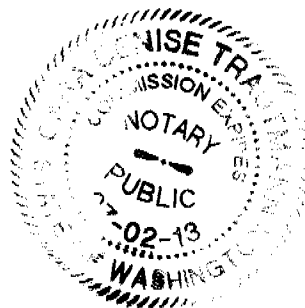
STATE OF Washington _____)

COUNTY OF Clark _____)

On 11/2/11 before me, Frank Antonovich, 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 Cara Benetraw



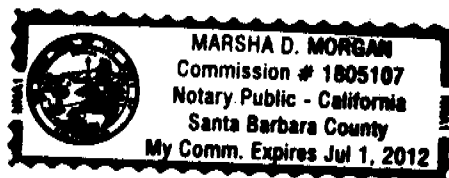
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Barbara

On 10/28/2011 before me, Marsha D. Morgan Notary Public

personally appeared Burton J. DeYoung



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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Marsha D. Morgan
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Nonexclusive Installation & Svc Agreement

Document Date: 10/28/11 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

EXHIBIT "A"

APN: R520047

LEGAL DESCRIPTION:

**A PARCEL OF LAND LOCATED IN THE STATE OF OREGON, COUNTY OF KLAMATH,
WITH A SITUS ADDRESS OF 2425 SUMMERS LN, KLAMATH FALLS, OR 97603-6679
CURRENTLY OWNED BY DEYOUNG/DEYOUNG BURTON J & YOLANDA /TR HAVING A
TAX ASSESSOR NUMBER OF R520047 AND BEING THE SAME PROPERTY MORE FULLY
DESCRIBED AS 294831; 295602; 166593 DATED 03/11/1992.**