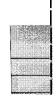
**2014-710017** 1/17/2014 10:31 AM PAGE: **1** OF **5** BOOK: 545 PAGE: 249 FEES: \$24.00 SM AGREEMENT - LEGAL EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

## RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

**Charter Communications** 

Attn: Jessica Zuelsdorf Address: 165 Knights Way

Fond du Lac, WI 54935



Above for recorders use only

## NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT

This Installation and Distribution Agreement ("Agreement") between <u>Bresnan Communications</u>, <u>LLC by Charter Communications</u>, <u>Inc its Manager</u> ("Operator") and <u>Highland Senior Townhouse Association</u> ("Owner") is dated this 5 day of September 2013 ("Effective Date"). Capitalized terms used in this Agreement shall have the same meaning as specified in the "Basic Information" Section below.

Agreement shart have the same meaning as specified in the Dasie information Section below:	
BASIC INFORMATION	
Premises (or Property) (further described in Exhibit A):	
Premises Name: <u>Highland Senior Townhouse Association</u>	Number of Units: 30
Street Address: 1457 Avon St	
City/State/Zip: Sheridan WY 82801	
Notices:	
Owner Name: <u>Highland Senior Townhouse Association</u>	
Address: PO Box 3035	
Sheridan WY 82801	<u> </u>
Phone: 307-763-3495	
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 1 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: September 5, 2013	Expiration Date: September 5, 2018
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) non-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