



**NOTICE OF REGULAR MEETING**  
**Sacramento Housing and Redevelopment  
Commission**  
**Monday, July 17, 2013 – 12:00 pm**  
**801 12<sup>th</sup> Street Sacramento, CA**

**ROLL CALL**

**APPROVAL OF AGENDA**

**APPROVAL OF ACTION SUMMARY SYNOPSIS**

1. Synopsis – June 19, 2013 and July 1, 2013

**CITIZENS COMMENTS**

2. While the Commission welcomes and encourages participation in the Commission meetings, it would be appreciated if you would limit your comments to three minutes so that everyone may be heard. Please fill out a speaker card and present it to the Agency Clerk if you wish to speak under Citizen Comments or on a posted agenda item. Matters under the jurisdiction of the Commission, and not on the posted agenda, may be addressed by the general public at this time. Commission attendees are requested to silence any cell phones or pagers that they have in their possession.

**CONSENT ITEMS**

3. Approval of Change to Addendum for Purchase and Sales Agreement to dispose of surplus Housing Authority owned non-residential property located at 320 Commerce Circle

**PUBLIC HEARING ITEMS**

4. Authorization to Execute Non-Exclusive Easement Agreements for Conventional Public Housing and Housing Authority Property with Comcast Sacramento I, LLC – City report
5. Authorization to Execute Non-Exclusive Easement Agreements for Conventional Public Housing and Housing Authority Property with Comcast Sacramento I, LLC – County report
6. Amendment to the 2013 One-Year Action Plan and Various Year Action Plans in Relation to the Neighborhood Stabilization Program Three (NSP-3), and amendment to the Agency Budget - City report
7. Amendment to the 2013 One-Year Action Plan and Various Year Action Plans in Relation to the Neighborhood Stabilization Program Three (NSP-3), and amendment to the Agency Budget - County report

## EXECUTIVE DIRECTOR REPORT

## COMMISSION CHAIR REPORT

## ITEMS AND QUESTIONS OF COMMISSION MEMBERS

## ADJOURNMENT

Staff reports are available for public review on the Agency's website [www.shra.org](http://www.shra.org) and include all attachments and exhibits. Hard copies are available at the Agency Clerk's office (801 12<sup>th</sup> Street) for 10 cents per page. A copy of materials for this agenda will be available at the meeting for public review. **Assistance for the Disabled:** Meeting facilities are accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify the Agency Clerk at (916) 440-1363 at least 48 hours prior to the meeting.



## SYNOPSIS

### **Sacramento Housing and Redevelopment Commission (SHRC)**

#### **Regular Meeting**

**June 19, 2013**

Meeting noticed on June 14, 2013

#### ROLL CALL

The Sacramento Housing and Redevelopment Commission meeting was called to order at 6:00 p.m. by Chair Michael Alcalay. A quorum of members was present.

MEMBERS PRESENT: Alcalay, Chan, Gore, Griffin, Johnson, Le Duc, Morgan, Morton, Rosa, Shah, Stivers

MEMBERS ABSENT: None

STAFF PRESENT: Vickie Smith, Tia Boatman Patterson, LaShelle Dozier, Mary Liz Paulson, Jim Shields, Mary Lyon, Ann Roland, Karen Wallace, Brian Lengyl, Don Cavier, Karen Lukes

APPROVAL OF AGENDA - Agenda was approved as submitted.

#### 1. APPROVAL OF ACTION SUMMARY SYNOPSIS

Action Summary Synopsis for May 29, 2013 was approved.

#### 2. CITIZEN COMMENTS

None

#### CONSENT ITEMS

#### 3. Sacramento Housing and Redevelopment Agency Comprehensive Annual Financial Report For The Year Ended December 31, 2012 – City of Sacramento

#### 4. Sacramento Housing and Redevelopment Agency Comprehensive Annual Financial Report For The Year Ended December 31, 2012-County of Sacramento

The Commission recommended approval of the staff recommendation for the item listed above. The votes were as follows:

AYES: Alcalay, Chan, Gore, Griffin, Johnson, LeDuc, Morgan, Morton, Rosa, Shah, Stivers

NOES: none

ABSENT: none

PUBLIC HEARING ITEMS

5. Approval of Purchase and Sale Agreement to dispose of surplus Housing Authority owned non-residential property located at 320 Commerce Circle

Mary Lyon presented the item.

Commissioner Johnson asked if the broker's fee had been changed. Staff indicated that it had not.

Commissioner LeDuc asked for an explanation of where the proceeds from the sale would be utilized which staff provided.

Commissioner Shah expressed concern about the seller carry-back loan. Staff indicated that the property ownership would revert to SHRA if the buyer defaulted on the loan.

Commissioner Alcalay asked if second liens would be allowed. Staff indicated that they would not be allowed.

The Commission recommended approval of the staff recommendation for the item listed above. The votes were as follows:

AYES: Alcalay, Chan, Gore, Griffin, Johnson, LeDuc, Morgan, Morton, Rosa,  
Shah, Stivers

NOES: none

ABSENT: none

6. Fiber Optic Cable Installation between the 801 12<sup>th</sup> Street and 630 I Street Offices

Ann Roland presented the item.

Commissioner Chan asked if measures would be taken to determine where utilities were located prior to the project moving forward. Staff indicated that they had already received utility maps of the area.

Commissioner Gore asked if this contract or services could be disrupted by the city. Staff indicated that they could not be disrupted.

The Commission recommended approval of the staff recommendation for the item listed above. The votes were as follows:

AYES: Alcalay, Chan, Gore, Griffin, Johnson, LeDuc, Morgan, Morton, Rosa,  
Shah, Stivers

NOES: none

ABSENT: none

#### INFORMATIONAL PRESENTATIONS

##### 7. Twin Rivers Choice Neighborhoods Initiative Status Update

Chris Pahule presented the update.

#### EXECUTIVE DIRECTORS REPORT

La Shelle Dozier reviewed the following items:

- Next meeting will be July 17<sup>th</sup>.
- Northcrest Circle report back.
- City Council JPA amendment follow up.
- Arbor Creek opening on July 18<sup>th</sup>.
- Student artist from Marina Vista named Joseph Trinos recognized for his work on portrait of President Obama.

#### ITEMS AND QUESTIONS OF COMMISSION MEMBERS

Chair Alcalay requested that a "chair's report" be included on future meeting agendas.

Chair Alcalay thanked staff for the work on the Northcrest Circle issue.

Chair Alcalay requested that the artist Joseph Trinos be invited back to a future meeting.

Chair Alcalay appointed Bill Chan, Mark Stivers, Jeanne Leduc and Louis Morton to the Executive Committee.

Chair Alcalay requested that staff distribute a current copy of the SHRA commission bylaws to each member.

Chair Alcalay indicated that he may institute an Ad Hoc committee meeting in the near future to review the bylaws.

Chair Alcalay encouraged members to attend community meetings and events whenever possible to promote the commission.

ADJOURNMENT

As there was no further business to be conducted, Chair Alcalay adjourned the meeting at 7:20 p.m.

---

AGENCY CLERK



## SYNOPSIS

### **Sacramento Housing and Redevelopment Commission (SHRC)**

#### **Regular Meeting**

**July 1, 2013**

Meeting noticed on June 27, 2013

#### ROLL CALL

The Sacramento Housing and Redevelopment Commission meeting was called to order at 12:00 p.m. by Vice-Chair Louis Morton. A quorum of members was present.

MEMBERS PRESENT: Chan, Gore, Griffin, Le Duc, Morton, Rosa, Stivers

MEMBERS ABSENT: Alcalay, Johnson, Morgan, Shah

STAFF PRESENT: Vickie Smith, David Levin, LaShelle Dozier, Bern Wikhammer

#### 2. CITIZEN COMMENTS

None

#### CONSENT ITEMS

#### 3. Approval of Agency Loan Commitment for the Sutterview Senior Apartments

The Commission recommended approval of the staff recommendation for the item listed above. The votes were as follows:

AYES: Chan, Gore, LeDuc, Morton, Rosa, Stivers

NOES: none

ABSENT: none

Not present to vote: Griffin

#### ITEMS AND QUESTIONS OF COMMISSION MEMBERS

none

#### ADJOURNMENT

As there was no further business to be conducted, Vice-Chair Morton adjourned the meeting at 12:10 p.m.

---

AGENCY CLERK

July 17, 2013



Sacramento Housing and Redevelopment Commission  
Sacramento, California

Honorable Members in Session:

**SUBJECT** Approval of Change to Addendum for Purchase and Sales Agreement to dispose of surplus Housing Authority owned non-residential property located at 320 Commerce Circle

### **RECOMMENDATION**

Staff recommends adoption of the attached resolution which approves the change to the addendum for the purchase and sales agreement.

### **CONTACT PERSONS**

Mary L. Lyon, Program Manager, 916-449-6263  
James Shields, Director of Administration, 916-440-1319

### **SUMMARY**

On June 19, 2013, a purchase and sales agreement with an addendum was approved by the Sacramento Housing and Redevelopment Commission for the sale of 320 Commerce Circle. Subsequently, the buyer requested a change to the addendum.

### **BACKGROUND**

In May, 2013, First Responder EMS – Sacramento, Inc. agreed to purchase the 320 Commerce Circle property for \$1,500,000 with a seller carry back loan. First Responder is relocating their Sacramento regional headquarters with 50 employees from Rancho Cordova to this address. First Responder anticipates that there will be some new hires.

On June 19, 2013, the Commission approved the purchase and sales agreement with the Addendum (Attachment 2) and the loan agreement. After further discussion, the Agency and the Buyer mutually agreed that Section 26.4 in the addendum was unnecessary and should be removed. This section was redundant and the language in Section 26.5 (Indemnification for Hazardous Substances) accurately reflects the intentions of both parties. Thus, staff is now recommending approval of the Addendum (Exhibit A) which has been revised to reflect this agreed upon change.



## **SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY**

Sacramento Housing and Redevelopment Commission  
June 19, 2013  
Page 2

### **FINANCIAL CONSIDERATIONS**

The recommended actions in this report result in the sale of an Agency asset in exchange for a cash down payment of \$450,000 and a seller carry back loan of \$1,050,000. First Responder EMS-Sacramento, Inc. and the HACS have reached an agreement on a purchase price of \$1,500,000 with seller carry back financing. The terms of the agreement include a 30 percent \$450,000 down payment at closing with the remainder financed at 4.5 percent, with payments amortized over 20 years with a balloon payment of \$643,364.45 due at the end of 10 years.

### **POLICY CONSIDERATIONS**

Public Housing Authorities are required to comply with applicable federal laws and regulations, including the Quality Housing and Work Responsibility Act of 1998 (QHWRA).

### **ENVIRONMENTAL REVIEW**

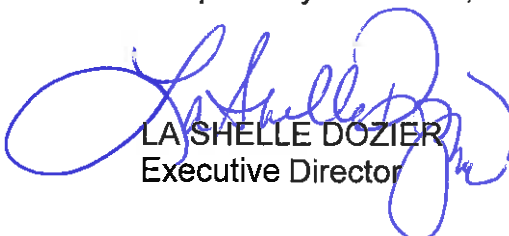
**California Environmental Quality Act (CEQA):** All actions proposed in furtherance of the lease and/or sale of this existing surplus property with negligible or no change in use is considered a minor action on an existing facility, and as such is Categorical Exempt under the California Environmental Quality Act (CEQA) Guidelines Sections 15301 and 15312.

**National Environmental Policy Act (NEPA):** The National Environmental Policy Act (NEPA) does not apply.

### **M/WBE AND SECTION 3 CONSIDERATIONS**

The activities recommended in this staff report do not involve federal funding; therefore, there are no M/WBE or Section 3 considerations or requirements.

Respectfully submitted,



LA SHELLE DOZIER  
Executive Director

Attachment 1 – Resolution  
Exhibit A – Addendum  
Attachment 2 – June 19<sup>th</sup> Addendum

801 12th Street, Sacramento, California 95814

## **RESOLUTION NO. SHRC-\_\_\_\_\_**

**ADOPTED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION UNDER THE AUTHORITY DELEGATED TO THE COMMISSION PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE, SECTION 33202 BY RESOLUTION NO. RA 81-083 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. RA-83 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981, AND PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34292 BY RESOLUTION NO. HA 81-098 ADOPTED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. HA-1497 ADOPTED BY THE HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981.**

ON DATE OF

**July 17, 2013**

### **APPROVAL OF CHANGE TO ADDENDUM FOR PURCHASE AND SALES AGREEMENT TO DISPOSE OF SURPLUS HOUSING AUTHORITY OWNED NON- RESIDENTIAL PROPERTY LOCATED AT 320 COMMERCE CIRCLE**

**WHEREAS**, on June 19, 2013 a duly noticed public hearing was held on behalf of HACS before the Sacramento Housing and Redevelopment Commission regarding the disposition of the of property via a purchase and sale agreement.

**WHEREAS**, on June 19, 2013, the Sacramento Housing and Redevelopment Commission approved the Purchase and Sales Agreement and the Loan Agreement.

**WHEREAS**, on June 19, 2013, the disposition of this Property was found to be Categorically Exempt under the California Environmental Quality Act (CEQA) as they are in furtherance of the disposition via purchase and sale of this existing surplus property with negligible or no change in use is considered a minor action on an existing facility(CEQA Guidelines Sections 15301 and 15312). The proposed actions do not constitute a substantial change with respect to the circumstances under which the project will be undertaken, and additional environmental review is not required pursuant to CEQA Guidelines Section 15162. The National Environmental Policy Act (NEPA) does not apply.

**BE IT RESOLVED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION:**

Section 1. That the above recitals are true and correct.

Section 2. That the addendum to the purchase and sale agreement between First Responder EMS – Sacramento, Inc. (Buyer) and the Housing Authority of the City of Sacramento (HACS or Seller) as set forth in Exhibit A is approved.

---

CHAIR

ATTEST:

---

CLERK

Exhibit A – Addendum

**Addendum to:**  
**Real Property Purchase Agreement & Deposit Receipt**

The following is an Addendum to the attached Real Property Purchase Agreement & Deposit Receipt "Agreement" wherein First Responder EMS-Sacramento, Inc. and/or Assignee is referred to as "Buyer" and Housing Authority of the City of Sacramento referred to as "Seller" dated May 29, 2013 for the sale of the real property located at 320 Commerce Circle, in the City of Sacramento, California referred to as "Property".

**26.3 No Reliance on Documents.** Except as expressly set forth in this Agreement, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller to Purchaser in connection with the transaction contemplated hereby. Purchaser acknowledges and agrees that all materials, data and information delivered by Seller to Purchaser in connection with the transaction contemplated hereby are provided to Purchaser as a convenience only and that any reliance on or use of such materials, data or information by Purchaser shall be at the sole risk of Purchaser, except as otherwise expressly stated herein. Without limiting the generality of the foregoing provisions, Purchaser acknowledges and agrees that (a) any environmental or other report with respect to the Property which is delivered by Seller to Purchaser shall be for general informational purposes only, (b) Purchaser shall not have any right to rely on any such report delivered by Seller to Purchaser, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Purchaser with respect thereto, and (c) neither Seller (or Seller's officers, directors, shareholders, employees and agents, and further including the officers, directors, shareholders, employees and agents of the Regional Council of Rural Counties, and other affiliated or member agencies of Seller) shall have any liability to Purchaser for any inaccuracy in or omission from any such report.

**26.4 Indemnification for Hazardous Substances.** Buyer shall indemnify, protect and defend Seller, its officers, directors, council members and supervisors, employees, advisory committee members, and agents, and hold them harmless from any and all liability, costs, fees, fines, penalties and claims (including without limitation court, mediation or arbitration costs, attorneys' fees, witnesses' fees, and investigation fees) related to the existence or discharge of Hazardous Substances on the Property that were not on the Property prior to Seller's transfer of possession of the Property to Buyer.

Seller shall indemnify, protect and defend Buyer, its officers, directors, employees, and agents, and hold them harmless from any and all liability, costs, fees, penalties and claims (including without limitation court, mediation or arbitration costs, attorneys' fees, witnesses' fees, and investigation fees) related to Hazardous Substances discharged on the Property during Seller's ownership of the Property or related to the removal or discharge of Hazardous Substances by Seller or its employees, agents or contractors.

The obligations under this indemnity shall survive the Closing.

"Hazardous Substances" as used in this Agreement shall include, without limitation to, all substances, wastes and materials designated or defined as hazardous or toxic pursuant to any of the following statutes, as they may be amended or superseded, from time to time: the Clean Water Act (33 U.S.C. §1321 et seq.); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101); the Environmental Protection Agency list of hazardous materials (40 CFR Part 302) and California Health and Safety Code §§Sections 25115, 25117, 25122.7, 25140 (Hazardous Waste Control Law), 25316 (Carpenter-Presley-Tanner Hazardous Substances Account Act), 25501 (Hazardous Materials Release Response Final Plans and Inventory) and 25281 (Underground Storage of Hazardous Substances); all applicable local regulations; and all rules and regulations promulgated pursuant to said laws.

**26.5 Effect and Survival of Disclaimers:** Seller and Purchase acknowledge that the Purchase Price to be paid to Seller for the Property takes into account that the Property is being sold subject to the provisions of this Section 26. Seller and Purchaser agree that the provisions of this Section 26 shall survive Closing.

**26.6. Governing Board Approval:** The term of the Sale and finance require approval of Seller's governing board. Seller shall have 30 days from mutual acceptance to approve or disapprove the buyers financials.

*[Handwritten initials]*

*[Handwritten initials]*

## Exhibit A

28.1 Due Diligence Insurance Coverage. Prior to any entry onto the Property, Purchaser shall furnish to Seller, at Purchaser's expense, satisfactory certificates of insurance policies listing Seller as an additional insured and meeting the requirements set forth below.

<u>Type of Coverage</u>	<u>Limit of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
General Liability	\$1,200,000 per occurrence
	\$2,000,000 aggregate
Automobile Liability	\$1,000,000 per accident

Purchaser agrees to maintain those coverages throughout the term of this Agreement. Any coverage written on an "occurrence" basis shall be kept in force during the term of this Agreement. Any coverage written on a "claims made" basis shall be kept in force, whether by renewal or the purchase of an extended reporting period, for a minimum of one (1) year following the termination of this Agreement. Nothing herein contained shall in any way limit Purchaser's liability under this Agreement or otherwise.

Purchaser shall indemnify and defend Seller (and Seller's officers, directors, shareholders, employees and agents, and further including the officers, directors, shareholders, employees and agents of the Housing Authority of the City of Sacramento (collectively, "Seller Parties")) against and hold Seller harmless from all claims, demands, liabilities, losses, damages, costs and expenses (including reasonable attorney's fees and disbursements) for injury to any person or damage to any property arising out of or resulting from the inspection of the Property by Purchaser or its agents, and notwithstanding anything to the contrary in this Agreement, such obligation to indemnify and hold harmless Seller shall survive Closing and the termination of this Agreement, but shall not include any pre-existing conditions or any conditions uncovered during Purchaser's investigation of the Property.

**Buyer:**  
**First Responder-EMS Sacramento, Inc.**  
**A California Corporation**

By: [Signature]

Title: Controller

Dated: 6/26/13

**Seller:**  
**Housing Authority of the City of Sacramento**

By: [Signature]

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

XD

REP

**Addendum to:**  
**Real Property Purchase Agreement & Deposit Receipt**

The following is an Addendum to the attached Real Property Purchase Agreement & Deposit Receipt "Agreement" wherein First Responder EMS-Sacramento, Inc. and/or Assignee is referred to as "Buyer" and Housing Authority of the City of Sacramento referred to as "Seller" dated May 29, 2013 for the sale of the real property located at 320 Commerce Circle, in the City of Sacramento, California referred to as "Property".

**26.3 No Reliance on Documents.** Except as expressly set forth in this Agreement, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller to Purchaser in connection with the transaction contemplated hereby. Purchaser acknowledges and agrees that all materials, data and information delivered by Seller to Purchaser in connection with the transaction contemplated hereby are provided to Purchaser as a convenience only and that any reliance on or use of such materials, data or information by Purchaser shall be at the sole risk of Purchaser, except as otherwise expressly stated herein. Without limiting the generality of the foregoing provisions, Purchaser acknowledges and agrees that (a) any environmental or other report with respect to the Property which is delivered by Seller to Purchaser shall be for general informational purposes only, (b) Purchaser shall not have any right to rely on any such report delivered by Seller to Purchaser, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Purchaser with respect thereto, and (c) neither Seller (or Seller's officers, directors, shareholders, employees and agents, and further including the officers, directors, shareholders, employees and agents of the Regional Council of Rural Counties, and other affiliated or member agencies of Seller) shall have any liability to Purchaser for any inaccuracy in or omission from any such report.

**26.4 Purchaser's Release.**

A. **Release of Seller.** Except as provided in Section 7.2 above, upon Closing, and without the execution of any further agreement, Purchaser hereby releases and forever discharges Seller and Seller's officers, directors, shareholders, employees and agents, and further including the officers, directors, shareholders, employees and agents of the Sacramento Housing and Redevelopment Agency, and other affiliated and member agencies of Seller and their respective predecessors, successors and assigns, from any and all claims and causes of action of any kind, whether known or unknown, suspected or unsuspected, actual or potential, existing now or in the future, arising out of or relating in any way to any condition (including any environmental conditions or hazards) on, under, or around the Property, or from the air, soil, groundwater or surface water at or beneath the Property.

B. **Release under Civil Code Section 1542.** Purchaser expressly waives the benefits of Section 1542 of the California Civil Code which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected the settlement with the debtor.

Purchaser hereby specifically acknowledges that Purchaser has carefully reviewed this provision and discussed its significance with legal counsel and acknowledges that this provision is a material part of the Agreement. This release shall inure to the benefit of and be binding upon Seller's and Purchaser's respective successors, assigns and transferees. The foregoing release shall exclude those losses, liabilities, damages, costs or expenses, and claims therefor, arising from or attributable to (a) a material matter known to Seller and (1) not disclosed to Purchaser or (2) not discovered by Purchaser prior to the Closing; (b) any breach by Seller of its express representations, warranties, or covenants under this Agreement; (c) fraud; (d) material misrepresentation, or (e) any violations of any laws, regulations, codes or ordinances applicable to the Property caused by Seller.

**26.5 Indemnification for Hazardous Substances.** Buyer shall indemnify, protect and defend Seller, its officers, directors, council members and supervisors, employees, advisory committee members, and agents, and hold them harmless from any and all liability, costs, fees, fines, penalties and claims (including without limitation court, mediation or arbitration costs, attorneys' fees, witnesses' fees, and investigation fees) related to the existence or discharge of Hazardous Substances on the Property that were not on the Property prior to Seller's transfer of possession of the Property to Buyer.

Seller shall indemnify, protect and defend Buyer, its officers, directors, employees, and agents, and hold them harmless from any and all liability, costs, fees, penalties and claims (including without limitation court, mediation or arbitration costs, attorneys' fees, witnesses' fees, and investigation fees) related to

Hazardous Substances discharged on the Property during Seller's ownership of the Property or related to the removal or discharge of Hazardous Substances by Seller or its employees, agents or contractors.

The obligations under this indemnity shall survive the Closing.

"Hazardous Substances" as used in this Agreement shall include, without limitation to, all substances, wastes and materials designated or defined as hazardous or toxic pursuant to any of the following statutes, as they may be amended or superseded, from time to time: the Clean Water Act (33 U.S.C. §1321 et seq.); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101); the Environmental Protection Agency list of hazardous materials (40 CFR Part 302) and California Health and Safety Code §§Sections 25115, 25117, 25122.7, 25140 (Hazardous Waste Control Law), 25316 (Carpenter-Prossley-Tanner Hazardous Substances Account Act), 25501 (Hazardous Materials Release Response Final Plans and Inventory) and 25281 (Underground Storage of Hazardous Substances); all applicable local regulations; and all rules and regulations promulgated pursuant to said laws.

26.6 Effect and Survival of Disclaimers: Seller and Purchase acknowledge that the Purchase Price to be paid to Seller for the Property takes into account that the Property is being sold subject to the provisions of this Section 26. Seller and Purchaser agree that the provisions of this Section 26 shall survive Closing.

26.7. Governing Board Approval: The term of the Sale and finance require approval of Seller's governing board. Seller shall have 30 days from mutual acceptance to approve or disapprove the buyers financials.

28.1 Due Diligence Insurance Coverage. Prior to any entry onto the Property, Purchaser shall furnish to Seller, at Purchaser's expense, satisfactory certificates of insurance policies listing Seller as an additional insured and meeting the requirements set forth below.

<u>Type of Coverage</u>	<u>Limit of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
General Liability	\$1,200,00 per occurrence
	\$2,000,000 aggregate
Automobile Liability	\$1,000,000 per accident

Purchaser agrees to maintain those coverages throughout the term of this Agreement. Any coverage written on an "occurrence" basis shall be kept in force during the term of this Agreement. Any coverage written on a "claims made" basis shall be kept in force, whether by renewal or the purchase of an extended reporting period, for a minimum of one (1) year following the termination of this Agreement. Nothing herein contained shall in any way limit Purchaser's liability under this Agreement or otherwise.

Purchaser shall indemnify and defend Seller (and Seller's officers, directors, shareholders, employees and agents, and further including the officers, directors, shareholders, employees and agents of the Housing Authority of the City of Sacramento (collectively, "Seller Parties")) against and hold Seller harmless from all claims, demands, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and disbursements) for injury to any person or damage to any property arising out of or resulting from the inspection of the Property by Purchaser or its agents, and notwithstanding anything to the contrary in this Agreement. Such obligation to indemnify and hold harmless Seller shall survive Closing and the termination of this Agreement, but shall not include any pre-existing conditions or any conditions uncovered during Purchaser's investigation of the Property.

**Buyer:**  
First Responder-EMS Sacramento, Inc.  
A California Corporation

**Seller:**  
Housing Authority of the City of Sacramento

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



July 11, 2013

Sacramento Housing and  
Redevelopment Commission  
Sacramento, CA

Honorable Members in Session:

SUBJECT:

Authorization to Execute Non-Exclusive Easement Agreements for Conventional Public  
Housing and Housing Authority Property with Comcast Sacramento I, LLC

SUMMARY

The attached report is submitted to you for review and recommendation prior to  
consideration by the City of Sacramento.

RECOMMENDATION

The staff recommends approval of the recommendations outlined in this report.

Respectfully submitted,

  
LA SHELLE DOZIER  
Executive Director

Attachment





**REPORT TO HOUSING AUTHORITY**  
**City of Sacramento**  
915 I Street, Sacramento, CA 95814-2671  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Consent**  
**August 13, 2013**

**Honorable Mayor and Members of the Housing Authority Board**

**Title: Authorization to Execute Non-Exclusive Easement Agreements for Conventional Public Housing and Housing Authority Property with Comcast Sacramento I, LLC**

**Location/Council District: Citywide**

**Issue:** Currently, the Executive Director is authorized to execute easement agreements with public agencies and utility companies for Housing Authority properties. This report authorizes the Executive Director to execute a non-exclusive ten-year contract for easements with Comcast Sacramento I, LLC, a for-profit cable, telecommunication, and Internet service provider.

**Recommendation:** Adopt a Housing Authority Resolution: 1) authorizing the Executive Director to execute the Comcast Sacramento I, LLC Service and Compensation Agreements for easements (Agreements) set forth in Exhibit A for a term not to exceed ten years for City Housing Authority properties listed in Exhibit B, 2) authorizing the Executive Director to grant a non-exclusive easement, for a term not to exceed ten years, to Comcast Sacramento I, LLC, for the installation and servicing of the cabling and supporting equipment necessary for the provision of cable, telecommunications and internet services. 3) authorizing the Executive Director to amend the Housing Authority budget to receive and allocate the \$162,610 in one-time funds received in consideration of the Agreements to the properties which generated the easement revenue. The funds shall be expended from an approved or amended property-level budget, approved by the Executive Director or her designee, and 4) and making other related findings.

**Contact:** MaryLiz Paulson, Assistant Director, 440-1375; Mark Stephenson, Management Analyst, 916-449-6212

**Presenters:** not applicable

**Department:** Sacramento Housing and Redevelopment Agency

**Description/Analysis**

**Issue:** In 1991, via City Housing Authority Resolution # 91-036, the Housing Authority of the City of Sacramento granted the SHRA Executive Director authority to grant easements to public agencies and utility companies. During

## Easement Agreements with Comcast for Housing Authority Properties

the past twenty-two years significant advances in technology have made private enterprise demand for easements more valuable. Comcast Sacramento I, LLC is requesting a 10-year easement agreement with the Housing Authority for access to properties over 50 units. Easement agreements provide assurances to the internet and other digital service providers of rightful access to the property for equipment installation and routine maintenance services. In Comcast's case, this provider is willing to compensate the property owner for this access. These funds will be used for improvements to living conditions for residents.

**Policy Considerations:** The Comcast Service Agreement is non-exclusive, giving flexibility to receive offers from other vendors needing property easements and possibly providing other opportunities for revenue. California law also requires a Public Hearing to be held prior to executing an easement for use of public property. A Public Hearing was held before the Sacramento Housing and Redevelopment Commission on July 17, 2013.

### **Environmental Considerations:**

**California Environmental Quality Act (CEQA):** The recommended action is categorically exempt from CEQA review pursuant to CEQA Guidelines Section 15301 (a) and (b) as minor alterations to the interior and exterior of buildings for fiber optic and other cabling and supporting equipment in existing facilities.

**Sustainability Considerations:** Not applicable

**Other:** The National Environmental Policy Act (NEPA) does not apply.

**Commission Action:** At its meeting of July 17, 2013, the Sacramento Housing and Redevelopment Commission held a public hearing to receive public input and considered the staff recommendation for this item. The votes were as follows:

AYES:

NOES:

ABSENT:

**Rationale for Recommendation:** By authorizing the Executive Director to execute the non-exclusive Comcast easement agreement, the Housing Authority gains resources it would not have otherwise and incurs minimal inconvenience.

## Easement Agreements with Comcast for Housing Authority Properties

**Financial Considerations:** Comcast's ten year easement agreement calls for an up front, lump sum payment to each of the Authority's properties that are 50 units or larger. There are ten (10) properties with over 50 units in the City's Housing Authority's inventory. The total amount to be paid by Comcast Sacramento I to the City Housing Authority for all seven properties is \$162,610.

**M/WBE and Section 3 Considerations:** The activities recommended in this staff report do not involve federal funding; therefore, there are no M/WBE or Section 3 requirements. Should funds be added to new projects then M/WBE and Section 3 requirements will receive independent consideration.

Respectfully Submitted by:



LA SHELLE DOZIER  
Executive Director

### Table of Contents

Report	pg. 1
<b>Attachments</b>	
1 Housing Authority Resolution	pg. 4
Exhibit A - Service Agreements	pg. 6
Exhibit B - City Housing Authority Properties	pg. 106

July 13, 2013

## **RESOLUTION NO. 2013 -**

**Adopted by the Housing Authority of the City of Sacramento**

On date of

### **AUTHORIZATION TO EXECUTE NON-ECLUSIVE EASEMENT AGREEMENTS WITH COMCAST SACRAMENTO I LLC.**

#### **BACKGROUND**

- A. The Housing Authority of the City of Sacramento adopted Resolution # HA91-036 in 1991 to delegate authority for the Executive Director to grant easements to Utility Companies and Public Agencies.
- B. Over the past 22 years significant advancements in technology and changes in the legal environment have given private sector businesses incentive to enter into easement agreements to place and service their equipment.
- C. Comcast Sacramento I, LLC, a for-profit utility, has initiated discussions regarding ten-year easements for Housing Authority properties.
- D. The Executive Director's delegated authority only applies to public utility companies and public agencies. Authorization is needed from the Housing Authority Board for the Executive Director to execute the Comcast Service easement agreements.
- E. California law requires a Public Hearing prior to executing an easement. A duly noticed Public Hearing was held on July 17, 2013 at the Sacramento Housing and Redevelopment Agency Commission meeting to solicit public input.
- F. The recommended action to approve and grant an easement to provide fiber optic or other cabling and supporting equipment in existing facilities is categorically exempt from California Environmental Quality Act (CEQA) review pursuant to CEQA Guidelines Section 15301 (a) and (b) as minor alterations to the interior and exterior of buildings. The National Environmental Policy Act (NEPA) does not apply.

July 13, 2013

**BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE HOUSING  
AUTHORITY OF THE CITY OF SACRAMENTO RESOLVES AS FOLLOWS:**

- Section 1. The above declarations set forth in the above recitals including the environmental findings, are found to be true and correct.
- Section 2. The Executive Director is authorized to execute the Comcast Sacramento I, LLC Service and Compensation Agreements for easements (Agreements) set forth in Exhibit A for a term not to exceed ten years for City Housing Authority properties listed in Exhibit B.
- Section 3. The Executive Director is authorized to grant a non-exclusive easement, for a term not to exceed ten years, to Comcast Sacramento I, LLC, for the installation and servicing of the cabling and supporting equipment necessary for the provision of cable, telecommunications and internet services.
- Section 4. The Executive Director is authorized to amend the Housing Authority budget to receive and allocate the \$162,610 in one-time funds received in consideration of the Agreements to the properties which generated the easement revenue. The funds shall be expended from an approved or amended property-level budget, approved by the Executive Director or her designee.

Exhibit A – Services Agreements

Exhibit B – City Housing Authority Properties

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on August 1, 2013, by and between Comcast of Sacramento I, LLC (the "Company") and Housing Authority of the County of Sacramento (the "Owner") who owns or has control over certain real estate and improvements thereon located at 816 Revere Street Sacramento, CA 95818 (the "Premises"), commonly known as "New Helvetia," consisting of 360 residential units plus any units added or constructed in the future at this location.

The Company has been granted a franchise by an authorized governmental agency (the "Franchise Authority") to construct and operate a cable communications system in Sacramento, California (the "Franchise Area"). The Owner desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the "Services") and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

1. Wiring.

a) Premises Wiring. The Company has installed all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices up to and including the Company's tap (collectively, the "Company Wiring"). The cable home run wiring consisting of the coaxial wiring after the Company's tap to the first splitter within each unit and the cable home wiring consisting of the coaxial wiring after the first splitter within each unit have also been installed at the Premises. All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation of the wiring as set forth in this Section.

b) The System. The System shall consist of the Company Wiring and the cable home run wiring and cable home wiring.

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right, at its expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

d) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System except as otherwise provided in this Agreement.

e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring and cable home wiring is and will remain the property of the Owner.

2. Easement. The Owner has the authority to grant and does hereby grant to the Company a non-exclusive easement to operate the Company Wiring, and shall cause such easement to run with the Premises for the term of the Agreement and three (3) months thereafter. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.
3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises. For the purpose of this Agreement "bulk services" means (i) any and all Services that are provided to the residents at no charge, on a reduced rate or discounted basis in an oral or written agreement between the Owner and the service provider; (ii) any or all Services that are automatically provided to the residents as an amenity of the Premises; or (iii) any and all Services where a subscription to or purchase of such Services by the residents is required as a condition of their occupancy of the Premises. It is understood and acknowledged by the Company, however, that the restriction in this paragraph on Bulk Services does not apply to community rooms, common rooms and other spaces dedicated to after school programs, educational activities, job training and other such community service activities.
5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during

normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

7. Private Reception Devices. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device.
8. Interference. If any device or facility belonging to a resident or the Owner does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Services to the Premises or, at the Company's discretion, to the individual unit until such non-conformance is cured by the Owner or resident, as the case may be.
9. Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Owner and the Company and their respective successors and assigns for a term of 10 years from the date first set forth above. This Agreement shall automatically renew for successive periods of 2 months unless either party shall provide the other with a minimum 60 days notice of its intention not to renew at the end of the then current term.
10. Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Owner with a certificate evidencing such insurance.
11. Indemnification. The Company shall indemnify, defend and hold harmless the Owner, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the Company or its personnel, directors, agents or representatives in the operation or maintenance of the System, the Services provided to residents at the Premises pursuant to this Agreement or a breach of this Agreement. The Owner shall indemnify, defend and hold harmless the Company, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of Owner, its personnel, directors, agents and representatives in the operation or maintenance of the Premises or a breach of this Agreement.
12. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. Termination.
  - a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have 60 days to either (i) notify the non-defaulting party that no default occurred and provide reasonable proof thereof, (ii) cure the default, or (iii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In



the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

c) In the event the Owner loses state or federal authorization to operate the Premises, this Agreement shall terminate automatically without any further liability to Owner.

14. Removal of Company Wiring. Upon termination of this Agreement for any reason, the Company shall have a period of 3 months in which it shall be entitled but not required to remove the Company Wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

15. Marketing Support. The term "Marketing Support" shall include, the Owner's display and presentation of the Company's marketing materials for the Company's services to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company. Owner will ensure marketing materials will be made available to prospective and existing residents in the site's management office in a mutually agreed upon location. Owner is not expected to perform door-to-door delivery of Company's marketing materials.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-exclusive

16. Miscellaneous.

a) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Owner sells, assigns, transfers or otherwise conveys the Premises to a third party, the Owner shall give the Company prior written notice of such change of ownership or control. The Owner shall cause any new owner or controlling party to expressly assume this Agreement and

agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the County of Sacramento  
801 12th Street  
Sacramento, CA 95814  
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC  
3055 Comcast Place  
Livermore, CA 94551  
Attn.: MDU Operations Manager

With a copy to:

Comcast Cable Communications, LLC  
One Comcast Center  
Philadelphia, PA 19103  
Attn.: General Counsel

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 16(e), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct

its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

h) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

i) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST

Housing Authority of the County of  
Sacramento

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: La Shelle Dozier  
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Elaine Barden  
Title: Regional VP, Sales and Marketing

EXHIBIT A

(see attached)

THIS PAGE IS LEFT BLANK INTENTIONALLY

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

**Comcast of Sacramento I, LLC  
3055 Comcast Place  
Livermore, CA 94551  
Attention: Contracts/BSG Manager**

**Documentary Transfer Tax: \$0. NO  
VALUE. No Consideration Based on  
Full Value. R&T Code §11911**

**Signature of Declarant  
On behalf of Comcast or its affiliates**

**APN: 009-0030-039-0000**

**(SPACE ABOVE FOR RECORDER'S USE)**

**GRANT OF EASEMENT**

This Grant of Easement (the "Easement") dated August 1, 2013, is made by and between Comcast of Sacramento I, LLC, its successors and assigns ("Grantee") and Housing Authority of the County of Sacramento ("Grantor").

The Grantor and the Grantee are parties to a Services Agreement dated August 1, 2013 (the "Agreement") pursuant to which the Grantee provides certain broadband communications services to the property described below (the "Premises").

In consideration of One Dollar (\$1.00), the Grantor, hereby grants and conveys to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located in Sacramento County, California described as follows:

Address Range(s) and Street(s): 816 Revere Street  
City / State / Zip Code: Sacramento, CA 95818  
APN(s): 009-0030-039-0000 (if multiple APN's, include in legal description)  
Commonly Known As: New Helvetia

**LEGAL DESCRIPTION:**  
(See Attachment A)

The Grantor agrees for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with the Company Wiring and shall have free access to the Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on the Premises, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for the term of the Agreement and three (3) months thereafter.

**GRANTOR:**

Housing Authority of the County of Sacramento

By: \_\_\_\_\_  
Name: La Shelle Dozier  
Title: Executive Director

**ATTACHMENT A**

**LEGAL DESCRIPTION**

**A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO CURRENTLY  
HAVING A TAX ASSESSOR NUMBER OF 009-0030-039-0000 AND BEING THE SAME PROPERTY MORE  
FULLY DESCRIBED AS POR WRIGHT & KIMBROUGH INDUSTRIAL TR BOUNDED ON N BY MARSH ST ON E  
BY RINGGOLD ST ON S AND W BY KIT CARSON ST AS SHOWN ON O S BK 29 PG 24 FORM P AR POR 009-  
311-02 & 06 POR 009-030-05.**





**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,

(here insert name and title of the officer)

Personally appeared \_\_\_\_\_

Name(s) of Signer(s)

\_\_\_\_\_,  
 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 \_\_\_\_\_

(Seal)

**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,

(here insert name and title of the officer)

Personally appeared \_\_\_\_\_

Name(s) of Signer(s)

\_\_\_\_\_,  
 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 \_\_\_\_\_

(Seal)

## COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on August 1, 2013, by and between Comcast of Sacramento I, LLC (the "Company"), and Housing Authority of the County of Sacramento, (the "Owner"), who owns or has control over certain real estate and improvements thereon located at 816 Revere Street Sacramento, CA 95818 (the "Premises") consisting of 360 units.

WHEREAS, the Company and the Owner desire to enter into a(n) Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the Owner a per unit fee as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. As consideration for the Owner entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Owner a per unit fee of \$115.00 (total \$41,400.00 (the "Per Unit Compensation")) payable within 45 days after the execution of this Compensation Agreement and Agreement by both parties. The Owner shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.
2. The Owner's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.
3. The Owner represents, warrants and covenants to the Company that:
  - a) The Owner is validly existing and in good standing under the laws of the jurisdiction in which it is organized.
  - b) The Owner has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.
4. In the event either party defaults in the performance of this Compensation Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Compensation Agreement which gives rise to the default. The defaulting party shall have 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. If the defaulting party fails to do so within the time frames specified in the preceding sentence, the non-defaulting party may terminate this Compensation Agreement.

5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the Owner, (i) this Compensation Agreement shall terminate immediately, (ii) the Owner's right to receive the Per Unit Compensation shall terminate immediately and (iii) the Owner shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.

6. This Compensation Agreement may not be assigned by the Owner, without the prior written consent of the Company.

7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.

8. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the County of Sacramento  
801 12th Street  
Sacramento, CA 95814  
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC  
3055 Comcast Place  
Livermore, CA 94551  
Attn.: MDU Operations Manager

With a copy to:

Comcast Cable Communications, LLC  
One Comcast Center  
Philadelphia, PA 19103  
Attn.: General Counsel

9. Each party agrees to keep the terms and conditions of this Compensation Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency

subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

10. This Compensation Agreement constitutes the entire agreement between the parties regarding the Per Unit Compensation and supersedes all prior agreements, promises and understandings, whether oral or written. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

11. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Compensation Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST:

Housing Authority of the County of  
Sacramento

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: La Shelle Dozier  
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Elaine Barden  
Title: Regional VP, Sales and Marketing

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on August 1, 2013, by and between Comcast of Sacramento I, LLC (the "Company") and Housing Authority of the County of Sacramento (the "Owner") who owns or has control over certain real estate and improvements thereon located at 1725 K Street Sacramento, CA 95811 (the "Premises"), commonly known as "Comstock," consisting of 80 residential units plus any units added or constructed in the future at this location.

The Company has been granted a franchise by an authorized governmental agency (the "Franchise Authority") to construct and operate a cable communications system in Sacramento, California (the "Franchise Area"). The Owner desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the "Services") and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

1. Wiring.

a) Premises Wiring. The Company has installed all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices up to and including the Company's tap (collectively, the "Company Wiring"). The cable home run wiring consisting of the coaxial wiring after the Company's tap to the first splitter within each unit and the cable home wiring consisting of the coaxial wiring after the first splitter within each unit have also been installed at the Premises. All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation of the wiring as set forth in this Section.

b) The System. The System shall consist of the Company Wiring and the cable home run wiring and cable home wiring.

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right, at its expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

d) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System except as otherwise provided in this Agreement.

e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring and cable home wiring is and will remain the property of the Owner.

2. Easement. The Owner has the authority to grant and does hereby grant to the Company a non-exclusive easement to operate the Company Wiring, and shall cause such easement to run with the Premises for the term of the Agreement and three (3) months thereafter. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.
3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises. For the purpose of this Agreement "bulk services" means (i) any and all Services that are provided to the residents at no charge, on a reduced rate or discounted basis in an oral or written agreement between the Owner and the service provider; (ii) any or all Services that are automatically provided to the residents as an amenity of the Premises; or (iii) any and all Services where a subscription to or purchase of such Services by the residents is required as a condition of their occupancy of the Premises. It is understood and acknowledged by the Company, however, that the restriction in this paragraph on Bulk Services does not apply to community rooms, common rooms and other spaces dedicated to after school programs, educational activities, job training and other such community service activities.
5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during



normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

7. Private Reception Devices. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device.
8. Interference. If any device or facility belonging to a resident or the Owner does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Services to the Premises or, at the Company's discretion, to the individual unit until such non-conformance is cured by the Owner or resident, as the case may be.
9. Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Owner and the Company and their respective successors and assigns for a term of 10 years from the date first set forth above. This Agreement shall automatically renew for successive periods of 2 months unless either party shall provide the other with a minimum 60 days notice of its intention not to renew at the end of the then current term.
10. Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Owner with a certificate evidencing such insurance.
11. Indemnification. The Company shall indemnify, defend and hold harmless the Owner, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the Company or its personnel, directors, agents or representatives in the operation or maintenance of the System, the Services provided to residents at the Premises pursuant to this Agreement or a breach of this Agreement. The Owner shall indemnify, defend and hold harmless the Company, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of Owner, its personnel, directors, agents and representatives in the operation or maintenance of the Premises or a breach of this Agreement.
12. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. Termination.
  - a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have 60 days to either (i) notify the non-defaulting party that no default occurred and provide reasonable proof thereof, (ii) cure the default, or (iii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In

the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

c) In the event the Owner loses state or federal authorization to operate the Premises, this Agreement shall terminate automatically without any further liability to Owner.

14. Removal of Company Wiring. Upon termination of this Agreement for any reason, the Company shall have a period of 3 months in which it shall be entitled but not required to remove the Company Wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

15. Marketing Support. The term "Marketing Support" shall include, the Owner's display and presentation of the Company's marketing materials for the Company's services to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company. Owner will ensure marketing materials will be made available to prospective and existing residents in the site's management office in a mutually agreed upon location. Owner is not expected to perform door-to-door delivery of Company's marketing materials.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-exclusive

16. Miscellaneous.

a) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Owner sells, assigns, transfers or otherwise conveys the Premises to a third party, the Owner shall give the Company prior written notice of such change of ownership or control. The Owner shall cause any new owner or controlling party to expressly assume this Agreement and

agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the County of Sacramento  
801 12th Street  
Sacramento, CA 95814  
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC  
3055 Comcast Place  
Livermore, CA 94551  
Attn.: MDU Operations Manager

With a copy to:

Comcast Cable Communications, LLC  
One Comcast Center  
Philadelphia, PA 19103  
Attn.: General Counsel

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 16(e), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct

its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

h) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

i) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST

Housing Authority of the County of  
Sacramento

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: La Shelle Dozier  
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Elaine Barden  
Title: Regional VP, Sales and Marketing

EXHIBIT A

(see attached)

THIS PAGE IS LEFT BLANK INTENTIONALLY

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

**Comcast of Sacramento I, LLC  
3055 Comcast Place  
Livermore, CA 94551  
Attention: Contracts/BSG Manager**

**Documentary Transfer Tax: \$0. NO  
VALUE. No Consideration Based on  
Full Value. R&T Code §11911**

**Signature of Declarant  
On behalf of Comcast or its affiliates**

**APN: 006-0125-011-0000**

**(SPACE ABOVE FOR RECORDER'S USE)**

**GRANT OF EASEMENT**

This Grant of Easement (the "Easement") dated August 1, 2013, is made by and between Comcast of Sacramento I, LLC, its successors and assigns ("Grantee") and Housing Authority of the County of Sacramento ("Grantor").

The Grantor and the Grantee are parties to a Services Agreement dated August 1, 2013 (the "Agreement") pursuant to which the Grantee provides certain broadband communications services to the property described below (the "Premises").

In consideration of One Dollar (\$1.00), the Grantor, hereby grants and conveys to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located in Sacramento County, California described as follows:

Address Range(s) and Street(s): 1725 K Street  
City / State / Zip Code: Sacramento, CA 95811  
APN(s): 006-0125-011-0000 (if multiple APN's, include in legal description)  
Commonly Known As: Comstock

**LEGAL DESCRIPTION:**  
(See Attachment A)

The Grantor agrees for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with the Company Wiring and shall have free access to the Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on the Premises, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for the term of the Agreement and three (3) months thereafter.

**GRANTOR:**

Housing Authority of the County of Sacramento

By: \_\_\_\_\_  
Name: La Shelle Dozier  
Title: Executive Director



**ATTACHMENT A**

**LEGAL DESCRIPTION**

**A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, WITH A SITUS ADDRESS OF 1715 K ST, SACRAMENTO, CA 95811 CURRENTLY OWNED BY HOUSING AUTHORITY COUNTY OF SACRAMENTO HAVING A TAX ASSESSOR NUMBER OF 006-0125-011-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS E.30 FT.LOT 7 BLK.J & K 17 & 18.**



**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,

(here insert name and title of the officer)

Personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

\_\_\_\_\_,  
 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 \_\_\_\_\_  
 (Seal)

**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,

(here insert name and title of the officer)

Personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

\_\_\_\_\_,  
 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 \_\_\_\_\_  
 (Seal)

## COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on August 1, 2013, by and between Comcast of Sacramento I, LLC (the "Company"), and Housing Authority of the County of Sacramento, (the "Owner"), who owns or has control over certain real estate and improvements thereon located at 1725 K Street Sacramento, CA 95811 (the "Premises") consisting of 80 units.

WHEREAS, the Company and the Owner desire to enter into a(n) Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the Owner a per unit fee as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. As consideration for the Owner entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Owner a per unit fee of \$115.00 (total \$9,200.00 (the "Per Unit Compensation")) payable within 45 days after the execution of this Compensation Agreement and Agreement by both parties. The Owner shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.
2. The Owner's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.
3. The Owner represents, warrants and covenants to the Company that:
  - a) The Owner is validly existing and in good standing under the laws of the jurisdiction in which it is organized.
  - b) The Owner has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.
4. In the event either party defaults in the performance of this Compensation Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Compensation Agreement which gives rise to the default. The defaulting party shall have 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. If the defaulting party fails to do so within the time frames specified in the preceding sentence, the non-defaulting party may terminate this Compensation Agreement.

5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the Owner, (i) this Compensation Agreement shall terminate immediately, (ii) the Owner's right to receive the Per Unit Compensation shall terminate immediately and (iii) the Owner shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.

6. This Compensation Agreement may not be assigned by the Owner, without the prior written consent of the Company.

7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.

8. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the County of Sacramento  
801 12th Street  
Sacramento, CA 95814  
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC  
3055 Comcast Place  
Livermore, CA 94551  
Attn.: MDU Operations Manager

With a copy to:

Comcast Cable Communications, LLC  
One Comcast Center  
Philadelphia, PA 19103  
Attn.: General Counsel

9. Each party agrees to keep the terms and conditions of this Compensation Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency

subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

10. This Compensation Agreement constitutes the entire agreement between the parties regarding the Per Unit Compensation and supersedes all prior agreements, promises and understandings, whether oral or written. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

11. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Compensation Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST:

Housing Authority of the County of  
Sacramento

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: La Shelle Dozier  
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Elaine Barden  
Title: Regional VP, Sales and Marketing

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on August 1, 2013, by and between Comcast of Sacramento I, LLC (the "Company") and Housing Authority of the County of Sacramento (the "Owner") who owns or has control over certain real estate and improvements thereon located at 1107 23<sup>rd</sup> Street Sacramento, CA 95816 (the "Premises"), commonly known as "Sierra Vista," consisting of 78 residential units plus any units added or constructed in the future at this location.

The Company has been granted a franchise by an authorized governmental agency (the "Franchise Authority") to construct and operate a cable communications system in Sacramento, California (the "Franchise Area"). The Owner desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the "Services") and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

1. Wiring.

a) Premises Wiring. The Company has installed all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices up to and including the Company's tap (collectively, the "Company Wiring"). The cable home run wiring consisting of the coaxial wiring after the Company's tap to the first splitter within each unit and the cable home wiring consisting of the coaxial wiring after the first splitter within each unit have also been installed at the Premises. All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation of the wiring as set forth in this Section.

b) The System. The System shall consist of the Company Wiring and the cable home run wiring and cable home wiring.

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right, at its expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.



d) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System except as otherwise provided in this Agreement.

e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring and cable home wiring is and will remain the property of the Owner.

2. Easement. The Owner has the authority to grant and does hereby grant to the Company a non-exclusive easement to operate the Company Wiring, and shall cause such easement to run with the Premises for the term of the Agreement and three (3) months thereafter. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.
3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises. For the purpose of this Agreement "bulk services" means (i) any and all Services that are provided to the residents at no charge, on a reduced rate or discounted basis in an oral or written agreement between the Owner and the service provider; (ii) any or all Services that are automatically provided to the residents as an amenity of the Premises; or (iii) any and all Services where a subscription to or purchase of such Services by the residents is required as a condition of their occupancy of the Premises. It is understood and acknowledged by the Company, however, that the restriction in this paragraph on Bulk Services does not apply to community rooms, common rooms and other spaces dedicated to after school programs, educational activities, job training and other such community service activities.
5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during

normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

7. Private Reception Devices. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device.
8. Interference. If any device or facility belonging to a resident or the Owner does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Services to the Premises or, at the Company's discretion, to the individual unit until such non-conformance is cured by the Owner or resident, as the case may be.
9. Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Owner and the Company and their respective successors and assigns for a term of 10 years from the date first set forth above. This Agreement shall automatically renew for successive periods of 2 months unless either party shall provide the other with a minimum 60 days notice of its intention not to renew at the end of the then current term.
10. Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Owner with a certificate evidencing such insurance.
11. Indemnification. The Company shall indemnify, defend and hold harmless the Owner, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the Company or its personnel, directors, agents or representatives in the operation or maintenance of the System, the Services provided to residents at the Premises pursuant to this Agreement or a breach of this Agreement. The Owner shall indemnify, defend and hold harmless the Company, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of Owner, its personnel, directors, agents and representatives in the operation or maintenance of the Premises or a breach of this Agreement.
12. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. Termination.
  - a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have 60 days to either (i) notify the non-defaulting party that no default occurred and provide reasonable proof thereof, (ii) cure the default, or (iii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In

the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

c) In the event the Owner loses state or federal authorization to operate the Premises, this Agreement shall terminate automatically without any further liability to Owner.

14. Removal of Company Wiring. Upon termination of this Agreement for any reason, the Company shall have a period of 3 months in which it shall be entitled but not required to remove the Company Wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

15. Marketing Support. The term "Marketing Support" shall include, the Owner's display and presentation of the Company's marketing materials for the Company's services to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company. Owner will ensure marketing materials will be made available to prospective and existing residents in the site's management office in a mutually agreed upon location. Owner is not expected to perform door-to-door delivery of Company's marketing materials.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-exclusive

16. Miscellaneous.

a) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Owner sells, assigns, transfers or otherwise conveys the Premises to a third party, the Owner shall give the Company prior written notice of such change of ownership or control. The Owner shall cause any new owner or controlling party to expressly assume this Agreement and

agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the County of Sacramento  
801 12th Street  
Sacramento, CA 95814  
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC  
3055 Comcast Place  
Livermore, CA 94551  
Attn.: MDU Operations Manager

With a copy to:

Comcast Cable Communications, LLC  
One Comcast Center  
Philadelphia, PA 19103  
Attn.: General Counsel

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 16(e), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct

its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

h) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

i) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST

Housing Authority of the County of  
Sacramento

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: La Shelle Dozier  
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Elaine Barden  
Title: Regional VP, Sales and Marketing

EXHIBIT A

(see attached)

THIS PAGE IS LEFT BLANK INTENTIONALLY

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

**Comcast of Sacramento I, LLC  
3055 Comcast Place  
Livermore, CA 94551  
Attention: Contracts/BSG Manager**

**Documentary Transfer Tax: \$0. NO  
VALUE. No Consideration Based on  
Full Value. R&T Code §11911**

**Signature of Declarant  
On behalf of Comcast or its affiliates**

**APN: 007-0096-002-0000**

**(SPACE ABOVE FOR RECORDER'S USE)**

**GRANT OF EASEMENT**

This Grant of Easement (the "Easement") dated August 1, 2013, is made by and between Comcast of Sacramento I, LLC, its successors and assigns ("Grantee") and Housing Authority of the County of Sacramento ("Grantor").

The Grantor and the Grantee are parties to a Services Agreement dated August 1, 2013 (the "Agreement") pursuant to which the Grantee provides certain broadband communications services to the property described below (the "Premises").

In consideration of One Dollar (\$1.00), the Grantor, hereby grants and conveys to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located in Sacramento County, California described as follows:

Address Range(s) and Street(s): 1107 23rd Street

City / State / Zip Code: Sacramento, CA 95816

APN(s): 007-0096-002-0000 (if multiple APN's, include in legal description)

Commonly Known As: Sierra Vista



**LEGAL DESCRIPTION:**  
(See Attachment A)

The Grantor agrees for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with the Company Wiring and shall have free access to the Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on the Premises, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for the term of the Agreement and three (3) months thereafter.

**GRANTOR:**

Housing Authority of the County of Sacramento

By: \_\_\_\_\_  
Name: La Shelle Dozier  
Title: Executive Director

**ATTACHMENT A**

**LEGAL DESCRIPTION**

**A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, WITH A SITUS ADDRESS OF 1115 23RD ST, SACRAMENTO, CA 95816 CURRENTLY OWNED BY HOUSING AUTHORITY COUNTY OF SACRAMENTO HAVING A TAX ASSESSOR NUMBER OF 007-0096-002-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS W. 1/2 LOT 2 BLK. K & L 23 & 24.**



**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)Personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

\_\_\_\_\_,  
 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 \_\_\_\_\_  
(Seal)**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)Personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

\_\_\_\_\_,  
 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 \_\_\_\_\_  
(Seal)

## COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on August 1, 2013, by and between Comcast of Sacramento I, LLC (the "Company"), and Housing Authority of the County of Sacramento, (the "Owner"), who owns or has control over certain real estate and improvements thereon located at 1107 23rd Street Sacramento, CA 95816 (the "Premises") consisting of 78 units.

WHEREAS, the Company and the Owner desire to enter into a(n) Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the Owner a per unit fee as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. As consideration for the Owner entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Owner a per unit fee of \$115.00 (total \$8,970.00 (the "Per Unit Compensation")) payable within 45 days after the execution of this Compensation Agreement and Agreement by both parties. The Owner shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.
2. The Owner's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.
3. The Owner represents, warrants and covenants to the Company that:
  - a) The Owner is validly existing and in good standing under the laws of the jurisdiction in which it is organized.
  - b) The Owner has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.
4. In the event either party defaults in the performance of this Compensation Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Compensation Agreement which gives rise to the default. The defaulting party shall have 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. If the defaulting party fails to do so within the time frames specified in the preceding sentence, the non-defaulting party may terminate this Compensation Agreement.

5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the Owner, (i) this Compensation Agreement shall terminate immediately, (ii) the Owner's right to receive the Per Unit Compensation shall terminate immediately and (iii) the Owner shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.

6. This Compensation Agreement may not be assigned by the Owner, without the prior written consent of the Company.

7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.

8. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the County of Sacramento  
801 12th Street  
Sacramento, CA 95814  
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC  
3055 Comcast Place  
Livermore, CA 94551  
Attn.: MDU Operations Manager

With a copy to:

Comcast Cable Communications, LLC  
One Comcast Center  
Philadelphia, PA 19103  
Attn.: General Counsel

9. Each party agrees to keep the terms and conditions of this Compensation Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency

subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

10. This Compensation Agreement constitutes the entire agreement between the parties regarding the Per Unit Compensation and supersedes all prior agreements, promises and understandings, whether oral or written. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

11. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Compensation Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST:

Housing Authority of the County of  
Sacramento

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: La Shelle Dozier  
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Elaine Barden  
Title: Regional VP, Sales and Marketing



## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on August 1, 2013, by and between Comcast of Sacramento I, LLC (the "Company") and Housing Authority of the County of Sacramento (the "Owner") who owns or has control over certain real estate and improvements thereon located at 1 Clauss Court Sacramento, CA 95820 (the "Premises"), commonly known as "Colonial Heights," consisting of 80 residential units plus any units added or constructed in the future at this location.

The Company has been granted a franchise by an authorized governmental agency (the "Franchise Authority") to construct and operate a cable communications system in Sacramento, California (the "Franchise Area"). The Owner desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the "Services") and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

1. Wiring.

a) Premises Wiring. The Company has installed all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices up to and including the Company's tap (collectively, the "Company Wiring"). The cable home run wiring consisting of the coaxial wiring after the Company's tap to the first splitter within each unit and the cable home wiring consisting of the coaxial wiring after the first splitter within each unit have also been installed at the Premises. All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation of the wiring as set forth in this Section.

b) The System. The System shall consist of the Company Wiring and the cable home run wiring and cable home wiring.

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right, at its expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

- d) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System except as otherwise provided in this Agreement.
- e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring and cable home wiring is and will remain the property of the Owner.
2. Easement. The Owner has the authority to grant and does hereby grant to the Company a non-exclusive easement to operate the Company Wiring, and shall cause such easement to run with the Premises for the term of the Agreement and three (3) months thereafter. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.
  3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
  4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises. For the purpose of this Agreement "bulk services" means (i) any and all Services that are provided to the residents at no charge, on a reduced rate or discounted basis in an oral or written agreement between the Owner and the service provider; (ii) any or all Services that are automatically provided to the residents as an amenity of the Premises; or (iii) any and all Services where a subscription to or purchase of such Services by the residents is required as a condition of their occupancy of the Premises. It is understood and acknowledged by the Company, however, that the restriction in this paragraph on Bulk Services does not apply to community rooms, common rooms and other spaces dedicated to after school programs, educational activities, job training and other such community service activities.
  5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
  6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during

normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

7. Private Reception Devices. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device.
8. Interference. If any device or facility belonging to a resident or the Owner does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Services to the Premises or, at the Company's discretion, to the individual unit until such non-conformance is cured by the Owner or resident, as the case may be.
9. Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Owner and the Company and their respective successors and assigns for a term of 10 years from the date first set forth above. This Agreement shall automatically renew for successive periods of 2 months unless either party shall provide the other with a minimum 60 days notice of its intention not to renew at the end of the then current term.
10. Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Owner with a certificate evidencing such insurance.
11. Indemnification. The Company shall indemnify, defend and hold harmless the Owner, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the Company or its personnel, directors, agents or representatives in the operation or maintenance of the System, the Services provided to residents at the Premises pursuant to this Agreement or a breach of this Agreement. The Owner shall indemnify, defend and hold harmless the Company, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of Owner, its personnel, directors, agents and representatives in the operation or maintenance of the Premises or a breach of this Agreement.
12. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. Termination.
  - a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have 60 days to either (i) notify the non-defaulting party that no default occurred and provide reasonable proof thereof, (ii) cure the default, or (iii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In

the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

c) In the event the Owner loses state or federal authorization to operate the Premises, this Agreement shall terminate automatically without any further liability to Owner.

14. Removal of Company Wiring. Upon termination of this Agreement for any reason, the Company shall have a period of 3 months in which it shall be entitled but not required to remove the Company Wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

15. Marketing Support. The term "Marketing Support" shall include, the Owner's display and presentation of the Company's marketing materials for the Company's services to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company. Owner will ensure marketing materials will be made available to prospective and existing residents in the site's management office in a mutually agreed upon location. Owner is not expected to perform door-to-door delivery of Company's marketing materials.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-exclusive

16. Miscellaneous.

a) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Owner sells, assigns, transfers or otherwise conveys the Premises to a third party, the Owner shall give the Company prior written notice of such change of ownership or control. The Owner shall cause any new owner or controlling party to expressly assume this Agreement and

agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the County of Sacramento  
801 12th Street  
Sacramento, CA 95814  
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC  
3055 Comcast Place  
Livermore, CA 94551  
Attn.: MDU Operations Manager

With a copy to:

Comcast Cable Communications, LLC  
One Comcast Center  
Philadelphia, PA 19103  
Attn.: General Counsel

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 16(e), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct

its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

h) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

i) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST

Housing Authority of the County of  
Sacramento

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: La Shelle Dozier  
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Elaine Barden  
Title: Regional VP, Sales and Marketing

EXHIBIT A

(see attached)

THIS PAGE IS LEFT BLANK INTENTIONALLY



**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

**Comcast of Sacramento I, LLC  
3055 Comcast Place  
Livermore, CA 94551  
Attention: Contracts/BSG Manager**

**Documentary Transfer Tax: \$0. NO  
VALUE. No Consideration Based on  
Full Value. R&T Code §11911**

**Signature of Declarant  
On behalf of Comcast or its affiliates**

**APN: 022-0280-019-0000**

**(SPACE ABOVE FOR RECORDER'S USE)**

**GRANT OF EASEMENT**

This Grant of Easement (the "Easement") dated August 1, 2013, is made by and between Comcast of Sacramento I, LLC, its successors and assigns ("Grantee") and Housing Authority of the County of Sacramento ("Grantor").

The Grantor and the Grantee are parties to a Services Agreement dated August 1, 2013 (the "Agreement") pursuant to which the Grantee provides certain broadband communications services to the property described below (the "Premises").

In consideration of One Dollar (\$1.00), the Grantor, hereby grants and conveys to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located in Sacramento County, California described as follows:

Address Range(s) and Street(s): 1 Clauss Court  
City / State / Zip Code: Sacramento, CA 95820  
APN(s): 022-0280-019-0000 (if multiple APN's, include in legal description)  
Commonly Known As: Colonial Heights

**LEGAL DESCRIPTION:**  
(See Attachment A)

The Grantor agrees for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with the Company Wiring and shall have free access to the Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on the Premises, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for the term of the Agreement and three (3) months thereafter.

**GRANTOR:**

Housing Authority of the County of Sacramento

By: \_\_\_\_\_  
Name: La Shelle Dozier  
Title: Executive Director

**ATTACHMENT A**

**LEGAL DESCRIPTION**

**A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, WITH A SITUS ADDRESS OF 1 CLAUSS CT, SACRAMENTO, CA 95820-5417 CURRENTLY OWNED BY HOUSING AUTHORITY COUNTY OF SACRAMENTO HAVING A TAX ASSESSOR NUMBER OF 022-0280-019-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS POR SE 1/4 SEC 20 T 8 N R 5 E MDB&M BEG AT THE S E COR LOT 96 FRUITRIDGE OAKS UNIT NO 1 TH CURVIN G TO RIGHT ON AN ARC OF 2730 FT RAD SUBT BY A CH ORD BEARING N 62°42'38"E 138.42 FT TH N 19°09'25 "W 277.90 FT TH N 70°20'45"E 348.63 FT TH N 19°09'25" W 211.11 FT TH N 88°38'10" W 446.56 FT TH S 01°20'56"W 74.78 FT TH S 61°43'30"W 135.49 FT TH S 28°16'30" E 584.03 FT TO POB EXC POR R/W DE EDED TO CITY OF SACRAMENTO DESC IN BK 710519/452 FORM PAR 022-280-12.**



**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,

(here insert name and title of the officer)

Personally appeared \_\_\_\_\_

Name(s) of Signer(s)

\_\_\_\_\_,  
 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 \_\_\_\_\_  
 (Seal)

**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,

(here insert name and title of the officer)

Personally appeared \_\_\_\_\_

Name(s) of Signer(s)

\_\_\_\_\_,  
 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 \_\_\_\_\_  
 (Seal)

## COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on August 1, 2013, by and between Comcast of Sacramento I, LLC (the "Company"), and Housing Authority of the County of Sacramento, (the "Owner"), who owns or has control over certain real estate and improvements thereon located at 1 Clauss Court Sacramento, CA 95820 (the "Premises") consisting of 80 units.

WHEREAS, the Company and the Owner desire to enter into a(n) Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the Owner a per unit fee as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. As consideration for the Owner entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Owner a per unit fee of \$115.00 (total \$9,200.00 (the "Per Unit Compensation")) payable within 45 days after the execution of this Compensation Agreement and Agreement by both parties. The Owner shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.

2. The Owner's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.

3. The Owner represents, warrants and covenants to the Company that:

a) The Owner is validly existing and in good standing under the laws of the jurisdiction in which it is organized.

b) The Owner has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.

4. In the event either party defaults in the performance of this Compensation Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Compensation Agreement which gives rise to the default. The defaulting party shall have 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. If the defaulting party fails to do so within the time frames specified in the preceding sentence, the non-defaulting party may terminate this Compensation Agreement.

5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the Owner, (i) this Compensation Agreement shall terminate immediately, (ii) the Owner's right to receive the Per Unit Compensation shall terminate immediately and (iii) the Owner shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.

6. This Compensation Agreement may not be assigned by the Owner, without the prior written consent of the Company.

7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.

8. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the County of Sacramento  
801 12th Street  
Sacramento, CA 95814  
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC  
3055 Comcast Place  
Livermore, CA 94551  
Attn.: MDU Operations Manager

With a copy to:

Comcast Cable Communications, LLC  
One Comcast Center  
Philadelphia, PA 19103  
Attn.: General Counsel

9. Each party agrees to keep the terms and conditions of this Compensation Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency

subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

10. This Compensation Agreement constitutes the entire agreement between the parties regarding the Per Unit Compensation and supersedes all prior agreements, promises and understandings, whether oral or written. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

11. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

[the remainder of this page left blank intentionally]



IN WITNESS WHEREOF, the parties hereto have caused this Compensation Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST:

Housing Authority of the County of  
Sacramento

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: La Shelle Dozier  
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Elaine Barden  
Title: Regional VP, Sales and Marketing

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on August 1, 2013, by and between Comcast of Sacramento I, LLC (the "Company") and Housing Authority of the County of Sacramento (the "Owner") who owns or has control over certain real estate and improvements thereon located at 480 Redwood Ave Sacramento, CA 95815 (the "Premises"), commonly known as "Gibson Oaks," consisting of 80 residential units plus any units added or constructed in the future at this location.

The Company has been granted a franchise by an authorized governmental agency (the "Franchise Authority") to construct and operate a cable communications system in Sacramento, California (the "Franchise Area"). The Owner desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the "Services") and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

1. Wiring.

a) Premises Wiring. The Company has installed all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices up to and including the Company's tap (collectively, the "Company Wiring"). The cable home run wiring consisting of the coaxial wiring after the Company's tap to the first splitter within each unit and the cable home wiring consisting of the coaxial wiring after the first splitter within each unit have also been installed at the Premises. All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation of the wiring as set forth in this Section.

b) The System. The System shall consist of the Company Wiring and the cable home run wiring and cable home wiring.

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right, at its expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

d) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System except as otherwise provided in this Agreement.

e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring and cable home wiring is and will remain the property of the Owner.

2. Easement. The Owner has the authority to grant and does hereby grant to the Company a non-exclusive easement to operate the Company Wiring, and shall cause such easement to run with the Premises for the term of the Agreement and three (3) months thereafter. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.
3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises. For the purpose of this Agreement "bulk services" means (i) any and all Services that are provided to the residents at no charge, on a reduced rate or discounted basis in an oral or written agreement between the Owner and the service provider; (ii) any or all Services that are automatically provided to the residents as an amenity of the Premises; or (iii) any and all Services where a subscription to or purchase of such Services by the residents is required as a condition of their occupancy of the Premises. It is understood and acknowledged by the Company, however, that the restriction in this paragraph on Bulk Services does not apply to community rooms, common rooms and other spaces dedicated to after school programs, educational activities, job training and other such community service activities.
5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during

normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

7. Private Reception Devices. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device.
8. Interference. If any device or facility belonging to a resident or the Owner does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Services to the Premises or, at the Company's discretion, to the individual unit until such non-conformance is cured by the Owner or resident, as the case may be.
9. Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Owner and the Company and their respective successors and assigns for a term of 10 years from the date first set forth above. This Agreement shall automatically renew for successive periods of 2 months unless either party shall provide the other with a minimum 60 days notice of its intention not to renew at the end of the then current term.
10. Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Owner with a certificate evidencing such insurance.
11. Indemnification. The Company shall indemnify, defend and hold harmless the Owner, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the Company or its personnel, directors, agents or representatives in the operation or maintenance of the System, the Services provided to residents at the Premises pursuant to this Agreement or a breach of this Agreement. The Owner shall indemnify, defend and hold harmless the Company, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of Owner, its personnel, directors, agents and representatives in the operation or maintenance of the Premises or a breach of this Agreement.
12. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. Termination.

a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have 60 days to either (i) notify the non-defaulting party that no default occurred and provide reasonable proof thereof, (ii) cure the default, or (iii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In

the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

c) In the event the Owner loses state or federal authorization to operate the Premises, this Agreement shall terminate automatically without any further liability to Owner.

14. Removal of Company Wiring. Upon termination of this Agreement for any reason, the Company shall have a period of 3 months in which it shall be entitled but not required to remove the Company Wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

15. Marketing Support. The term "Marketing Support" shall include, the Owner's display and presentation of the Company's marketing materials for the Company's services to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company. Owner will ensure marketing materials will be made available to prospective and existing residents in the site's management office in a mutually agreed upon location. Owner is not expected to perform door-to-door delivery of Company's marketing materials.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-exclusive

16. Miscellaneous.

a) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Owner sells, assigns, transfers or otherwise conveys the Premises to a third party, the Owner shall give the Company prior written notice of such change of ownership or control. The Owner shall cause any new owner or controlling party to expressly assume this Agreement and

agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the County of Sacramento  
801 12th Street  
Sacramento, CA 95814  
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC  
3055 Comcast Place  
Livermore, CA 94551  
Attn.: MDU Operations Manager

With a copy to:

Comcast Cable Communications, LLC  
One Comcast Center  
Philadelphia, PA 19103  
Attn.: General Counsel

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 16(e), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct

its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

h) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

i) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST

Housing Authority of the County of  
Sacramento

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: La Shelle Dozier  
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Elaine Barden  
Title: Regional VP, Sales and Marketing



EXHIBIT A

(see attached)

THIS PAGE IS LEFT BLANK INTENTIONALLY

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

**Comcast of Sacramento I, LLC  
3055 Comcast Place  
Livermore, CA 94551  
Attention: Contracts/BSG Manager**

**Documentary Transfer Tax: \$0. NO  
VALUE. No Consideration Based on  
Full Value. R&T Code §11911**

**Signature of Declarant  
On behalf of Comcast or its affiliates**

**APN: 275-0032-003-0000**

**(SPACE ABOVE FOR RECORDER'S USE)**

**GRANT OF EASEMENT**

This Grant of Easement (the "Easement") dated August 1, 2013, is made by and between Comcast of Sacramento I, LLC, its successors and assigns ("Grantee") and Housing Authority of the County of Sacramento ("Grantor").

The Grantor and the Grantee are parties to a Services Agreement dated August 1, 2013 (the "Agreement") pursuant to which the Grantee provides certain broadband communications services to the property described below (the "Premises").

In consideration of One Dollar (\$1.00), the Grantor, hereby grants and conveys to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located in Sacramento County, California described as follows:

Address Range(s) and Street(s): 480 Redwood Ave

City / State / Zip Code: Sacramento, CA 95815

APN(s): 275-0032-003-0000 (if multiple APN's, include in legal description)

Commonly Known As: Gibson Oaks

**LEGAL DESCRIPTION:**

(See Attachment A)

The Grantor agrees for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with the Company Wiring and shall have free access to the Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on the Premises, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for the term of the Agreement and three (3) months thereafter.

**GRANTOR:**

Housing Authority of the County of Sacramento

By: \_\_\_\_\_  
Name: La Shelle Dozier  
Title: Executive Director

**ATTACHMENT A**

**LEGAL DESCRIPTION**

**A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, WITH A SITUS ADDRESS OF 480 REDWOOD AVE, SACRAMENTO, CA 95815-2963 CURRENTLY OWNED BY HOUSING AUTHORITY COUNTY OF SACRAMENTO HAVING A TAX ASSESSOR NUMBER OF 275-0032-003-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS POR BLK 34 NO SACTO SUB NO 9 BEG AT A PT LOC ON N'LY BNDRY OF SD BLK 34 FR WH THE PT OF INTERSEC OF C/L OF REDWOOD AVE & C/L OF FORREST ST BEARS NORTH 25 FT & EAST 55 FT TH FR SD POB SW'LY ALG A CURVE TO RIGHT ON AN ARC OF 30 FT RAD SUBT BY A CHORD WH BEARS S 45°00'00"E 42.43 FT THEN SOUTH 9.93 FT TH ALG A CURVE TO THE LEFT ON AN ARC OF 250 FT RAD SUBT BY A CHORD WH BEARS S 15°47'30"E 134.44 FT TH S64°26'34"W 375.15 FT TO A PT ON W'LY BNDRY OF SD BLK 34 TH NW'LY ALG A CURVE TO THE RIGHT ON AN ARC OF 700 FT RAD SUBT BY A CHORD WH BEARS N 07°51'00"W 191.21 FT TH N 113.29 FT TH ALG A CURVE TO RT ON AN ARC OF A 30 FT RAD SUBT BY A CHORD WH BEARS N 45°00'00"E 42.43 FT TH EAST 267.53 FT TO POB CONTG 2 AC M/L FORM PAR 275-032-01 .**



**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,

(here insert name and title of the officer)

Personally appeared \_\_\_\_\_

Name(s) of Signer(s)

\_\_\_\_\_,  
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 \_\_\_\_\_  
(Seal)

**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,

(here insert name and title of the officer)

Personally appeared \_\_\_\_\_

Name(s) of Signer(s)

\_\_\_\_\_,  
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 \_\_\_\_\_  
(Seal)

## COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on August 1, 2013, by and between Comcast of Sacramento I, LLC (the "Company"), and Housing Authority of the County of Sacramento, (the "Owner"), who owns or has control over certain real estate and improvements thereon located at 480 Redwood Ave Sacramento, CA 95815 (the "Premises") consisting of 80 units.

WHEREAS, the Company and the Owner desire to enter into a(n) Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the Owner a per unit fee as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. As consideration for the Owner entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Owner a per unit fee of \$115.00 (total \$9,200.00 (the "Per Unit Compensation")) payable within 45 days after the execution of this Compensation Agreement and Agreement by both parties. The Owner shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.
2. The Owner's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.
3. The Owner represents, warrants and covenants to the Company that:
  - a) The Owner is validly existing and in good standing under the laws of the jurisdiction in which it is organized.
  - b) The Owner has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.
4. In the event either party defaults in the performance of this Compensation Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Compensation Agreement which gives rise to the default. The defaulting party shall have 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. If the defaulting party fails to do so within the time frames specified in the preceding sentence, the non-defaulting party may terminate this Compensation Agreement.

5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the Owner, (i) this Compensation Agreement shall terminate immediately, (ii) the Owner's right to receive the Per Unit Compensation shall terminate immediately and (iii) the Owner shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.

6. This Compensation Agreement may not be assigned by the Owner, without the prior written consent of the Company.

7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.

8. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the County of Sacramento  
801 12th Street  
Sacramento, CA 95814  
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC  
3055 Comcast Place  
Livermore, CA 94551  
Attn.: MDU Operations Manager

With a copy to:

Comcast Cable Communications, LLC  
One Comcast Center  
Philadelphia, PA 19103  
Attn.: General Counsel

9. Each party agrees to keep the terms and conditions of this Compensation Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency



subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

10. This Compensation Agreement constitutes the entire agreement between the parties regarding the Per Unit Compensation and supersedes all prior agreements, promises and understandings, whether oral or written. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

11. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Compensation Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST:

Housing Authority of the County of  
Sacramento

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: La Shelle Dozier

Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: Elaine Barden

Title: Regional VP, Sales and Marketing

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on August 1, 2013, by and between Comcast of Sacramento I, LLC (the "Company") and Housing Authority of the County of Sacramento (the "Owner") who owns or has control over certain real estate and improvements thereon located at 1820 Capitol Avenue Sacramento, CA 95811 (the "Premises"), commonly known as "Capitol Terrace Apartments," consisting of 84 residential units plus any units added or constructed in the future at this location.

The Company has been granted a franchise by an authorized governmental agency (the "Franchise Authority") to construct and operate a cable communications system in Sacramento, California (the "Franchise Area"). The Owner desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the "Services") and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

1. Wiring.

a) Premises Wiring. The Company has installed all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices up to and including the Company's tap (collectively, the "Company Wiring"). The cable home run wiring consisting of the coaxial wiring after the Company's tap to the first splitter within each unit and the cable home wiring consisting of the coaxial wiring after the first splitter within each unit have also been installed at the Premises. All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission ("FCC") regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation of the wiring as set forth in this Section.

b) The System. The System shall consist of the Company Wiring and the cable home run wiring and cable home wiring.

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right, at its expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

d) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System except as otherwise provided in this Agreement.

e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring and cable home wiring is and will remain the property of the Owner.

2. Easement. The Owner has the authority to grant and does hereby grant to the Company a non-exclusive easement to operate the Company Wiring, and shall cause such easement to run with the Premises for the term of the Agreement and three (3) months thereafter. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.
3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises. For the purpose of this Agreement "bulk services" means (i) any and all Services that are provided to the residents at no charge, on a reduced rate or discounted basis in an oral or written agreement between the Owner and the service provider; (ii) any or all Services that are automatically provided to the residents as an amenity of the Premises; or (iii) any and all Services where a subscription to or purchase of such Services by the residents is required as a condition of their occupancy of the Premises. It is understood and acknowledged by the Company, however, that the restriction in this paragraph on Bulk Services does not apply to community rooms, common rooms and other spaces dedicated to after school programs, educational activities, job training and other such community service activities.
5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during

normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

7. Private Reception Devices. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device.
8. Interference. If any device or facility belonging to a resident or the Owner does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Services to the Premises or, at the Company's discretion, to the individual unit until such non-conformance is cured by the Owner or resident, as the case may be.
9. Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Owner and the Company and their respective successors and assigns for a term of 10 years from the date first set forth above. This Agreement shall automatically renew for successive periods of 2 months unless either party shall provide the other with a minimum 60 days notice of its intention not to renew at the end of the then current term.
10. Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Owner with a certificate evidencing such insurance.
11. Indemnification. The Company shall indemnify, defend and hold harmless the Owner, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the Company or its personnel, directors, agents or representatives in the operation or maintenance of the System, the Services provided to residents at the Premises pursuant to this Agreement or a breach of this Agreement. The Owner shall indemnify, defend and hold harmless the Company, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of Owner, its personnel, directors, agents and representatives in the operation or maintenance of the Premises or a breach of this Agreement.
12. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Termination.

a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have 60 days to either (i) notify the non-defaulting party that no default occurred and provide reasonable proof thereof, (ii) cure the default, or (iii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In

the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

c) In the event the Owner loses state or federal authorization to operate the Premises, this Agreement shall terminate automatically without any further liability to Owner.

14. Removal of Company Wiring. Upon termination of this Agreement for any reason, the Company shall have a period of 3 months in which it shall be entitled but not required to remove the Company Wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

15. Marketing Support. The term "Marketing Support" shall include, the Owner's display and presentation of the Company's marketing materials for the Company's services to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company. Owner will ensure marketing materials will be made available to prospective and existing residents in the site's management office in a mutually agreed upon location. Owner is not expected to perform door-to-door delivery of Company's marketing materials.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-exclusive

16. Miscellaneous.

a) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Owner sells, assigns, transfers or otherwise conveys the Premises to a third party, the Owner shall give the Company prior written notice of such change of ownership or control. The Owner shall cause any new owner or controlling party to expressly assume this Agreement and

agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the County of Sacramento  
801 12th Street  
Sacramento, CA 95814  
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC  
3055 Comcast Place  
Livermore, CA 94551  
Attn.: MDU Operations Manager

With a copy to:

Comcast Cable Communications, LLC  
One Comcast Center  
Philadelphia, PA 19103  
Attn.: General Counsel

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 16(e), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct

its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

h) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

i) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

[the remainder of this page left blank intentionally]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST

Housing Authority of the County of  
Sacramento

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: La Shelle Dozier  
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Elaine Barden  
Title: Regional VP, Sales and Marketing

EXHIBIT A

(see attached)

THIS PAGE IS LEFT BLANK INTENTIONALLY

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

**Comcast of Sacramento I, LLC  
3055 Comcast Place  
Livermore, CA 94551  
Attention: Contracts/BSG Manager**

**Documentary Transfer Tax: \$0. NO  
VALUE. No Consideration Based on  
Full Value. R&T Code §11911**

**Signature of Declarant  
On behalf of Comcast or its affiliates**

**APN: 007-0142-024-0000**

**(SPACE ABOVE FOR RECORDER'S USE)**

**GRANT OF EASEMENT**

This Grant of Easement (the "Easement") dated August 1, 2013, is made by and between Comcast of Sacramento I, LLC, its successors and assigns ("Grantee") and Housing Authority of the County of Sacramento ("Grantor").

The Grantor and the Grantee are parties to a Services Agreement dated August 1, 2013 (the "Agreement") pursuant to which the Grantee provides certain broadband communications services to the property described below (the "Premises").

In consideration of One Dollar (\$1.00), the Grantor, hereby grants and conveys to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located in Sacramento County, California described as follows:

Address Range(s) and Street(s): 1820 Capitol Avenue

City / State / Zip Code: Sacramento, CA 95811

APN(s): 007-0142-024-0000 (if multiple APN's, include in legal description)

Commonly Known As: Capitol Terrace Apartments

**LEGAL DESCRIPTION:**  
(See Attachment A)

The Grantor agrees for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with the Company Wiring and shall have free access to the Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on the Premises, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for the term of the Agreement and three (3) months thereafter.

**GRANTOR:**

Housing Authority of the County of Sacramento

By: \_\_\_\_\_  
Name: La Shelle Dozier  
Title: Executive Director

**ATTACHMENT A**

**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO HAVING A TAX ASSESSOR NUMBER OF 007-0142-024-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS E. 1/2 OF LOT 2 & LOT 3 BLK. M & N 18TH. & 19TH. STREET.

**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)Personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

\_\_\_\_\_,  
 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 \_\_\_\_\_  
 (Seal)

**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)Personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

\_\_\_\_\_,  
 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 \_\_\_\_\_  
 (Seal)

## COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this "Compensation Agreement") is made and entered into on August 1, 2013, by and between Comcast of Sacramento I, LLC (the "Company"), and Housing Authority of the County of Sacramento, (the "Owner"), who owns or has control over certain real estate and improvements thereon located at 1820 Capitol Avenue Sacramento, CA 95811 (the "Premises") consisting of 84 units.

WHEREAS, the Company and the Owner desire to enter into a(n) Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the Owner a per unit fee as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. As consideration for the Owner entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Owner a per unit fee of \$115.00 (total \$9,660.00 (the "Per Unit Compensation")) payable within 45 days after the execution of this Compensation Agreement and Agreement by both parties. The Owner shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.
2. The Owner's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.
3. The Owner represents, warrants and covenants to the Company that:
  - a) The Owner is validly existing and in good standing under the laws of the jurisdiction in which it is organized.
  - b) The Owner has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.
4. In the event either party defaults in the performance of this Compensation Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Compensation Agreement which gives rise to the default. The defaulting party shall have 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. If the defaulting party fails to do so within the time frames specified in the preceding sentence, the non-defaulting party may terminate this Compensation Agreement.

5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the Owner, (i) this Compensation Agreement shall terminate immediately, (ii) the Owner's right to receive the Per Unit Compensation shall terminate immediately and (iii) the Owner shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.

6. This Compensation Agreement may not be assigned by the Owner, without the prior written consent of the Company.

7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.

8. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the County of Sacramento  
801 12th Street  
Sacramento, CA 95814  
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC  
3055 Comcast Place  
Livermore, CA 94551  
Attn.: MDU Operations Manager

With a copy to:

Comcast Cable Communications, LLC  
One Comcast Center  
Philadelphia, PA 19103  
Attn.: General Counsel

9. Each party agrees to keep the terms and conditions of this Compensation Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency



subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

10. This Compensation Agreement constitutes the entire agreement between the parties regarding the Per Unit Compensation and supersedes all prior agreements, promises and understandings, whether oral or written. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

11. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Compensation Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST:

Housing Authority of the County of  
Sacramento

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: La Shelle Dozier  
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Elaine Barden  
Title: Regional VP, Sales and Marketing

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is made and entered into on August 1, 2013, by and between Comcast of Sacramento I, LLC (the "Company") and Housing Authority of the County of Sacramento (the "Owner") who owns or has control over certain real estate and improvements thereon located at 240 Seavey Circle Sacramento, CA 95818 (the "Premises"), commonly known as "Marina Vista," consisting of 391 residential units plus any units added or constructed in the future at this location.

The Company has been granted a franchise by an authorized governmental agency (the "Franchise Authority") to construct and operate a cable communications system in Sacramento, California (the "Franchise Area"). The Owner desires to provide broadband services to the Premises, including, but not limited to, multi-channel video, high speed data, information and voice services (collectively, the "Services") and the Company is willing to install, maintain and operate a broadband communications system for such purposes on the Premises in accordance with the terms and conditions below.

The parties, for good and valuable consideration, intending to be legally bound, agree as follows:

1. Wiring.

a) Premises Wiring. The Company has installed all facilities necessary to transmit the Services to the Premises, including, but not limited to, distribution cables, amplifiers, pedestals, lock boxes, equipment and appurtenant devices up to and including the Company's tap (collectively, the "Company Wiring"). The cable home run wiring consisting of the coaxial wiring after the Company's tap to the first splitter within each unit and the cable home wiring consisting of the coaxial wiring after the first splitter within each unit have also been installed at the Premises. All work shall be done by the Company in a proper and workmanlike manner in accordance with Federal Communications Commission (FCC) regulations, industry standards and local codes, unless otherwise provided in this Agreement. The Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation of the wiring as set forth in this Section.

b) The System. The System shall consist of the Company Wiring and the cable home run wiring and cable home wiring.

c) Use and Maintenance of Wiring. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right, at its expense, to operate, maintain, repair and replace, as necessary, the System on the Premises. Neither the Owner nor any third party shall tap into, use or otherwise interfere with the System or any portion thereof for any purpose. The Company shall have the right to interconnect with and use any telephony wiring owned or controlled by the Owner within the units that may become necessary or useful for the provision of the Services to the residents, whether or not such facilities are owned, installed, controlled or maintained by the Company.

d) Damages to Premises. The Company, at its expense, agrees to repair and/or replace any damage to the Premises resulting from the operation, maintenance or repair of the System except as otherwise provided in this Agreement.

e) Ownership of Wiring. The Company Wiring is and will remain the personal property of the Company. The cable home run wiring and cable home wiring is and will remain the property of the Owner.

2. Easement. The Owner has the authority to grant and does hereby grant to the Company a non-exclusive easement to operate the Company Wiring, and shall cause such easement to run with the Premises for the term of the Agreement and three (3) months thereafter. The Owner hereby agrees to execute the form of easement attached hereto as Exhibit A.
3. Access. The Owner shall allow Company personnel to enter all common areas of the Premises for the purposes of auditing, selling or disconnecting service, and installing, maintaining, repairing, replacing or removing equipment and apparatus connected with the provision of the Services, and shall use reasonable efforts to assure the Company access to any parts of the Premises over which it does not have control for the same purposes. The Owner shall cooperate with the Company to prevent (i) the unauthorized possession of converters or channel selectors and (ii) the unauthorized reception of the Services.
4. Delivery of Services. The Owner has the authority to grant and does hereby grant to the Company during the term hereof the right to deliver the Services to the Premises, unless otherwise required by applicable law. The Owner shall not enter into a bulk services agreement with another service provider to provide services similar to the Services during the term of this Agreement regardless of the method used to deliver such services to the Premises. For the purpose of this Agreement "bulk services" means (i) any and all Services that are provided to the residents at no charge, on a reduced rate or discounted basis in an oral or written agreement between the Owner and the service provider; (ii) any or all Services that are automatically provided to the residents as an amenity of the Premises; or (iii) any and all Services where a subscription to or purchase of such Services by the residents is required as a condition of their occupancy of the Premises. It is understood and acknowledged by the Company, however, that the restriction in this paragraph on Bulk Services does not apply to community rooms, common rooms and other spaces dedicated to after school programs, educational activities, job training and other such community service activities.
5. Fees and Charges for Services. The terms, conditions, charges and fees for the Services provided to residents at the Premises shall be contained in contracts between the Company and individual residents. The Owner assumes no liability or responsibility for service charges contracted for by residents. All billing and collections from residents will be accomplished by the Company.
6. Customer Service. The Company shall provide customer service in accordance with its franchise agreement with the Franchise Authority. The Company will maintain a local or toll-free telephone number which will be available to its subscribers 24 hours a day, 7 days a week. The Company representatives will be available to respond to customer telephone inquiries during

normal business hours. The Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of the Company.

7. Private Reception Devices. Notwithstanding anything else in this Agreement to the contrary, the Company shall not interfere with the right of an individual resident to install or use his own private reception device.
8. Interference. If any device or facility belonging to a resident or the Owner does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with the Company's delivery of the Services, the Company reserves the right to discontinue the Services to the Premises or, at the Company's discretion, to the individual unit until such non-conformance is cured by the Owner or resident, as the case may be.
9. Term. This Agreement, when duly executed by both parties, shall constitute a binding agreement between the Owner and the Company and their respective successors and assigns for a term of 10 years from the date first set forth above. This Agreement shall automatically renew for successive periods of 2 months unless either party shall provide the other with a minimum 60 days notice of its intention not to renew at the end of the then current term.
10. Insurance. The Company agrees to maintain public liability insurance and property damage liability insurance as required by the Company's franchise agreement with the Franchise Authority. Upon request, the Company will provide the Owner with a certificate evidencing such insurance.
11. Indemnification. The Company shall indemnify, defend and hold harmless the Owner, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of the Company or its personnel, directors, agents or representatives in the operation or maintenance of the System, the Services provided to residents at the Premises pursuant to this Agreement or a breach of this Agreement. The Owner shall indemnify, defend and hold harmless the Company, its personnel, directors, agents and representatives from and against any and all claims, damage or expense arising out of the acts or omissions of Owner, its personnel, directors, agents and representatives in the operation or maintenance of the Premises or a breach of this Agreement.
12. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. Termination.
  - a) Default. In the event either party defaults in the performance of any of the material terms of this Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting party shall have 60 days to either (i) notify the non-defaulting party that no default occurred and provide reasonable proof thereof, (ii) cure the default, or (iii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In

the event the defaulting party fails to do so within such 60 day period, the non-defaulting party may terminate this Agreement upon 30 days written notice without further liability of either party.

b) Permanent Loss of Authority. This Agreement shall terminate automatically without any further liability on the part of the Company in the event the Company lacks authority to continue to provide the Services to the Premises due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.

c) In the event the Owner loses state or federal authorization to operate the Premises, this Agreement shall terminate automatically without any further liability to Owner.

14. Removal of Company Wiring. Upon termination of this Agreement for any reason, the Company shall have a period of 3 months in which it shall be entitled but not required to remove the Company Wiring. The Company shall promptly repair any damage to the Premises occasioned by such removal.

15. Marketing Support. The term 'Marketing Support' shall include, the Owner's display and presentation of the Company's marketing materials for the Company's services to existing and prospective residents. Marketing materials may include, at the Company's discretion, brochures, channel lineups, door hangers, service descriptions, and information regarding prices and special offers. All marketing materials shall be provided by the Company. Owner will ensure marketing materials will be made available to prospective and existing residents in the site's management office in a mutually agreed upon location. Owner is not expected to perform door-to-door delivery of Company's marketing materials.

Marketed Services	Type of Support
All services offered by the Company at the Premises.	Non-exclusive

16. Miscellaneous.

a) Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to acts of God, the failure of equipment or facilities not owned or controlled by a party (including, but not limited to, utility service), denial of access to facilities or rights-of-way essential to serving the Premises, government order or regulation or any other circumstances beyond the reasonable control of the party with the performance obligation.

b) Assignability; Binding Effect. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. In the event the Owner sells, assigns, transfers or otherwise conveys the Premises to a third party, the Owner shall give the Company prior written notice of such change of ownership or control. The Owner shall cause any new owner or controlling party to expressly assume this Agreement and

agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns.

c) Applicable Law. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Premises are located, without regard to its choice of law principles.

d) Invalidity. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

e) Recording. The Company may record this Agreement (or a memorandum summarizing the material terms) in the public records of the county in which the Premises are located.

f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, United States Postal Service, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the County of Sacramento  
801 12th Street  
Sacramento, CA 95814  
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC  
3055 Comcast Place  
Livermore, CA 94551  
Attn.: MDU Operations Manager

With a copy to:

Comcast Cable Communications, LLC  
One Comcast Center  
Philadelphia, PA 19103  
Attn.: General Counsel

g) Confidentiality. Except for the recordation of this Agreement by the Company as set forth in Section 16(e), each party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct

its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

h) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

i) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

[the remainder of this page left blank intentionally]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST

Housing Authority of the County of  
Sacramento

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: La Shelle Dozier  
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Elaine Barden  
Title: Regional VP, Sales and Marketing

EXHIBIT A

(see attached)

THIS PAGE IS LEFT BLANK INTENTIONALLY

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

**Comcast of Sacramento I, LLC  
3055 Comcast Place  
Livermore, CA 94551  
Attention: Contracts/BSG Manager**

**Documentary Transfer Tax: \$0. NO  
VALUE. No Consideration Based on  
Full Value. R&T Code §11911**

**Signature of Declarant  
On behalf of Comcast or its affiliates**

**APN: 009-0030-023-0000**

**(SPACE ABOVE FOR RECORDER'S USE)**

**GRANT OF EASEMENT**

This Grant of Easement (the 'Easement') dated August 1, 2013, is made by and between Comcast of Sacramento I, LLC, its successors and assigns ('Grantee') and Housing Authority of the County of Sacramento ('Grantor').

The Grantor and the Grantee are parties to a Services Agreement dated August 1, 2013 (the "Agreement") pursuant to which the Grantee provides certain broadband communications services to the property described below (the 'Premises').

In consideration of One Dollar (\$1.00), the Grantor, hereby grants and conveys to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the 'Premises') located in Sacramento County, California described as follows:

Address Range(s) and Street(s): 240 Seavey Circle

City / State / Zip Code: Sacramento, CA 95818

APN(s): 009-0030-023-0000 (if multiple APN's, include in legal description)

Commonly Known As: Marina Vista

**LEGAL DESCRIPTION:**  
(See Attachment A)

The Grantor agrees for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with the Company Wiring and shall have free access to the Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted, provided, however, that in making any excavation on the Premises, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for the term of the Agreement and three (3) months thereafter.

**GRANTOR:**

Housing Authority of the County of Sacramento

By: \_\_\_\_\_  
Name: La Shelle Dozier  
Title: Executive Director

**ATTACHMENT A**

**LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, WITH A SITUS ADDRESS OF 240 SEAVEY CIR, SACRAMENTO, CA 95818-2812 HAVING A TAX ASSESSOR NUMBER OF 009-0030-023-0000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS ALL THAT POR OS BK 17 PG 46 LYING E OF STATE FRW Y CONTG 32.26 AC.

**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)Personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

\_\_\_\_\_,  
 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 \_\_\_\_\_  
 (Seal)

**ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(here insert name and title of the officer)Personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

\_\_\_\_\_,  
 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 \_\_\_\_\_  
 (Seal)

## COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (this 'Compensation Agreement') is made and entered into on August 1, 2013, by and between Comcast of Sacramento I, LLC (the "Company"), and Housing Authority of the County of Sacramento, (the "Owner"), who owns or has control over certain real estate and improvements thereon located at 240 Seavey Circle Sacramento, CA 95818 (the "Premises") consisting of 391 units.

WHEREAS, the Company and the Owner desire to enter into a(n) Services Agreement pursuant to which the Company will provide broadband communications services to the Premises, including, but not limited to, multi-channel video, Internet and voice services;

WHEREAS, in exchange for such rights, the Company will pay the Owner a per unit fee as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. As consideration for the Owner entering into a(n) Services Agreement (the "Agreement") with the Company and granting the Company, among other things, the right to provide its services to the Premises, the Company agrees to pay the Owner a per unit fee of \$115.00 (total \$44,965.00 (the 'Per Unit Compensation')) payable within 45 days after the execution of this Compensation Agreement and Agreement by both parties. The Owner shall submit a completed W-9 form and a Vendor Profile, if requested by the Company, upon the execution of this Compensation Agreement.
2. The Owner's right to receive the Per Unit Compensation described herein shall terminate upon termination of the Agreement.
3. The Owner represents, warrants and covenants to the Company that:
  - a) The Owner is validly existing and in good standing under the laws of the jurisdiction in which it is organized.
  - b) The Owner has full authority to enter into this Compensation Agreement and the Agreement and to perform its obligations under both agreements.
4. In the event either party defaults in the performance of this Compensation Agreement, the non-defaulting party shall give the defaulting party written notice specifying the nature of such default and identifying the specific provision in this Compensation Agreement which gives rise to the default. The defaulting party shall have 15 days to either (i) notify the non-defaulting party that no default occurred, (ii) cure the default, or (iii) if such default is incapable of cure within such 15 day period, commence curing the default within such 15 day period and diligently pursue such cure to completion within 30 days. If the defaulting party fails to do so within the time frames specified in the preceding sentence, the non-defaulting party may terminate this Compensation Agreement.

5. In addition to any and all other remedies available to the Company at law or in equity, in the event the Agreement is terminated for the uncured default of the Owner, (i) this Compensation Agreement shall terminate immediately, (ii) the Owner's right to receive the Per Unit Compensation shall terminate immediately and (iii) the Owner shall refund to the Company a portion of the Per Unit Compensation paid by the Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Agreement.

6. This Compensation Agreement may not be assigned by the Owner, without the prior written consent of the Company.

7. This Compensation Agreement shall be governed and construed in accordance with the laws of the jurisdiction in which the Premises are located.

8. All notices, demands, requests or other communications given under this Compensation Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to the Owner:

Housing Authority of the County of Sacramento  
801 12th Street  
Sacramento, CA 95814  
Attn.: Owner

If to the Company:

Comcast of Sacramento I, LLC  
3055 Comcast Place  
Livermore, CA 94551  
Attn.: MDU Operations Manager

With a copy to:

Comcast Cable Communications, LLC  
One Comcast Center  
Philadelphia, PA 19103  
Attn.: General Counsel

9. Each party agrees to keep the terms and conditions of this Compensation Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know for the Owner or the Company to reasonably conduct its business. Notwithstanding the foregoing, the Company understands that the Owner is a public agency



subject to the California Public Records Act (Government Code Section 6250) and the disclosure or non-disclosure of any terms or conditions of this Agreement are subject to this Act.

10. This Compensation Agreement constitutes the entire agreement between the parties regarding the Per Unit Compensation and supersedes all prior agreements, promises and understandings, whether oral or written. This Compensation Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

11. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Compensation Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER

WITNESS/ATTEST:

Housing Authority of the County of  
Sacramento

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: La Shelle Dozier  
Title: Executive Director

COMPANY

ATTEST:

Comcast of Sacramento I, LLC

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Elaine Barden  
Title: Regional VP, Sales and Marketing

# Housing Authority of the City of Sacramento Over 50 Units

Exhibit B

<u>Community Name</u>	<u>Address</u>	<u>Units</u>	<u>Legal Entity effective 7/1/2013</u>	<u>Comcast Funds Generated</u>
Washington Plaza	1318 E Street	76	Housing Authority of the City of Sacramento	\$8,740.00
Sutterview	2526 L Street	77	Housing Authority of the City of Sacramento	\$8,855.00
Sierra Vista	1107 23rd Street	78	Housing Authority of the City of Sacramento	\$8,970.00
New Helvetia	816 Revere Street	360	Housing Authority of the City of Sacramento	\$41,400.00
Marina Vista	240 Seavey Circle	391	Housing Authority of the City of Sacramento	\$44,965.00
Capitol Terrace	1820 Capitol Avenue	84	Housing Authority of the City of Sacramento	\$9,660.00
Comstock	1725 K Street	80	Housing Authority of the City of Sacramento	\$9,200.00
Colonial Heights	1 Clauss Court	80	Housing Authority of the City of Sacramento	\$9,200.00
Edge Water	626 I Street	108	Housing Authority of the City of Sacramento	\$12,420.00
Gibson Oaks	480 Redwood Avenue	80	Housing Authority of the City of Sacramento	<u>\$9,200.00</u>
Total Comcast Revenue from 10 Year Easements for City Properties > 50 units				\$162,610.00