

ORDINANCE NO. 22

SERIES 2018

AN ORDINANCE OF THE CRESTED BUTTE TOWN COUNCIL AUTHORIZING EXECUTION OF THE NEW CABLE TELEVISION FRANCHISE AGREEMENT WITH SPECTRUM PACIFIC WEST LLC, DOING BUSINESS AS CHARTER COMMUNICATIONS

WHEREAS, the Town of Crested Butte, Colorado (the "Town") is a home rule municipality duly and regularly organized and validly existing as a body corporate and politic under and by virtue of the constitution and laws of the State of Colorado;

WHEREAS, Article 11.4 of the Crested Butte Home Rule Charter and Section 5-1-40 of Crested Butte Municipal Code (the "Town Code") provide that "no franchise shall be granted except by ordinance;"

WHEREAS, the prior Franchise Agreement between the Town and Charter Communications has expired and Charter Communications desires to enter into a new Franchise Agreement with the Town in the form attached hereto as **Exhibit A**;

WHEREAS, the Town Council finds that entering into the new Franchise Agreement would be in the best interest of the health, safety, and general welfare of the residents and visitors of Crested Butte.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, THAT,

Section 1. Authorization for Mayor or Town Manager to Execute New Franchise Agreement. The Town Council hereby authorizes the Mayor or the Town Manager to execute the new Franchise Agreement with Charter Communications subject to approval of its terms by the Town Attorney.

Section 2. Repeal of Sections 5-2-05 through 5-2-890 of Town Code. Upon execution of the new Franchise Agreement by the Town and Charter Communications, Sections 5-2-05 through 5-2-890 of the Town Code concerning the Town's prior cable television franchise agreement are repealed in their entirety.

Section 3. Severability. If any section, sentence, clause, phrase, word, or other provision of this ordinance is for any reason held to be unconstitutional or otherwise invalid, such holding shall not affect the validity of the remaining sections, sentences, clauses, phrases, words, or other provisions of this ordinance, or the validity of this ordinance shall stand notwithstanding the invalidity of any section, sentence, clause, phrase, word or other provision.

Section 4. Savings Clause. Except as amended hereby, the Crested Butte Municipal Code, as amended, shall remain valid and in full force and effect. Any provision of any ordinance previously adopted by the Town Council that is in conflict with this ordinance is hereby repealed as of the enforcement date hereof.

INTRODUCED, READ AND SET FOR PUBLIC HEARING THIS 17th DAY OF September, 2018.

ADOPTED BY THE TOWN COUNCIL, UPON SECOND READING IN PUBLIC HEARING THIS 1st DAY OF October, 2018.

TOWN OF CRESTED BUTTE, COLORADO

By  _____
James A. Schmidt, Mayor

ATTEST:



Lynelle Stanford, Town Clerk

FRANCHISE AGREEMENT

This Franchise Agreement (this "Agreement") is between the Town of Crested Butte, Colorado, hereinafter referred to as the "Grantor" and Spectrum Pacific West LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under Applicable Law (as defined below), and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Agreement with the Grantee for the construction and operation of a Cable System (as defined below) on the terms set forth herein; and

WHEREAS, the Grantor and the Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to the renewal of the Franchise granted by this Agreement.

***NOW, THEREFORE**, the Grantor and the Grantee agree as follows:*

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the following meanings when used herein with initial capital letters. Other defined terms are set forth throughout this Agreement, and shall have the meanings ascribed herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" means mandatory and "may" means permissive. Words not defined shall be given their common and ordinary meaning.

- A. The following terms shall be defined as set forth in the Section 602 of the Cable Act (47 U.S.C. § 522) -- "Affiliate," "Cable Operator," "Cable Service," "Cable System," "Channel," "Franchise" and "Person" -- and "Franchise Fee" shall be as defined in Section 622 of the Cable Act (47 U.S.C. § 542).
- B. "Access" shall mean the availability for noncommercial use by various agencies, institutions, organizations, groups and individuals in the community as determined by the Grantor, including the Grantor and its designees, of the Access Channel as set forth in this Agreement, and as permitted under Applicable Law.
- C. "Access Channel" means a downstream signaling path provided by the Cable System to deliver Access programming to all Subscribers in the Service Area.

- D. "Applicable Law" shall mean any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law, that determines the legal standing of a case or issue, provided, however that any statute, ordinance, order or regulation that has been preempted by a higher governmental or legal authority, which prior to preemption had the force and effect of law, shall no longer be considered Applicable Law. This definition shall not be considered a waiver of the right of any party to assert the position that a statute, ordinance, order or regulation has not been preempted.
- E. "Council" shall mean the Crested Butte Town Council, the governing body of the Grantor.
- F. "Cable Act" shall mean the Cable Communications Policy Act of 1984, as amended (47 U.S.C. §§ 521, et seq.).
- G. "Designated Access Provider" shall mean the entity or entities designated now or in the future by the Grantor to manage or co-manage the Access Channel and facilities. The Grantor may be a Designated Access Provider.
- H. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee (or any Affiliate of the Grantee who is a Cable Operator providing Cable Services over the Cable System in the Service Area) from the operation of the Cable System to provide Cable Services in the Service Area, including but not limited to (1) late fees, (2) installation and reconnection fees, (3) upgrade and downgrade fees, (4) converter and remote control rental fees, (5) parental control device rental fees, (6) advertising revenue (less commissions paid to third party agents, but not internal commissions earned by employees of the Grantee or its Affiliates), (7) home shopping commissions, and (8) interactive guides. Notwithstanding the foregoing, "Gross Revenue" shall not include: (i) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, Franchise Fee, the Access Capital Grant, or any sales or utility taxes; (ii) unrecovered bad debt; (iii) credits, refunds and deposits paid to Subscribers; and (iv) any exclusions available under Applicable Law.

The parties acknowledge that the Grantee may need to allocate Gross Revenue between Cable Services (which are subject to the Franchise Fee) and non-Cable Services (which are not subject to the Franchise Fee but may be subject to other fees and/or taxes), when these two types of services are bundled together in a discounted package offered to Subscribers. The Grantee shall make such allocation in accordance with generally accepted accounting principles, but in no event shall the Grantee allocate Gross Revenue between Cable Services and non-Cable

Services where such services are bundled together in a discounted package offered to Subscribers for the purpose of evading its Franchise Fee obligations under this Agreement.

- J. "Service Area" shall mean the geographic boundaries of the Grantor, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in Section 6.
- K. "Standard Installation" shall mean any Cable Service installation that measures up to 125 feet from the point of connection to the Grantee's existing Cable System.
- L. "State" shall mean the State of Colorado.
- M. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, transportation and public utility easements, rights of way and similar public ways and extensions and additions thereto, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System, subject to this Agreement and Applicable Law.
- N. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2 **Grant of Franchise**

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during the term of this Agreement; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. This Agreement shall constitute both a right and an obligation to provide the Cable Services required by, and to fulfill the obligations set forth in, the provisions of this Agreement. Nothing in this Franchise shall be construed to prohibit or authorize the Grantee from offering any service over its Cable System that is not prohibited by Applicable Law.

2.2 Term. This Agreement and the rights, privileges and authority hereby granted shall be for an initial term of ten (10) years, commencing on the Effective Date of this Agreement as set forth in Section 15.11.

2.3 Police Powers and Conflicts with Agreement. Notwithstanding any provision to the contrary herein, this Agreement, the Grantor and the Grantee are subject to and shall be governed by Applicable Law, including but not limited to the Cable Act and the Town of Crested Butte Charter and Municipal Code. The Grantee shall at all times during the term of this Agreement be subject to all lawful exercise of the Grantor's police power, and the Grantor's right to adopt and enforce generally applicable and non-discriminatory ordinances and regulations necessary to the safety, health, and welfare of the public; provided, however, that such hereinafter enacted

ordinances and regulations shall be reasonable and not materially modify the terms of this Agreement. In the event of a conflict between a provision of this Agreement and a provision of Grantor police power reflected in a generally applicable local ordinance, rule or regulation, local law shall be controlling, provided, however, such local law has not been preempted by any federal or state laws, rules, regulations or orders.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of this Agreement shall be governed by and comply with the provisions of Section 626 of the Cable Act (47 U.S.C. § 546), or any such successor statute. Notwithstanding anything to the contrary set forth herein, the parties agree that at any time during the term of the then current Agreement, while affording the public adequate notice and opportunity for comment, the parties may agree to undertake and finalize negotiations regarding renewal of the then current Agreement and the Grantor may grant a renewal thereof. The parties consider the terms set forth in this section to be consistent with the express provisions of Section 626 of the Cable Act (47 U.S.C. § 546).

SECTION 4 **Indemnification and Insurance**

4.1 Indemnification.

A. The Grantee shall indemnify and hold the Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities or judgments for injury to any Person or property to the extent caused by the negligent construction, repair, extension, maintenance, operation or removal of the Grantee's wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, including any Access Channel. In addition, if the Grantor is named as a defendant in a complaint, demand, claim or action ("Action") that alleges that the Grantee's actions or omissions or the Cable System was a cause of injury identified in the Action, and subject to subsection 4.1C, the Grantor shall, within ten (10) business days of receipt of such Action, give the Grantee written notice of its obligation to defend the Grantor, and tender the defense thereof to the Grantee. The Grantee shall have the right to defend, settle or compromise such Actions and the Grantor shall cooperate fully with the Grantee in such defense. Notwithstanding the foregoing, if the Grantee believes in good faith that a tendered Action has little or no merit with respect to the Grantee's liability, the Grantee may refuse the defense of such Action, in which case the Grantor will in good faith defend the Action and the Grantee shall cooperate fully with the Grantor in such defense and may participate in such defense at the Grantee's option; provided that if the Grantee is determined to be liable in such Action, the Grantee shall be responsible for indemnifying the Grantor as set forth in subsection 4.1A and reimburse the Grantor for the prorata (with respect to any other claims made in the same Action, if any) attorney fees and other costs incurred by the Grantor associated with the defense. If the Grantor believes that any such Action

should be settled or compromised in any manner that will result in liability or other obligation for or restraint on the Grantee under this Agreement or otherwise, such settlement or compromise shall only be done with the prior written consent of the Grantee.

- B. Notwithstanding subsection 4.1B, if the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor.
- C. The indemnification obligations of the Grantee set forth in this Agreement are not limited in any way by the amount or type of damages or compensation payable by or for the Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement or the terms, applicability or limitations of any insurance held by the Grantee, provided, however, that the Grantee's obligations to indemnify pursuant to this section shall be reduced by any amounts paid by any third parties directly or indirectly to the indemnified parties related to the same claims, including insurance proceeds.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of this Agreement insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit (C.S.L.)
Umbrella Liability	\$1,000,000 per occurrence

- B. The Grantor shall be added as an additional insured, arising out of work performed by the Grantee, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverages.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

4.3 Performance Bond. Except as expressly provided herein or as required by a generally Applicable Law, the Grantee shall not be required to obtain or maintain a bond, letter of credit or other surety as a condition of this Agreement. The Grantor acknowledges that the legal, technical and financial qualifications of the Grantee are sufficient as of the Effective Date to afford compliance with the terms of this Agreement and the enforcement thereof. The Grantee and the Grantor recognize that the costs associated with bonds, letters of credit and other surety may ultimately be borne by Subscribers in the form of increased rates for Cable Service. In order to minimize such costs, the Grantor agrees to only require a performance bond if there is a change in the Grantee's legal, financial or technical qualifications that would materially impair or prohibit its ability to comply with the terms of this Agreement. The Grantor further agrees that in no event

shall it require a performance bond in an amount greater than twelve thousand five hundred dollars (\$12,500). In the event that a performance bond is required in the future, the Grantor agrees to give the Grantee at least sixty (60) days' prior written notice thereof stating the exact reason for the requirement. The performance bond may only be drawn upon by the Grantee in the event, following any notice and opportunity to cure periods provided in this Agreement or under Applicable Law:

- A. The Grantee fails to pay the Grantor any amounts due under the terms of this Agreement;
- B. The Grantee fails to reimburse costs borne by the Grantor to correct violations of this Agreement not corrected by the Grantee; or
- C. The Grantee fails to pay any monetary remedies or damages assessed by a court of law against the Grantee and awarded to Grantor for a violation of this Agreement.

The Grantor shall give the Grantee written notice of any withdrawal under this Section 4.3 at the time of such withdrawal.

SECTION 5 **Service Obligations**

5.1 No Discrimination. The Grantee shall not deny Cable Service, deny access to Cable Service, or otherwise discriminate against Subscribers, Access Channel users, or general citizens on the basis of race, color, religion, national origin, age, sex or sexual orientation. The Grantee shall comply at all times with all Applicable Laws relating to nondiscrimination. Subject to Section 6 and the Grantee's rights under Section 625 of the Cable Act (47 U.S.C. § 545), all residential structures in the Service Area shall have the same availability of Cable Services from the Grantee's Cable System under non-discriminatory rates, terms and conditions.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Section 631 of the Cable Act (47 U.S.C. § 551).

SECTION 6 **Service Availability**

6.1 Service Area. The Grantee shall continue to provide Cable Service to all residences within the Service Area where the Grantee offers Cable Service as of the Effective Date. Upon receipt of a request for Cable Service from a potential residential Subscriber(s) in an unserved portion of the Service Area, and a written commitment from such Subscriber(s) (or payment in advance if required by the Grantee) to pay any applicable non-Standard Installation charges associated with providing Cable Service (if applicable), the Grantee shall extend the Cable System to the Street in front of such residence(s), provided that the average density is equal to or greater than thirty (30) residences per linear strand mile of cable as measured from the Grantee's closest technologically feasible tie-in point to its trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for Cable Service.

6.2 Subscriber Charges for Extensions of the Cable System. No potential Subscriber shall

be refused Cable Service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to the Street in that area if the potential Subscribers are willing to pay the capital costs of extending the Cable System and any applicable non-Standard Installation charges associated with providing Cable Service. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard or non-Standard Installation charges to extend the Cable System from the tap to the residence. Such cost estimates shall be submitted to and accepted by the potential Subscriber(s) in writing before any Cable System extension or installation is required. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any annexed area which is not contiguous to the present Service Area of the Grantee, if the Grantee does not, at the time of annexation, have the legal authority to locate its Cable System in the areas necessary to reach such annexed parts of the Service Area. At such time as the Grantee has the legal authority to access the newly annexed areas, Cable Service shall be made available in accordance with the density requirements of this Section 6.2.

6.3 Limitations. Nothing herein shall require the Grantee to provide Cable Service to any Person who fails to abide by the Grantee's terms and conditions of Cable Service. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions where applicable, to the extent permitted under Applicable Law. The Grantor acknowledges that the Grantee cannot control the dissemination of particular Cable Services beyond the point of demarcation at a multiple dwelling unit. Cable Service offered to Subscribers pursuant to this Agreement shall be conditioned upon the Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.4 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner make reasonable efforts to give the Grantee at least thirty (30) but at no time less than five (5), business days, prior written notice of such construction or development, and of the particular dates on which open trenching will be available for the Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at the Grantee's expense. The Grantee shall also provide specifications as needed for trenching. Costs of trenching and dedication of Streets required to bring service to the development shall be borne by the developer or property owner; except that if the Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five (5) day period, the cost of new trenching is to be borne by the Grantee.

6.5 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its Affiliates. Such annexed area will be subject to the provisions of this Agreement upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Sections 6.1 and 6.2 above. The Grantor shall also notify the Grantee in writing of all new street address assignments or changes within the Service Area. The Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor the Franchise Fees on Gross Revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has

provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow the Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, the Grantee shall pay the Franchise Fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.5 with a copy to the Director of Government Affairs. In any audit of the Franchise Fees due under this Agreement, the Grantee shall not be liable for the Franchise Fees on annexed areas unless and until the Grantee has received notification and information that meets the standards set forth in this section.

6.6 Cable Service to Schools and Town Facilities. Upon 30 days' written request, Grantee will provide, at its expense, Standard Installation and one outlet and equipment of Basic Cable Service to the Town facilities listed in Exhibit A to the ordinance codified herein which exhibit is incorporated herein by reference, and to not more than three (3) additional locations within the geographical limits of the Town which are owned by the Town and used for a municipal purpose and are accessible by a Standard Installation.

SECTION 7 **Construction and Technical Standards**

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with Applicable Law.

7.2 Construction Standards and Requirements. All portions of the Grantee's Cable System located in the Streets shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in Part 76, Subpart K of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

7.5 Performance Monitoring.

A. The Grantee shall, at the Grantee's sole expense, test the Cable System consistent with the FCC regulations and all other tests, as required by generally Applicable Law, reasonably necessary to determine compliance with technical standards adopted by the FCC at any time during the term of this Agreement.

B. The Grantee shall maintain written records of all results of its Cable System tests, performed by or for the Grantee, for the period required by the FCC. Copies of such test results will be provided to the Grantor upon request.

- C. As of the Effective Date, the FCC semi-annual testing is conducted in January/February and July/August of each year. If the Grantor contacts the Grantee at least sixty (60) days prior to the next FCC semi-annual test period (i.e., before November 1 and May 1 respectively of each year), the Grantee shall provide the Grantor with no less than thirty (30) days prior written notice of the actual date(s) for FCC compliance testing, and representatives of the Grantor may witness such technical performance tests; provided, however, that such representatives shall not interfere with the testing. If the required FCC testing periods are changed during the term of this Agreement, the parties shall negotiate in good faith to amend the dates in this subsection to achieve the same result with respect to the parties' respective notice obligations.
- D. The Grantee will comply with industry standards with respect to testing drops and related passive equipment during installations to assure that the drop and passive equipment can pass the full Cable System capacity.
- E. The results of any tests required to be filed by the Grantee with the FCC shall upon request of the Grantor also be filed with the Grantor within ten (10) days of such request.

7.6 Emergency Use. The Grantee shall comply with the Emergency Alert System ("EAS") requirements of the FCC and State Applicable Law, including all testing requirements. If such requirements include the Grantor's activation of the EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor's use of the EAS is subject to a heightened standard of care given the purpose of the EAS and as such, the Grantor shall exercise all necessary attention, caution and prudence to ensure that the EAS is only used properly, lawfully and as required to alert citizens of emergencies.

SECTION 8 **Conditions on Street Occupancy**

8.1 General Conditions. The Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible and when granted permission by the owners of such facilities for commercially reasonable rates, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those portions of the Service Area where telephone and electric utility services are both already underground or being placed underground at the time of Cable System construction, and in accordance with Applicable Law. All underground transmission lines shall be placed at a minimum of 12 inches in depth. In areas where either telephone or electric utility facilities are installed aerially at the time of Cable System construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are placed underground by the facilities owner, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, the Grantee shall be reimbursed

upon the same terms and conditions as any telephone, electric or other utilities; provided however that nothing herein shall require reimbursement to the Grantee or shall affect the Grantee's undergrounding obligation if the funds which are utilized for the reimbursement of other entities are restricted and preclude reimbursement to the Grantee.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Work of Contractors or Subcontractors. The Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the Town's regulations and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by the Grantee. The Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it, and shall ensure that all such work is performed in compliance with this Agreement and applicable law. It is the Grantee's responsibility to ensure that contractors, subcontractors or other persons performing work on the Grantee's behalf are familiar with the requirements of this Agreement and applicable laws governing the work performed by them.

8.7 Relocation of Grantee Facilities. Grantee shall relocate any facility within the Town that is reasonably necessary in order to facilitate a change in street grade, water main, wastewater, storm water or other Town public works project. Prior to the commencement of work on any such public works project, the Town shall confer with the Grantee in order to design such public work in a manner to, as far as practicable, avoid the necessity for relocation of Grantee's distribution lines and/or equipment. Grantee shall not be responsible for any removal, relaying or relocation costs required solely for aesthetic reasons or which are not supported by reasonable engineering standards and practices. Grantee shall only be required to remove, relay or relocate any specific portion of its underground or overhead distribution lines or equipment, at Grantee's expense, only once. If the Town requests removal, relaying or relocation of the same distribution lines and/or equipment a second time during the term of this franchise, the Town shall bear the entire cost of each removal, relaying or relocation. Relocation of underground facilities shall be underground. Relocation of aboveground facilities shall be above ground

unless the Town agrees to pay the additional cost of undergrounding the facilities and only when such undergoing is supported by engineering standards and practices.

8.6 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance. Grantee shall not be responsible to replace landscaping in Streets.

8.7 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.9 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

SECTION 9 **Customer Service and Rates**

9.1 Customer Service Standards and Consumer Protection. The Grantee shall comply with the customer service standards promulgated by the FCC, as may be amended from time to time. The Grantee shall furnish such information, as reasonably requested by the Grantor, to enable the Grantor to evaluate compliance with the customer service standards in effect at a given time. Upon request, the Grantee will provide Grantor with a copy (or information necessary to access the document electronically) of the form of Subscriber terms of service then in effect. The Grantor reserves all rights under Applicable Law to adopt additional customer service standards that purport to apply to the Grantee, and the Grantee reserves all rights to challenge any such customer service standard that it believes is inconsistent with its contractual rights under this Agreement or Applicable Law, and all rights pursuant to Applicable Law to pass through the costs of complying with any such customer service standard to Subscribers.

A. **Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

- B. Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. The Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, or changes in programming services or Channel positions provided the change is within the control of the Grantee. Grantee shall endeavor to provide advance written notice to Grantor prior to changes in Channel positions that are not within its control, and in any event, shall provide such written notice to Grantor no later than thirty (30) days after such change in Channel positions have been made effective.
- C. Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to the Grantee's rights under Section 15.1 of this Agreement.

9.2 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC or other Applicable Law.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. The Grantee shall pay to the Grantor an annual Franchise Fee in an amount equal to five percent (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise Fees may but are not required to be passed through to Subscribers as a line item on Subscriber bills or otherwise as the Grantee chooses, consistent with Applicable Law. The Grantee shall not deduct from the Franchise Fee any items listed under Section 622(g)(2) of the Cable Act (47 U.S.C. 542(g)(2)). The Grantee reserves its right to offset from the Franchise Fee any payment made to the Grantor if permitted by Applicable Law and the Grantor reserves its right to challenge the legality of any such offset.

10.2 Payment of Fee. Payment of the Franchise Fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter, and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the Franchise Fees that are to be paid to the Grantor pursuant to this Agreement shall commence sixty (60) days after the Effective Date of this Agreement as set forth in Section 15.10. If any Franchise Fee payment or recomputed payment is not made on or before the dates specified herein, the Grantee shall pay an interest charge, computed from the last day of the fiscal year in which such payment was due, at the annual rate equal to the lowest of (A) the maximum rate permitted under State Applicable Law, (B) eight percent (8%) or (C) that established by the State Bank Commissioner pursuant to C.R.S. 39-21-110.5 in effect as of the due date (which is the prime rate of interest as reported by the Wall Street Journal on July 1st of the previous calendar year, plus three percent (3%), rounded to the nearest full percent). Upon receipt of a written request from the Grantor, the Grantee shall provide the Grantor a report showing the basis of any such Franchise Fee payment, including the applicable Gross Revenue.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a Franchise Fee under this Agreement.

10.4 Limitation on Recovery. The period of limitation for recovery of any Franchise Fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

10.5 Review. All amounts paid by the Grantee to the Grantor under this Agreement and all records reasonably related to the administration or enforcement of this Agreement shall be subject to review and if justified, re-computation by the Grantor upon thirty (30) days written notice to Grantee. The Grantor shall specifically have the right to review relevant data related to the allocation of revenue to Cable Services in the event Grantee offers Cable Services bundled with non-Cable Services. For purposes of this section, "relevant data" shall include, at a minimum, Grantee's records, produced and maintained in the ordinary course of business, showing the subscriber counts per package and the revenue allocation per package for each package that was available for Grantor subscribers during the review period. To the extent that the Grantor does not believe that the relevant data supplied is sufficient for the Grantor to complete its audit/review, the Grantor may require other relevant data. For purposes of this Section 10.5, the "other relevant data" shall generally mean all: (1) billing reports, (2) financial reports (such as general ledgers) and (3) sample customer bills used by Grantee to determine Gross Revenue for the Service Area that would allow the City to re-compute the Gross Revenue determination.

If such review indicates an aggregate, undisputed underpayment of Franchise Fees or Access Capital Fees of five percent (5%) or more, then the Grantee will reimburse the cost of such review up to a maximum of five thousand dollars (\$5,000); provided, however, that such review will be conducted no more frequently than once every three (3) years. If there is a dispute regarding a claimed underpayment, that if accurate, would result in an underpayment of Franchise Fees or Access Capital Fees of five percent (5%) or more, and if the dispute is ultimately resolved in favor of the Grantor, then at the time of such resolution, the Grantee will reimburse the cost of such review up to a maximum of five thousand dollars (\$5,000).

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer or Change of Control. This Agreement shall not be assigned, sold, or transferred other than by operation of law or to an Affiliate of the Grantee, nor shall control of the Agreement or of the Grantee be assumed by another party who is not an Affiliate of the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. The word "control" as used herein is not limited to majority stockholders but includes actual working control in whatever manner exercised. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Agreement or Cable System to secure indebtedness.

11.2 Notification and Application to Grantor. In accordance with federal law, the Grantee and the transferee shall make a written request of the Grantor for its consent to any actual or proposed (a) assignment, sale or transfer of this Agreement other than by operation of law or to an Affiliate

of the Grantee, or (b) change of control of this Agreement or of the Grantee to another party who is not an Affiliate of the Grantee. Such request shall be accompanied by all information required by federal law. Within thirty (30) days of receiving such a request, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee or any other information permitted by federal law. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given, unless the Grantor and the Grantee have agreed to an extension of time.

SECTION 12 **Records, Reports and Maps**

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required. The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.
- C. All financial and accounting records necessary to demonstrate compliance with this Agreement, including, without limitation, all records necessary to conduct the Franchise Fee and financial review described in Section 10.5.

12.3 Inspection of Records. The Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any of the Grantee's records maintained by the Grantee as is reasonably necessary to ensure the Grantee's compliance with this Agreement. Such notice shall specifically reference the subsection of the Agreement that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act (47 U.S.C. § 551). The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent the Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Agreement, or for any other reason, it shall advise the Grantee in advance so that the Grantee may take appropriate steps to protect its interests. If the Grantee requests that the Grantor continue to oppose such release, then until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of the Grantee's books and records marked confidential, as set forth above, to any Person, and the Grantee shall reimburse the Grantor for all reasonable costs and attorneys' fees incurred in any legal proceedings related to same. If the

Grantee does not request that the Grantor oppose such release, then the Grantor shall make an independent judgment with respect to such release, and the Grantee shall not be liable for any costs related to same.

SECTION 13

Access

13.1 Access Channel. Upon prior written notice to Grantee, but not less than 180 days, Grantor may request the use of one Channel on the Cable System for use by the Grantor for non-commercial, video programming for public, education and government (“PEG”) access programming. The PEG Channel may be placed on any tier of service available to Subscribers. Grantor, or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising any trained/qualified personnel who conduct the operation of the PEG Channel.

13.2 Indemnification and Restrictions. The Grantor shall indemnify, save and hold harmless the Grantee from and against any and all liability resulting from the Grantor’s use of the aforementioned PEG Channel whether Grantor operates the PEG Channel from Grantor’s facilities or a third party’s facilities. Grantee shall not be responsible for operating and managing the PEG Channel including approving any PEG programming. Grantor reserves the right to permit a third party to operate and manage the PEG Channel on the Grantor’s behalf or for obtaining releases from programmers for any PEG programming. The PEG Channel shall not be used for commercial purposes, including but not limited to advertising or leased access. Grantor agrees to notify any Person using PEG Channels of these non-commercial use requirements, but shall not be responsible for any individual’s exercise of free speech.

SECTION 14

Enforcement or Revocation

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of this Agreement, the Grantor shall first informally discuss the matter with the Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the “Violation Notice”).

14.2 Grantee’s Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (A) respond to the Grantor, contesting the assertion of noncompliance, (B) to cure such default, or (C) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed. If (i) the Grantee fails to respond to the Violation Notice received from the Grantor, (ii) the Grantee responds to the Grantor, contesting the assertion of the noncompliance, but the Grantor disagrees with the Grantee’s response, or (iii) if the default is not remedied within the thirty (30) day cure period set forth above, the Grantor may pursue any remedies available to it under Applicable Law; provided, that the Grantor shall not conduct an administrative proceeding or hearing. The Grantee reserves all legal and equitable rights under Applicable Law to challenge or appeal any action by the Grantor with respect to an alleged violation of this Agreement.

14.3 Alternative Remedies. No provision of this Agreement shall be deemed to bar the right of the Grantor to seek or obtain judicial relief from a violation of any provision of this Agreement or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Agreement nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Grantor to recover monetary damages for such violations by the Grantee, or to seek and obtain judicial enforcement of the Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

SECTION 15 **Miscellaneous Provisions**

15.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of this Agreement for violations of this Agreement where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.4 Equal Protection. No Cable Operator shall be permitted to locate a Cable System in the Streets in order to provide Cable Service in the Service Area without a Franchise. The Grantee acknowledges and agrees that the Grantor reserves the right to grant one (1) or more additional Franchises or other similar lawful authorization to utilize the Streets to provide Cable Services within the Service Area. If the Grantor grants such an additional Franchise or other similar lawful authorization containing material terms and conditions that differ from the Grantee's material obligations under this Agreement, then the Grantor agrees that the obligations in this Agreement will, pursuant to the process set forth in this section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: the Franchise Fee; Gross Revenue definition; insurance; Cable System build-out requirements; security instruments; the Access Channel and the Access Capital Grant; customer service standards; required reports and related record keeping; level playing field (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall

not require word for word identical Franchise provisions so long as the regulatory and financial burdens on each entity are materially equivalent.

- A. The modification process of this Agreement as provided for in this section shall only be initiated by written notice by the Grantee to the Grantor regarding specified obligations. The Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive Franchise which are materially different from the Grantee's obligations under this Agreement; (2) identifying the Agreement terms and conditions for which the Grantee is seeking amendments; (3) providing text for any proposed Agreement amendments to the Grantor, with a written explanation of why the proposed amendments are necessary and consistent.
- B. Upon receipt of the Grantee's written notice as provided in subsection 15.4A, the Grantor and the Grantee agree that they will use best efforts in good faith to negotiate the Grantee's proposed Agreement modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Grantor and the Grantee reach agreement on the Agreement modifications pursuant to such negotiations, then the Grantor shall amend this Agreement to include the modifications.
- C. If the parties fail to reach agreement in the negotiations as provided for in subsection 15.4B, the Grantee may, at its option, elect to replace this Agreement by opting into the Franchise or other similar lawful authorization to use the Streets in order to provide Cable Service that the Grantor grants to another provider of Cable Services, so as to ensure that the regulatory and financial burdens on each entity are equivalent. If the Grantee so elects, the Grantor shall immediately commence proceedings to replace this Agreement with the Franchise issued to the other Cable Services provider.
- D. Nothing in this section shall be deemed a waiver of any remedies available to the Grantee under Applicable Law, including but not limited to Section 625 of the Cable Act (47 U.S.C. § 545).
- E. Should the Grantee seek an amendment to this Agreement or a replacement Franchise pursuant to this section, while the parties shall pursue the adoption of such amendments or replacement Franchise pursuant to subsections 15.4A through D, any such amendments or replacement Franchise shall not become effective unless and until the new entrant makes Cable Services available for purchase by Subscribers or customers under its agreement with the Grantor.

15.5 Notices. Unless otherwise provided by Applicable Law, all notices, reports or demands pursuant to this Agreement shall be in writing and shall be deemed to be sufficiently given upon delivery to the Persons at the respective addresses set forth below by hand delivery, by U.S. certified mail, return receipt requested, or by nationally or internationally recognized courier service such as Federal Express. The Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or Channel positions using any reasonable written means,

including e-mail. Either party may notify the other from time to time of the email address at which that party wishes to received notices electronically.

If to Grantor: Town of Crested Butte
Attn: Dara MacDonald
Town Manager
P. O. Box 39
507 Maroon Ave.
Crested Butte, CO 81224

If to Grantee: Spectrum Pacific West LLC
Attn: Government Affairs
6399 S. Fiddler's Green Circle, Sixth Floor
Greenwood Village, CO 80111

With a copy to:

Charter Communications
Attn: Vice President of Government Affairs
601 Massachusetts Ave. NW, Suite 400W
Washington, DC 20001

15.6 Public Notice. Minimum public notice of (A) any public hearings relating to this Agreement or (B) any grant of a Franchise by the Grantor to any other Person(s) to provide Cable Services utilizing any system or technology requiring use of the Streets, shall be as provided by Applicable Law unless a longer period is otherwise specifically set forth in this Agreement. Grantor shall utilize best efforts to provide written notice to the Grantee within thirty (30) days of Grantor's receipt from any other Person(s) of an application or request for a Franchise(s) to provide Cable Services utilizing any system or technology requiring use of the Streets. Notwithstanding the foregoing, it shall not be a violation of the Grantor's obligations under this Franchise if a failure to provide such notice is unintentional.

15.7 Reservation of Rights. Each party reserves its rights to enforce provisions of Applicable Law to the rights, duties and obligations of this Franchise, as they may change in the future. Further, each party reserves its rights to challenge the applicability to any future changes in the law to the rights, duties and obligations of this Franchise.

15.8 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.

15.9 Entire Agreement. This Agreement and any Exhibits hereto constitute the entire agreement between the Grantee and the Grantor and supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.10 Administration of Franchise. This Agreement is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained

herein. Any changes, modifications or amendments to this Agreement must be made in writing, signed by the Grantor and the Grantee.

15.11 Effective Date. This Agreement will take effect and be in full force from such date of acceptance by the Grantee recorded on the signature page of this Agreement (the “Effective Date”).

15.12 Publication Costs. This Agreement shall be published in accordance with Applicable Law. The Grantee shall reimburse the Grantor for all costs incurred in publishing this Agreement and any notices or ordinances in connection with its adoption if such publication is required by Applicable Law.

15.13 Venue and Jurisdiction. The parties agree that any action arising out of this Agreement will be brought in the district court of Gunnison County or federal courts located in the State of Colorado, irrevocably submit to the exclusive jurisdiction of any such court and waive any objection that such party may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agree not to plead or claim the same.

Considered and approved this ___ day of _____, 2018.

GRANTOR:

Town of Crested Butte, Colorado

Signature: _____

Print Name: _____

Title: _____

Accepted this ___ day of _____, 2018, subject to Applicable Law.

GRANTEE:

Spectrum Pacific West LLC
By: Charter Communications, Inc., its Manager

Signature: _____

Print Name: _____

Title: _____

EXHIBIT A

Town Hall – 507 Maroon Ave.

Town Marshal's Office – 507 Maroon Ave.

308 Building – 308 Third Street

Nordic Center – 620 Second Street