

## SETTLEMENT AGREEMENT

WHEREAS, in or about 1988 the predecessors in interest of United Cable Television of Santa Cruz, Inc. ("UCTCSC") and UACC Midwest, Inc. ("UA Midwest") entered into franchise agreements with the City of Santa Cruz ("the City") and the County of Santa Cruz ("the County") (collectively "Santa Cruz") for the provision of cable services within Santa Cruz (the "Franchise Agreements"); and

WHEREAS, UCTCSC and UACC Midwest later became the "Grantee" under the Franchise Agreements; and

WHEREAS, Santa Cruz, on the one hand, and UCTCSC and UACC Midwest, on the other hand, entered into that Stipulation and Consent Judgment dated as of May 16, 1989 (the "Consent Judgment"), which was entered in an action entitled *Group W Cable, Inc. v. City of Santa Cruz, et al.*, United States District Court for the Northern District of California, Case No. C-84-7546-WWS (now entitled *UACC Midwest, Inc., and United Cable Television of Santa Cruz, Inc. v. City of Santa Cruz, et al* and using Case No. C-84-7546-SI) (the "Action"); and

WHEREAS, the Consent Judgment has been amended from time to time by the stipulation of the parties and approval of the United States District Court for the Northern District of California ("the Court"); and

WHEREAS Comcast of California/Massachusetts/Michigan/Utah, Inc. and Comcast of Santa Cruz, Inc., collectively, became the cable operator of Santa Cruz in 2002 by acquiring UA Midwest and UCTCSC, and thereby became subject to the terms and conditions of the Franchise Agreements and the Consent Judgment, as amended from time to time. (Comcast of California/Massachusetts/Michigan/Utah, Inc. and Comcast of Santa Cruz, Inc. are collectively referred to herein as "Operator"); and

WHEREAS, Santa Cruz and Operator entered into a Letter Agreement dated November 30, 2006, resolving certain disputes that had arisen between them out of the certification process and rate increases for 2004, 2005 and 2006 Rate Years and agreeing upon a process for resolving future disputes without the necessity of resorting to court proceedings under the Consent Judgment, as amended) (the "2006 Letter Agreement"); and

WHEREAS, a dispute has arisen by and among the parties hereto regarding various issues under the Operator's Franchise Agreements with Santa Cruz and under the Consent Judgment, as amended, including without limitation the date on which the term of the Franchise Agreements and the Court's jurisdiction over the parties under the terms of the Consent Judgment, as amended, shall expire or end ("the Dispute"); and

WHEREAS, the parties now desire to settle the Dispute and to release the others against any claim relating to the Dispute pursuant to, and by the terms of, this Settlement Agreement and the Fourth Amendment to the Stipulation and Consent Judgment (the "Fourth Amendment"), both of which shall become effective concurrently with the other upon the date of entry by the Court of an order approving the Fourth Amendment.

**The parties hereto agree as follows:**

**I. Agreed Expiration of Franchise; Fourth Amendment to Stipulation and Consent Judgment.**

Operator and Santa Cruz hereby agree, as a material condition of this Settlement Agreement, that the term of the Franchise Agreements, the Court's jurisdiction over Operator and Santa Cruz based upon the Consent Judgment, as amended, and the Consent Judgment shall continue until 11:59 p.m. on June 30, 2014 at which time the Franchise Agreements, the Court's jurisdiction and the Consent Judgment, as amended, shall expire ("the Expiration Date"). Santa Cruz further warrants and agrees that it shall take no actions to extend the term of the Franchise

Agreements and/or the Consent Judgment (as amended) past June 30, 2014. Santa Cruz also agrees that no construction activities undertaken by Comcast (whether by way of line extension, upgrade or rebuild) shall trigger an extension of the term of the Franchise Agreements and/or the Consent Judgment.

Operator and Santa Cruz shall stipulate to the terms and conditions of a Fourth Amendment to Stipulation and Consent Judgment (the "Fourth Amendment") in the form attached hereto as Exhibit A, and agree to promptly and jointly submit the Fourth Amendment to the Court for approval. All of the terms of this Settlement Agreement are subject to, and conditioned upon, the Court entering an order approving the Fourth Amendment in the form attached hereto as Exhibit A.

**II. Franchise Fee/Utility User Tax Audit for Period January 1, 2005 through December 31, 2008.**

Santa Cruz has performed an audit of the franchise fees and utility user tax fees paid by Operator for the period between January 1, 2005 through December 31, 2008 (the "Audit Period"). Santa Cruz contends, and Operator denies, that Operator has underpaid the franchise fees and utility user tax fees due and owing to Santa Cruz for the Audit Period. Without admitting any liability, and without agreeing to the calculations or methodology employed by the City and County in calculating the sums allegedly due, Operator agrees to pay \$88,114 to the City and \$174,862 to the County, within forty-five (45) days of the Effective Date of this Settlement Agreement, as the full and complete settlement of this claim. The City and County expressly agree that Operator may pass these franchise fee payments through to City and County subscribers, and that Operator may pass the utility user tax through to its City subscribers.

### **III. Fiber Lease Agreement For the Period July 1, 2014 through June 30, 2021.**

On or before June 30, 2011, Comcast shall enter into a Fiber Use Agreement with Santa Cruz, in the form attached hereto as Exhibit B, specifying the terms and conditions pursuant to which Comcast will lease to Santa Cruz the I-Net currently used by Santa Cruz for a period of 7 years at a rate of \$1/year commencing on July 1, 2014. The Fiber Use Agreement shall take effect only if (a) the Court enters an order approving the Fourth Amendment to Stipulation and Consent Judgment in the form attached hereto as Exhibit A (see Section I, above), (b) both the Consent Judgment (as amended) and the existing Franchise Agreements between Santa Cruz and Operator terminate on June 30, 2014; and (c) Comcast, or any successor in interest upon which the Fiber Use Agreement will be binding, is continuing to provide cable service within Santa Cruz.

### **IV. Relocation of Head End Feed.**

If requested to do so by Santa Cruz on or before June 30, 2013, Operator agrees to relocate the head end feed for the PEG studio from its current location to a location within the City of Santa Cruz, to be designated by Santa Cruz; provided, however, that the total costs in connection with this work shall not exceed ten thousand dollars (\$10,000). Santa Cruz will reimburse Operator for Operator's actual direct costs, calculated on a time and material basis. Although Operator will be reimbursed for its actual direct costs by Santa Cruz, the parties expressly agree that Operator shall not be required to perform any work in connection with the relocation of the head end feed for the PEG studio which exceeds \$10,000 in costs.

### **V. Rates**

#### **A. 2011 Basic Service Rate and Lifeline Tier Rate**

Effective July 1, 2011 the Operator may increase the Basic Service Rate to a maximum of forty-three dollars and forty-seven cents (\$43.47) (the "2011 Basic Service Rate"), and may



increase the Lifeline Service Tier Rate to a maximum of fourteen dollars and sixty-four cents (\$14.64) (the "2011 Lifeline Tier Rate"). Both the 2011 Basic Service Rate and the 2011 Lifeline Tier Rate shall remain in effect until June 30, 2012.

**B. Annual Rate Increase to Basic Service Rate and Lifeline Service Tier**

The parties expressly agree that, for the duration of the term of the Consent Judgment (and its amendments), which the Parties agree expires and shall terminate on June 30, 2014, Operator may increase the Basic Service Rate and the rate for the Lifeline Service Tier once annually, consistent with the provisions of Section I.C and II.C of the Third Amendment of the Stipulation and Consent Judgment, and as agreed to and modified in the 2006 Letter Agreement (collectively, the "Rate Provisions"), which increases will be calculated on the basis that the amounts specified in Section V.A., above, are the approved rates for 2011.

**C. 2011 PEG Fee**

Effective July 1, 2011 Santa Cruz agrees that the amount of the monthly PEG Access Fee paid to Santa Cruz after the rate increase specified in Paragraph IV.A., above, shall be one dollar and fifty-four cents (\$1.54) per each Full Basic Service Tier Subscriber and each Lifeline Subscriber, and one dollar and thirty-nine cents (\$1.39) per each Basic Service Subscriber who received a senior discount pursuant to Section 26 of the Franchise Agreement. PEG Access Fees shall be adjusted in accordance with the Rate Provisions on a going forward basis, provided that the Line Extension Fund Fee (defined in Paragraph V.D.2, below) shall not be included in the PEG Access Fee adjustments.

**D. 2012/2013 Additional "Line Extension Fund" Fee**

1. Under the terms of its Franchise Agreements, Operator is required to extend its plant and provide cable service to areas within the City and/or County that have an average density of at least 25 constructed dwelling structures per plant mile (the "Franchise Density

Threshold”). Santa Cruz desires to create a source of money (the “Line Extension Fund”) to help fund line extension construction by Operator to portions of Santa Cruz where Operator’s cable service is requested, but the Franchise Density Threshold is not met.

2. Commencing on July 1, 2012 and continuing through June 30, 2014, Operator shall charge fifteen cents (\$.15) per month in addition to the Full Basic Service Rate to help fund additional line extension construction within Santa Cruz to areas which do not meet the Franchise Density Threshold (the “Line Extension Fund Fee”). This monthly Line Extension Fund Fee shall be *in addition to, and additive of*, the maximum permitted rate which Operator may otherwise charge for the Full Basic Service Tier under the terms of the Consent Judgment, as amended. [For example, if the maximum permitted rate which Operator may charge for the Full Basic Service Tier effective July 1, 2012 would otherwise be \$44.50, then the Parties agree that Operator shall charge an additional \$0.15 as the Line Extension Fund Fee, for a total Basic Service Tier Charge of \$44.65.] The inclusion of the Line Extension Fund Fee shall not affect the calculation of the PEG fees due.

3. The amounts collected as the Line Extension Fund shall be segregated by Operator, and the balance of the Line Extension Fund shall be reported to Santa Cruz on a quarterly basis. [*The permitted and required uses of the Line Extension Fund, together with the line extension obligations associated with the Line Extension Fund, are addressed in Section VII below.*]

#### **VI. Line Extensions to Specified Areas.**

Operator shall extend its cable plant in the public rights of way and activate cable service to the following areas (as identified in the maps and schedule of residential addresses attached as Exhibit C hereto) by September 1, 2012, without additional charge to subscribers other than standard installation charges for standard drops (as currently defined in Section 9(I) the City’s

Cable Ordinance and Section 5.24.090(I) of the County's Cable Ordinance). Non-standard drops are subject to additional charges.

- a. Summit Woods/Adam Road/Miller Cut Off Road/Terrace Grove (10 miles of plant to approximately 336 homes).
- b. North Ponza Lane (.63 miles of plant to approximately 13 homes).
- c. North Rodeo Gulch Area (13.75 miles of plant to 266 homes).
- d. Cave Gulch Area (4.92 miles of plant to approximately 59 homes).
- e. Coast Road/Dimeo Lane and Highway 1 Area (2.7 miles of plant to approximately 41 homes).

All cable plant extensions shall be constructed and activated consistent with the technical standards and requirements specified in the Franchise Agreements and related franchise documents.

#### **VII. Additional (Possible) Line Extension.**

A. Upon written notice from Santa Cruz received on or before October 1, 2012, and subject to the limitations described in Section VII.B below, Operator shall extend and activate its cable system plant to areas within Santa Cruz that do not meet the Franchise Density Threshold, and shall complete such extension within 18 months from receipt of written notice. All cable plant extensions shall be constructed and activated consistent with the technical standards and requirements specified in the Franchise Agreements. The construction costs for such line extensions ("Line Extension Construction Costs") shall be divided between Operator and the Line Extension Fund, based upon the ratio of actual homes per mile in the area for which the line extension is requested and the Franchise Density Threshold (i.e., Operator shall bear the economic burden of 25 homes per miles ["Operator's Pro Rata Share"] and the economic burden of construction below 25 homes per miles shall be recovered from the Line Extension Fund [the "Line Extension Fund's Pro Rata Share"]. For example, if Santa Cruz requests a line extension

in an area which has 12.5 homes per mile, 50% of the line extension construction costs would comprise the Line Extension Fund's Pro Rata Share and be funded through the Line Extension Fund, and 50% of the Line Extension Construction Costs would comprise Operator's Pro Rata Share and be funded by Operator.)

B. Operator *shall not* have the obligation to construct a line extension requested by Santa Cruz pursuant to Section VII.A above if the Line Extension Fund (described in Section V.D above) *is not* projected to adequately fund the Line Extension Fund's Pro Rata Share of Line Extension Construction Costs between the date of the line extension construction order and July 1, 2014. However, the short-term unavailability of funds in the Line Extension Fund shall not act as a bar to an order of line extension construction pursuant to Section VII.A above so long as the Line Extension Fund is projected to adequately fund the Line Extension Fund's Pro Rata Share of the Line Extension Construction Costs between the date of the line extension construction order and July 1, 2014.

C. If, and to the extent, that the Line Extension Fund has not be exhausted and expended by July 1, 2014, the unexpended portion of the Line Extension Fund shall be refunded to Operator's then-current subscribers in Santa Cruz by no later than July 1, 2015 and shall take the form of one or more line-item credits appearing on the subscribers' monthly statement(s).

#### **VIII. Settlement and Release of Claims.**

Upon approval of the Fourth Amendment by the Court in the form attached hereto as Exhibit A, each of the parties hereto does release and discharge the other, and each of their respective present or former officers, directors, employees, agents, shareholders, attorneys, parents, subsidiaries, affiliates, predecessors, and successors, and each of them, from any and all claims, causes of action, or demands, of whatever nature, which arose or accrued prior to the Effective Date of the Agreement, including but not limited to, claims or assertions that either

party is in material breach of the Franchise Agreements, Consent Judgment, First Amendment to Stipulation and Consent Judgment, Second Amendment to Stipulation and Consent Judgment, Third Amendment to Stipulation and Consent Judgment, or the 2006 Letter Agreement as of the effective date of this Settlement Agreement and the Fourth Amendment and/or that the term of the parties' Franchise Agreements and the Court's jurisdiction over the parties pursuant to the terms of the Consent Judgment (as amended) extends past June 30, 2014, excluding any liability for unpaid franchise fees and/or utility user taxes for any period subsequent to the Audit Period. (collectively "the Released Claims"). The parties hereto acknowledge that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but that it is their intention to, and they do hereby fully, finally and forever settle and release any and all claims, demands, and causes of action, known or unknown, suspected and unsuspected, of any kind and nature, whatsoever, which now exist, may hereafter exist or may heretofore have existed with respect to the subject matter of the Released Claims.

The parties further agree that the release given herein is a special release as to the Released Claims and not a general release and therefore is not governed by California Civil Code section 1542. In the event that it is determined that the release is a general release, the parties waive the benefit of Civil Code section 1542 which provides as follows:

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

#### **IX. Counterparts.**

This Settlement Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy and all of which together shall constitute one

agreement binding on all parties hereto (subject to Court approval of the Fourth Amendment attached hereto as Exhibit A), notwithstanding that all parties shall not have signed the same counterpart.

**X. Entire Agreement.**

The Parties, individually and collectively, declare and represent that no promise, inducement or other agreement not expressly contained herein has been made and that this Settlement Agreement contains the entire agreement between the parties and the terms of this Settlement Agreement are contractual and not recitals only. This Settlement Agreement shall inure to the benefit of each party hereto or benefitted hereby, and to their predecessors, successors, subsidiaries, affiliates, representatives, assigns, agents, officers, directors, employees and personal representatives, past, present and future.

**XI. No Modification Except in Signed Writing.**

This Settlement Agreement may not be altered, amended or modified in any respect, except by a writing duly executed by the party to be charged. All prior agreements, understandings, oral agreements and writings are expressly superseded hereby and are of not further force or effect.

**XII. Authority.**

Each party represents and warrants that it has all necessary power and authority to enter into this Settlement Agreement and to perform the obligations to be performed by them hereunder.

**XIII. Each Party to Bear Own Attorneys' Fees and Costs.**

Each party agrees that it is solely responsible for its own attorneys' fees and costs incurred in connection with the Dispute, and the preparation of this Settlement Agreement, the Fourth Amendment and all other related documents.

**XIV. Effective Date.**


As used herein the "Effective Date" of this Settlement Agreement shall be the date of the entry by the Court of the order approving this Fourth Amendment. If the Court does not enter an order approving the Fourth Amendment, then this Settlement Agreement, and the rights and obligations hereunder, shall not take effect and shall be null and void.

**XV. Violations.**

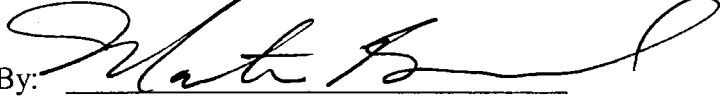
A failure of the Operator to materially comply with Sections II, IV, VI and VII of this Settlement Agreement shall constitute a material breach of the Franchise Agreements and be subject to the enforcement mechanisms therein. To the extent any terms and conditions of the Franchise Agreements and/or the Consent Judgment, as amended, are inconsistent with the terms and conditions of this Settlement Agreement and/or the Fourth Amendment, they are null and void.

**APPROVED AS TO FORM:**


RUTAN & TUCKER, LLP

By:   
William M. Marticorena  
Attorneys for the City and  
County of Santa Cruz

CITY OF SANTA CRUZ

By:   
Its: City Manager  
Dated: June 28, 2011

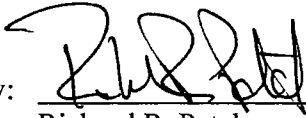
COUNTY OF SANTA CRUZ

By:   
Its: County Administrator  
Dated: June 28, 2011

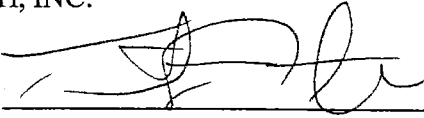
///

**APPROVED AS TO FORM:**

COBLENTZ, PATCH, DUFFY & BASS LLP

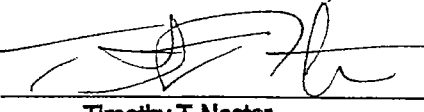
By:   
Richard R. Patch  
Attorneys for Comcast of California/  
Massachusetts/ Michigan/Utah, Inc.  
and Comcast of Santa Cruz, Inc.

COMCAST OF CALIFORNIA/  
MASSACHUSETTS/ MICHIGAN/  
UTAH, INC.

By:   
Timothy T. Nester  
SVP - Finance and Accounting

Dated: June ~~20~~ 2011  
July 20, 2011

COMCAST OF SANTA CRUZ, INC.

By:   
Timothy T. Nester  
SVP - Finance and Accounting

Dated: June ~~20~~ 2011  
July 20, 2011



**EXHIBIT A**

**Fourth Amendment to Stipulation and Consent Judgment**

**FOURTH AMENDMENT TO THE STIPULATION AND  
CONSENT JUDGMENT DATED AS OF JUNE 28, 2011**

WHEREAS, the City of Santa Cruz ("the City"), the County of Santa Cruz (the "County"), (the City and County shall be collectively referred to as "Santa Cruz"), United Cable Television of Santa Cruz, Inc. ("UCTCSC") and UACC Midwest, Inc. ("UA Midwest"), entered into that Stipulation and Consent Judgment dated as of May 16, 1989 (the "Consent Judgment"); and

WHEREAS, this Court entered an Order Approving First Amendment to the Stipulation and Consent Judgment; and

WHEREAS, this Court entered an Order Approving the Second Amendment to the Stipulation and Consent Judgment dated as of February 17, 1999; and

WHEREAS, this Court entered an Order Approving the Third Amendment to the Stipulation and Consent Judgment dated as of April 15, 2002; and

WHEREAS, in or about 2002 Comcast of California/Massachusetts/Michigan/Utah, Inc. and Comcast of Santa Cruz, Inc., collectively, became the cable operator of Santa Cruz by acquiring UACC Midwest and UCTCSC (Comcast of California/Massachusetts/Michigan/Utah, Inc. and Comcast of Santa Cruz, Inc. are collectively referred to herein as "Operator"); and

WHEREAS, Santa Cruz and Operator entered into a Letter Agreement dated November 30, 2006, resolving certain disputes that had arisen between them out of the certification process and rate increases under the terms of the Third Amendment for the 2004, 2005 and 2006 Rate Years and agreeing upon a process for resolving future disputes without the necessity of resorting to court proceedings under the Consent Judgment, as amended) (the "2006 Letter Agreement"); and

WHEREAS, a dispute has arisen by and among the parties to the Consent Judgment, as amended, regarding various issues under the Operator's Franchise Agreements with Santa Cruz and under the Consent Judgment, as amended, including without limitation the date on which the term of Operator's franchise agreement(s) with Santa Cruz, as well as the Court's jurisdiction over the parties based upon the Consent Judgment, as amended, shall expire ("the Dispute"); and

WHEREAS, the parties now desire to settle and resolve certain portions of that good faith Dispute pursuant to, and by the terms of, this Fourth Amendment to the Stipulation and Consent Judgment (the "Fourth Amendment") and to settle and resolve the other portions of that good faith Dispute pursuant to, and by the terms of, a Settlement Agreement (the "Settlement Agreement"), which shall become effective concurrently with this Court's entry of an order approving this Fourth Amendment; and

WHEREAS, pursuant to Paragraph XX of the Consent Judgment, it may be changed, altered and modified in any respect, but only by an instrument in writing, signed by all parties thereto and approved by the Court; and

WHEREAS, as opposed to litigating the Dispute, the parties desire to resolve the Dispute and release the others against any claim relating thereto, by this Fourth Amendment and the separate Settlement Agreement.

Now, without further trial or proceedings, the parties hereto amend the Consent Judgment as follows:

**I. TERMINATION DATE OF FRANCHISE AGREEMENTS AND OF THE STIPULATION AND CONSENT JUDGMENT, AS AMENDED.**

The term of the Franchise Agreements, the Court's continuing jurisdiction over Operator and Santa Cruz based upon the Stipulation and Consent Judgment entered by Order of this Court on May 16, 1989, as amended from time to time, and the Consent Judgment *shall expire at 11:59 p.m. on June 30, 2014* ("the Expiration Date"). Nothing other than an express writing signed by both parties and approved by the Court specifically extending the Expiration Date will extend the Expiration Date.

**II. COUNTERPARTS**

This Fourth Amendment may be executed in several counterparts, each of which when so executed shall be deemed to be an original copy and all of which together shall constitute one agreement binding on all parties hereto (subject to court approval), notwithstanding that all parties shall not have signed the same counterpart.

**III. EACH PARTY TO BEAR OWN ATTORNEYS' FEES AND COSTS**

Each party agrees that it is solely responsible for its own attorneys' fees and costs incurred in connection with the disputes resolved herein, and the preparation of this Fourth Amendment and all related documentation.

**IV. EFFECTIVE DATE**

The "Effective Date" of this Fourth Amendment shall be the date of the entry by this Court of the order approving this Fourth Amendment.

**APPROVED AS TO FORM:**

RUTAN & TUCKER, LLP

CITY OF SANTA CRUZ

By: William M. Marticorena

William M. Marticorena  
Attorneys for the City and  
County of Santa Cruz

By: [Signature]

Its: City Manager

Dated: June 28, 2011

COUNTY OF SANTA CRUZ

By: [Signature]

Its: County Administrator

Dated: June 28 2011

**APPROVED AS TO FORM:**

COBLENTZ, PATCH, DUFFY & BASS LLP

COMCAST OF CALIFORNIA/  
MASSACHUSETTS/ MICHIGAN/  
UTAH, INC.

By: [Signature]

Richard R. Patch  
Attorneys for Comcast of California/  
Massachusetts/ Michigan/Utah, Inc.  
and Comcast of Santa Cruz, Inc.

By: [Signature]

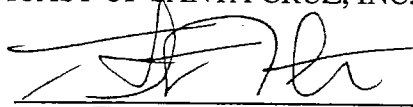
Timothy T. Nester  
SVP - Finance and Accounting

Dated: June 20, 2011

July 20, 2011

COMCAST OF SANTA CRUZ, INC.

By:



Timothy T. Nester

Its:

SVP - Finance and Accounting

Dated: June   , 2011

July 20, 2011

**EXHIBIT B**

**Fiber Use Agreement**

## **FIBER USE AGREEMENT**

**THIS FIBER USE AGREEMENT** (the "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2011, between Comcast of California/Massachusetts/Michigan/Utah, Inc. and Comcast of Santa Cruz, Inc. (collectively "the Company"), on the one hand, and the City of Santa Cruz and County of Santa Cruz (collectively "Grantee"), on the other hand.

WHEREAS, Company has constructed and installed certain fiber optic strands in the City and County of Santa Cruz, which Grantee currently uses for government communication purposes ("the I-Net"); and

WHEREAS the Company and Grantee have agreed that the term of both (a) the Company's cable television franchise agreements with Grantee (the "Franchise Agreements"), and (b) the jurisdiction of the United States District Court for the Northern District of California (the "Court") over the Company and Grantee based upon the Consent Judgment, as amended (originally entered into in 1989 in an action entitled *Group W Cable, Inc. v. City of Santa Cruz, et al.*, United States District Court for the Northern District of California, Case No. C-84-7546-WWS) ("the Consent Judgment"), will expire on June 30, 2014; and

WHEREAS, Grantee desires to continue to use the I-Net for government communication purposes subsequent to June 30, 2014; and

WHEREAS, provided that (a) the term of the Franchise Agreements and the Court's jurisdiction over the parties pursuant to the Consent Judgment expire on June 30, 2014, and (b) effective July 1, 2014 the Company, or a successor-in-interest to the Company upon which this Agreement will be binding, is providing cable service within the City and County of Santa Cruz, the Company is willing to permit Grantee to use the I-Net in accordance with the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

### **1. USE OF FIBER**

The I-Net currently consists of a certain number of strands of Company's multi-strand single mode fiber optic cable located in the public rights of way, which strands originate and terminate at the points set forth in Exhibit A. The strands are hereinafter referred to as the "Facilities," and the routing and number of those strands between specific origination and termination points are also set forth in Exhibit A. Any equipment, fiber optic cable, or other facilities that provide connectivity to the government buildings identified in Exhibit A, *that are not located in the public rights of way, are not part of the Facilities and shall be maintained and repaired by Grantee at Grantee's sole cost and expense.* To the extent that any dispute arises between the Company and Grantee as to whether certain strands are part of the Facilities based upon existing use, Grantee shall bear the burden of proving that the strands are being used by Grantee as of the date this Agreement is signed by the parties.



Pursuant to the terms and conditions of this Agreement, Company will make available to Grantee, for use by Grantee solely for government communications purposes, the Facilities. Grantee shall not use capacity on the Facilities to provide services to any non-governmental third-party in competition with Operator.

**2. TERM; CHARGES**

A. Provided that (a) the term of the Franchise Agreements and the Court's jurisdiction over the parties pursuant to the Consent Judgment expire on June 30, 2014, and (b) the Company, or a successor-in-interest to the Company upon which this Agreement will be binding, is providing cable television service within the City and County of Santa Cruz, then this Agreement shall become effective on July 1, 2014 (the "Effective Date") and shall remain in full force and in effect for a period of seven (7) years from the Effective Date, unless terminated earlier in accordance with this Agreement.

B. Grantee shall pay an annual recurring charge in the amount of one dollar (\$1.00) per year for the use of the Facilities. This charge will begin as of the Effective Date, and Company may bill Grantee in advance for the annual charge which shall be paid by the invoice due date.

C. In addition, Grantee shall pay all actual costs of repair of the Facilities located in the public rights of way. Such costs shall be billed by Company to Grantee on a time and materials basis, at Company's actual direct costs, at the time of occurrence and shall be paid by Grantee by the date specified in the invoice. If the Facilities cannot be repaired, Company shall have no obligation to replace the Facilities. Company will provide Grantee with a written estimate for any repairs to the Facilities which exceed five thousand dollars (\$5,000.00). Grantee will promptly notify Company in writing if it is willing to pay the cost of such repair, and Company shall have no obligation to make the repair unless and until Grantee provides its written agreement to pay for the repair.

**3. REPAIR OBLIGATIONS**

A. All repair of the Facilities located in the public rights of way shall be performed by or under the direction of Company. Grantee may not, nor permit others to, rearrange, disconnect, remove, attempt to repair or otherwise tamper with any of the Facilities, except with the written consent of Company, which consent shall be at Company's sole discretion.

B. All maintenance and repair of any portion of the I-Net which is not located in the public rights of way (including without limitation drops, extensions and equipment) shall be the sole responsibility of Grantee.

**4. USE OF FACILITIES**

A. Grantee shall use the Facilities solely for the purpose of the transmission of government communication services between and among the locations described in Exhibit A, or to locations not on Exhibit A if, and only if, one of the current locations identified in Exhibit A is relocated at County's sole expense.

**B.** Grantee shall not use the Facilities to provide service to any non-governmental third-party in competition with Operator. Without limiting the generality of the foregoing statement, Grantee shall not use, or permit any other entity or person to use, the Facilities in conjunction with high-speed internet access service to residential or commercial customers located in Company's franchise area, cable television service, franchised or non-franchised satellite master antenna television service, direct broadcast satellite based service or any subscription-based multichannel video service.

**C.** Grantee shall not use, or knowingly permit any other entity or person to use, the Facilities in violation of this Agreement, any law, rule, regulation or order of any governmental authority having jurisdiction over the Facilities.

**D.** Company may require Grantee to immediately shut down its transmission of signals if the transmission is causing interference to others due to Grantee's fault. Grantee shall reimburse Company for any and all costs that are incurred by Company in its efforts to eliminate interference caused primarily by Grantee's transmission of signals over the Facilities due to Grantee's fault.

**5. SERVICE INTERRUPTION: LIMITATIONS OF WARRANTY AND DAMAGES**

Based in part upon the fact that Grantee is only paying a nominal rent of \$1.00 per year, Grantee acknowledges and agrees that in the event of a Facilities outage or any service interruption: (a) the Company shall not have any liability whatsoever to Grantee or to any person, firm or entity as a result of such a Facilities outage or service interruption and (b) the Company shall waive the \$1.00 per year annual recurring charge for any year during which there is such a Facilities outage or service interruption. Grantee acknowledges and agrees that this shall be Grantee's sole and exclusive remedy at law and equity, provided that no credit shall be provided for Facilities outages or service interruptions caused by Grantee, Grantee's equipment or facilities, or by force majeure.

**6. TITLE**

All right, title, and interest in the Facilities located within the public rights of way and any other equipment or facility of Company shall, at all times, remain exclusively with Company.

**7. LIENS AND ENCUMBRANCES**

Neither party, directly or indirectly, shall create or impose any lien on the property of the other party, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each party will promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of the other. However, nothing in this Agreement shall be so construed as to prohibit the owner of any facilities from permitting the creation or imposition of a lien or security interest on facilities that it owns.

**8. INDEMNIFICATION; LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES**

A. To the maximum extent permitted by law Grantee will indemnify and hold Company harmless against any and all loss, liability, damage and expense (including reasonable attorneys' fees) arising out of any demand, claim, suit or judgment for damages to any property or bodily injury to any persons, including, without limitation, the agents and employees of either party hereto which may arise out of or be caused by Grantee's use of the Facilities, any Facilities outage or service interruption of the Facilities, or any negligent act or omission of Grantee.

B. NOTWITHSTANDING ANY CONTRARY PROVISION IN THIS AGREEMENT, GRANTEE ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL COMPANY, NOR ANY OF ITS AFFILIATES, BE LIABLE TO GRANTEE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY OTHER FORM OF DAMAGES, INCLUDING, WITHOUT LIMITATION, THOSE BASED ON LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA, DAMAGES TO SOFTWARE OR FORMWARE, LOST BUSINESS OPPORTUNITIES, FRUSTRATION OF ECONOMIC OR BUSINESS EXPECTATIONS, LOSS OF CAPITAL, COST OF PROCURING AND TRANSITIONING TO SUBSTITUTE PRODUCT(S), FACILITIES OR SERVICES, OR DOWN TIME COST, REGARDLESS OF WHETHER THE COMPANY HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, AND EVEN IF COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE OR USE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY COMPANY.

**9. REQUIRED APPROVALS**

Grantee shall obtain any government authorizations and approvals required for Grantee's use of the Facilities. Company shall cooperate to that end as reasonably required.

**10. NOTICES**

All notices, demands, requests or other communications given under this 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 [INSERT NAME OF GRANTEE]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn.: \_\_\_\_\_

If to the Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn.: \_\_\_\_\_

With a copy to:

Comcast Cable Communications, LLC  
One Comcast Center  
1701 JFK Blvd.  
Philadelphia, PA 19103  
Attn.: Cable Law Department – Operations

#### **11. DEFAULT AND TERMINATION**

A. If Grantee fails to make any payment required by Section 2 by the due date of an invoice, and if Company has provided Grantee with at least thirty (30) days' written notice of such failure, Company's obligation to provide Grantee use of the Facilities shall cease until all required payments have been made in full. If any payment required by Section 2 remains in arrears for thirty (30) days after the due date of an invoice, and if Company has provided Grantee with at least thirty (30) days' written notice of such nonpayment, such nonpayment shall constitute a material default of this Agreement and Company may terminate this Agreement at any time thereafter, and may pursue all other remedies available to Company at law and/or equity; provided that Grantee may pay any disputed amount to avoid termination without prejudice to Grantee's right to initiate an action to recover such disputed amount.

B. Company may terminate this Agreement, and may pursue all other remedies available to Company at law and/or equity, upon thirty (30) days' written notice to Grantee if Grantee knowingly uses or attempts to use the provided fibers for any purpose other than the purposes authorized in this Agreement and does not abandon such use within thirty (30) days of written notice by Company.

C. Company may terminate this Agreement upon thirty (30) days' prior written notice to Grantee, if Company loses or fails to obtain renewal of any Governmental approval, consent, authorization, license, certificate, franchise, or permit required to provide the service hereunder.

D. Company may terminate this Agreement without notice only to the extent that immediate termination is required by law, regulation or a governmental authority.

E. Upon termination of this Agreement, all rights of Grantee to the Facilities shall cease and Company may disconnect, terminate, remove or use the Facilities for any other purpose.

**12. LATE PAYMENT CHARGE**

To the extent permitted by law, any fees, charges, costs or expenses not paid by Grantee by the due date on a invoice will be subject to late payment charge calculated by multiplying the past due amount (exclusive of late payment charges) by one-thirtieth of one percent (0.033%) per day or the highest rate allowed by law, whichever is lower.

**13. WAIVER**

The failure of either party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall nevertheless be and remain in full force and effect.

**14. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the state of California without reference to its choice of law principles.

**15. RULES OF CONSTRUCTION**

The captions and headings in this Agreement are strictly for convenience and shall not be considered as interpreting it or as amplifying or limiting any of its content.

**16. ASSIGNMENT**

Grantee shall not assign this Agreement, without the express written consent of Company, which consent shall be at Company's sole discretion. Nor shall Grantee assign, transfer or sublease, directly or indirectly, on an integrated or unintegrated basis, in whole or in part, the Facilities or its right to use the Facilities as granted herein without the express written consent of Company, which consent shall be at Company's sole discretion.

**17. ENTIRE AGREEMENT**

This Agreement, including the Exhibits, which are hereby incorporated herein as an integral part of this Agreement, constitutes the entire agreement between the parties hereto with respect to the subject matter and geographical locations referred to and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement cannot be modified except in writing signed by the party against whom enforcement of the modification is sought.

**18. RELATIONSHIP OF THE PARTIES**

The relationship between Grantee and Company shall not be that of partners, agents or joint venturers for one another and nothing contained in this Agreement shall be deemed to constitute a partnership, agency, or joint venture agreement between them. Grantee shall report and pay, or cause to be reported and paid, in a timely manner (i) all wages, salary, health and welfare benefits, social security, unemployment and workers' compensation to which its employees and agents are entitled and (ii) all applicable federal, state and local employment taxes required to be withheld or paid with respect to all compensation paid to its employees and agents.

**19. FORCE MAJEURE**

Company shall not be deemed to be in breach of this Agreement during any period of time in which it is unable to perform its obligations as a result of the occurrence of an event of force majeure, which shall include, but not be limited to, acts of God, act or order of government, denial or access to or loss of utility service or facilities or any other circumstance beyond the reasonable control of Company. The required time for Company's performance hereunder shall be extended to account for any such force majeure event.

**20. CONDEMNATION**

Upon condemnation of all or any material portion of the facilities used by Company to provide service to Grantee, Company, by notice to Grantee, may discontinue or suspend service under this Agreement.

**21. MISCELLANEOUS**

If any provision of this Agreement is found contrary to law or unenforceable by any court, the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the parties shall negotiate in good faith a substitute provision.

///

///

///

///

///

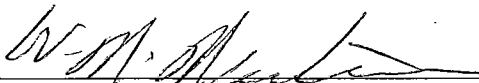
///

///

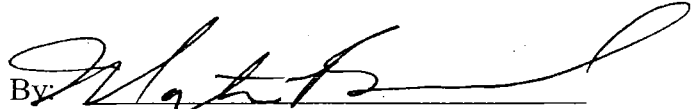
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**APPROVED AS TO FORM:**


RUTAN & TUCKER, LLP

By:   
William M. Marticorena  
Attorneys for the City and  
County of Santa Cruz

CITY OF SANTA CRUZ


By:   
Its: City Manager  
Dated: June 28, 2011

COUNTY OF SANTA CRUZ

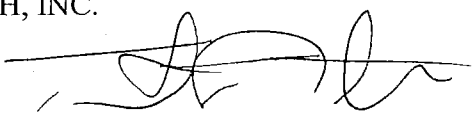
By:   
Its: County Administrator  
Dated: June 28, 2011

**APPROVED AS TO FORM:**

COBLENTZ, PATCH, DUFFY & BASS LLP

By:   
Richard R. Patch  
Attorneys for Comcast of California/  
Massachusetts/ Michigan/Utah, Inc.  
and Comcast of Santa Cruz, Inc.

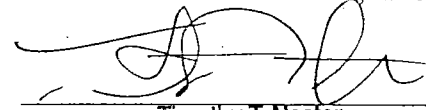
COMCAST OF CALIFORNIA/  
MASSACHUSETTS/ MICHIGAN/  
UTAH, INC.

By:   
Its: Timothy T. Nester  
SVP - Finance and Accounting

Dated: June, 2011

July 20, 2011

COMCAST OF SANTA CRUZ, INC.

By:   
Its: Timothy T. Nester  
SVP - Finance and Accounting

Dated: June, 2011

July 20, 2011

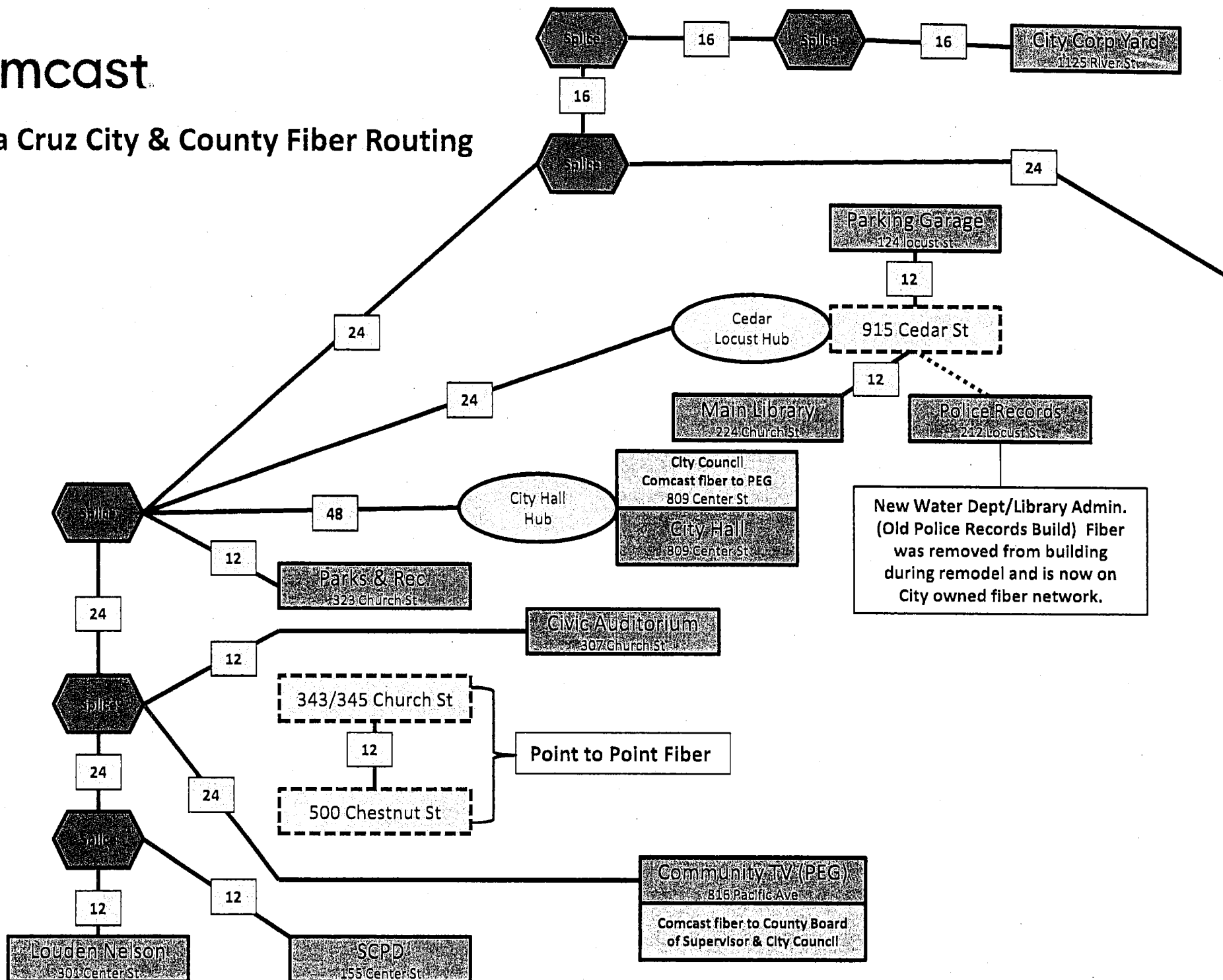
**EXHIBIT A**

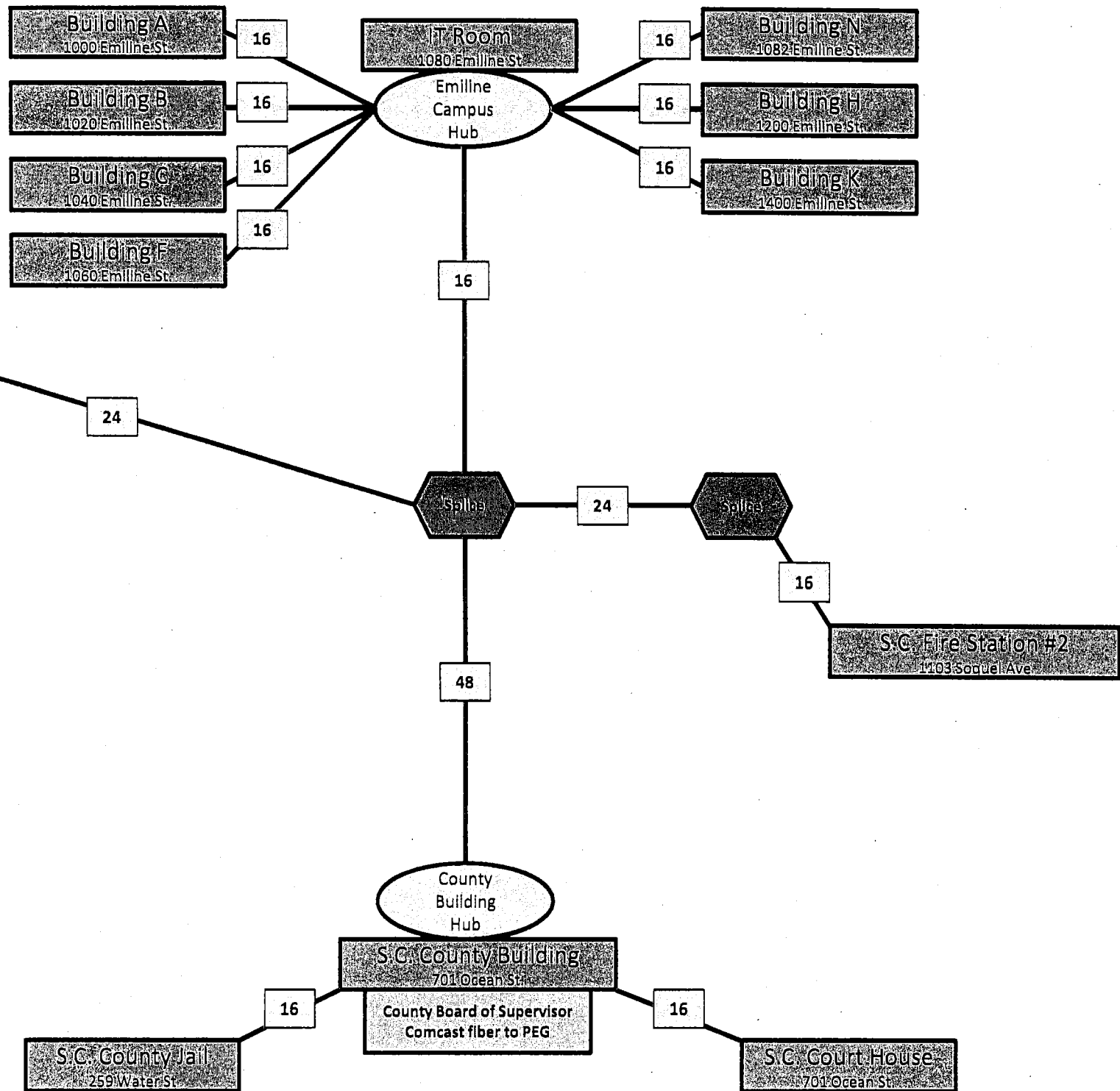
**ORIGINATION AND TERMINATION POINTS, STRAND COUNT AND ROUTING**





## Santa Cruz City & County Fiber Routing





**EXHIBIT C**

Schedule of Addresses for North Rodeo Gulch Area and Maps

Bonny Doon Rd

Coast Road- Laguna Rd via,  
Hwy 1 from Bonny Doon Road  
Slide # 1 of 2

Cabrillo Hwy

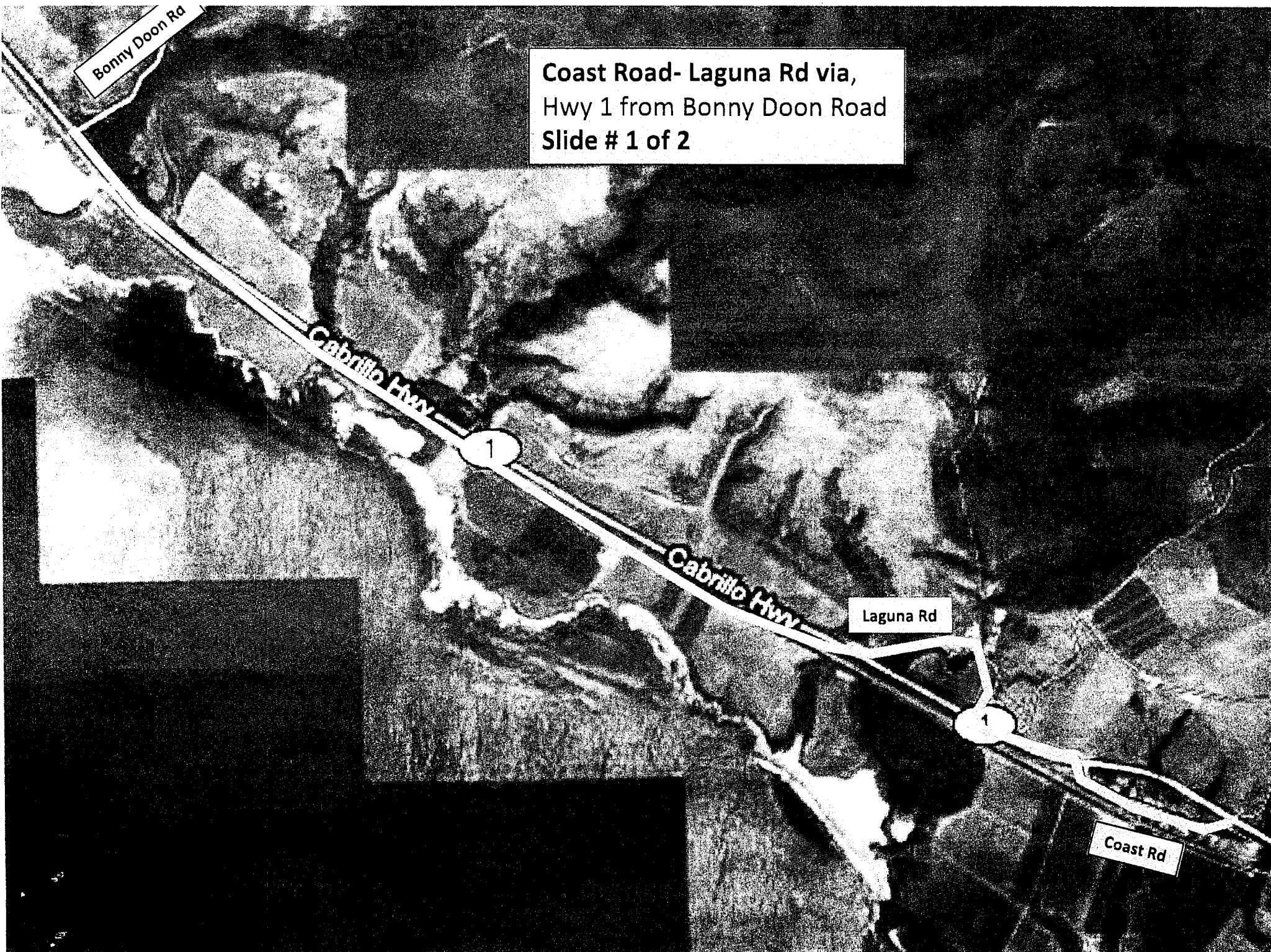
1

Cabrillo Hwy

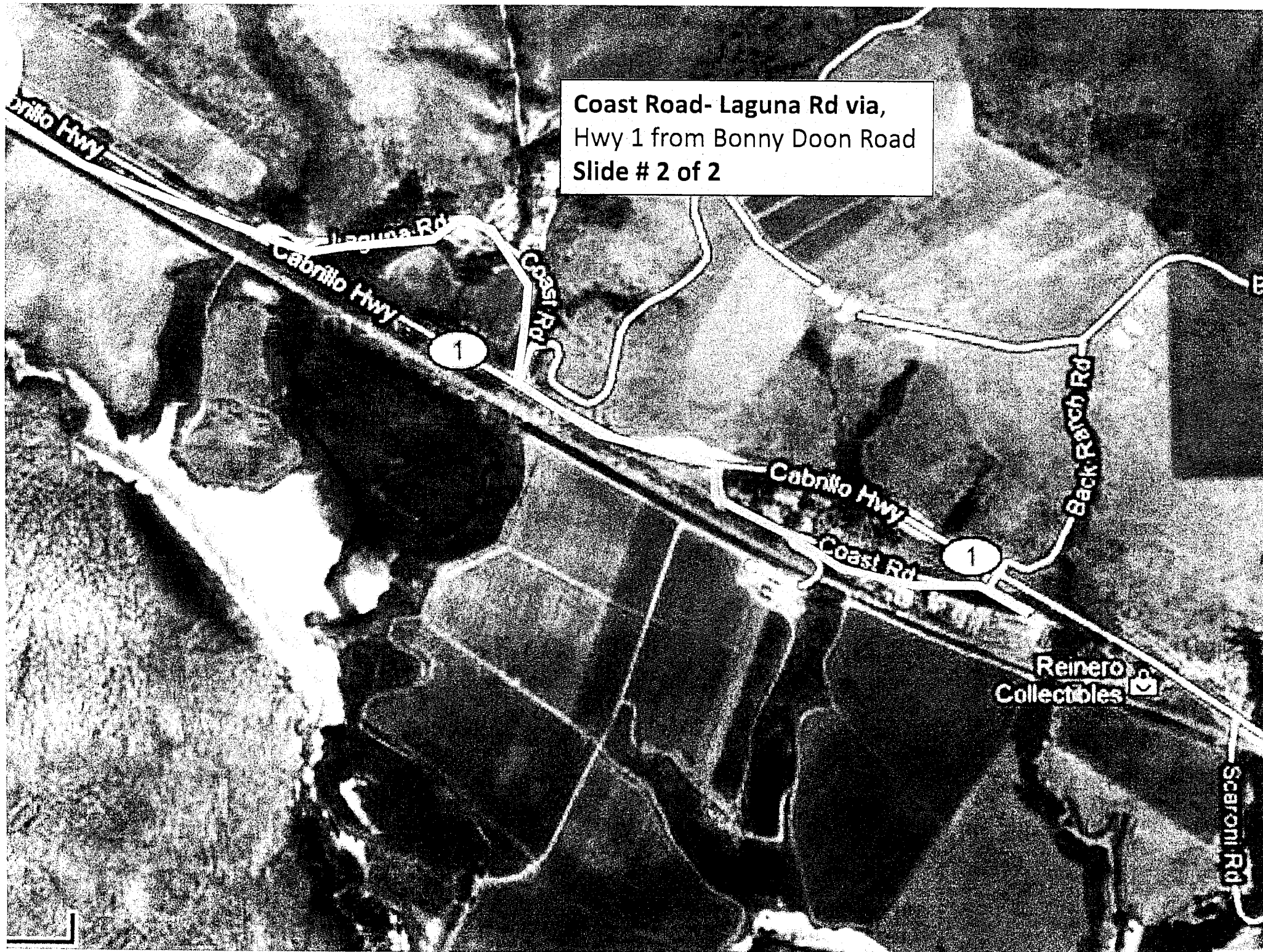
Laguna Rd

1

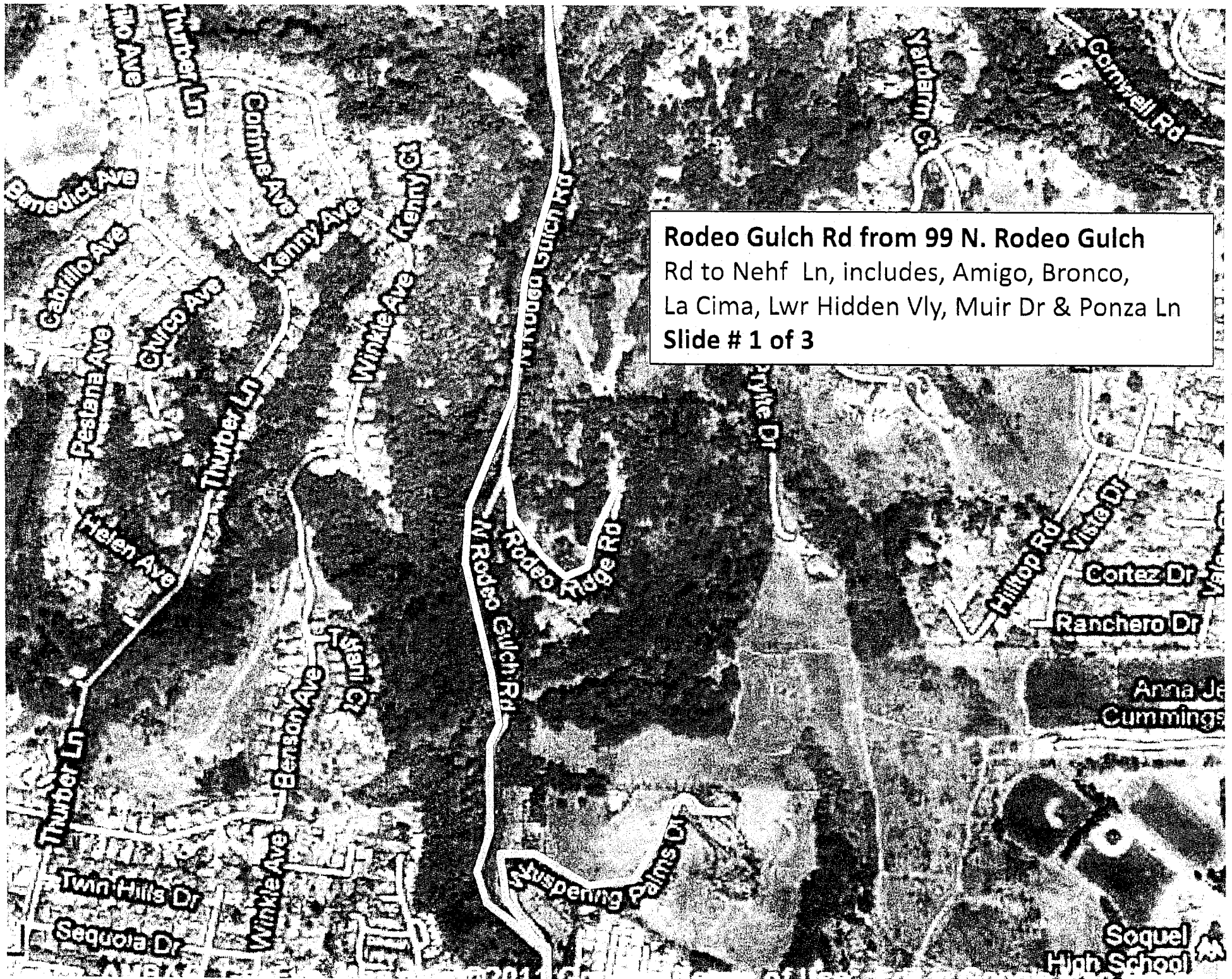
Coast Rd



Coast Road- Laguna Rd via,  
Hwy 1 from Bonny Doon Road  
Slide # 2 of 2







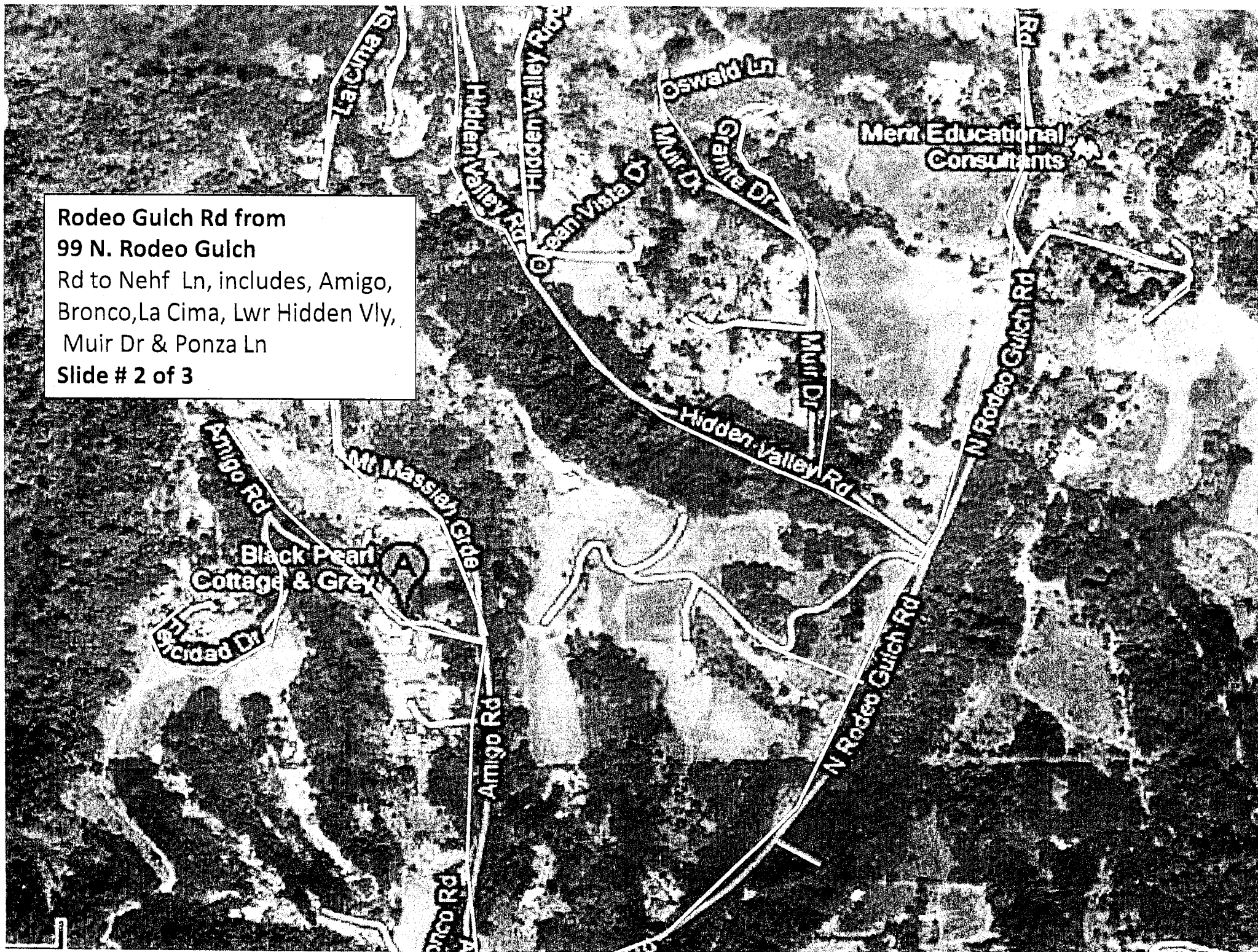
**Rodeo Gulch Rd from 99 N. Rodeo Gulch Rd to Nehf Ln, includes, Amigo, Bronco, La Cima, Lwr Hidden Vly, Muir Dr & Ponza Ln**  
**Slide # 1 of 3**

Rodeo Gulch Rd from

99 N. Rodeo Gulch

Rd to Nehf Ln, includes, Amigo,  
Bronco, La Cima, Lwr Hidden Vly,  
Muir Dr & Ponza Ln

Slide # 2 of 3

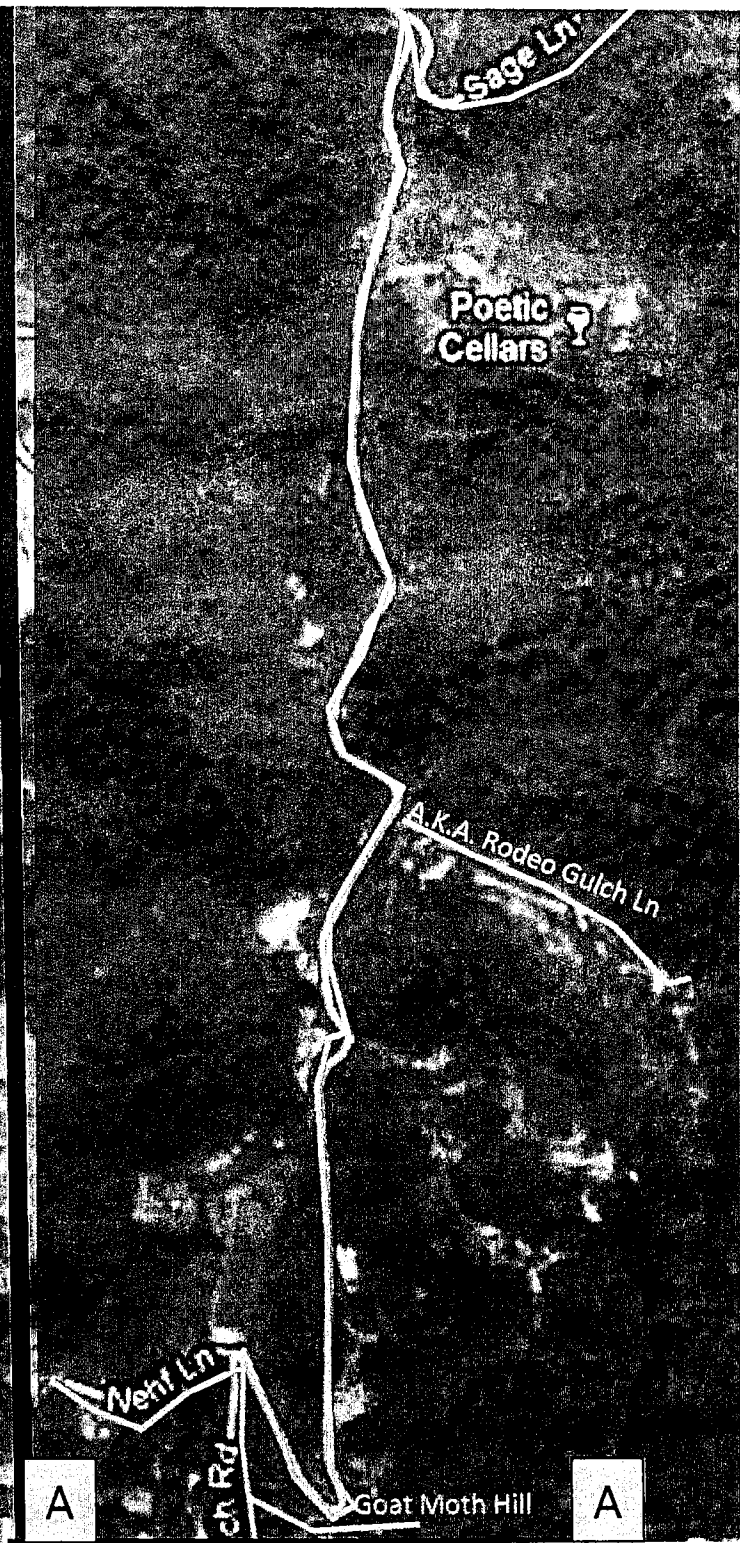
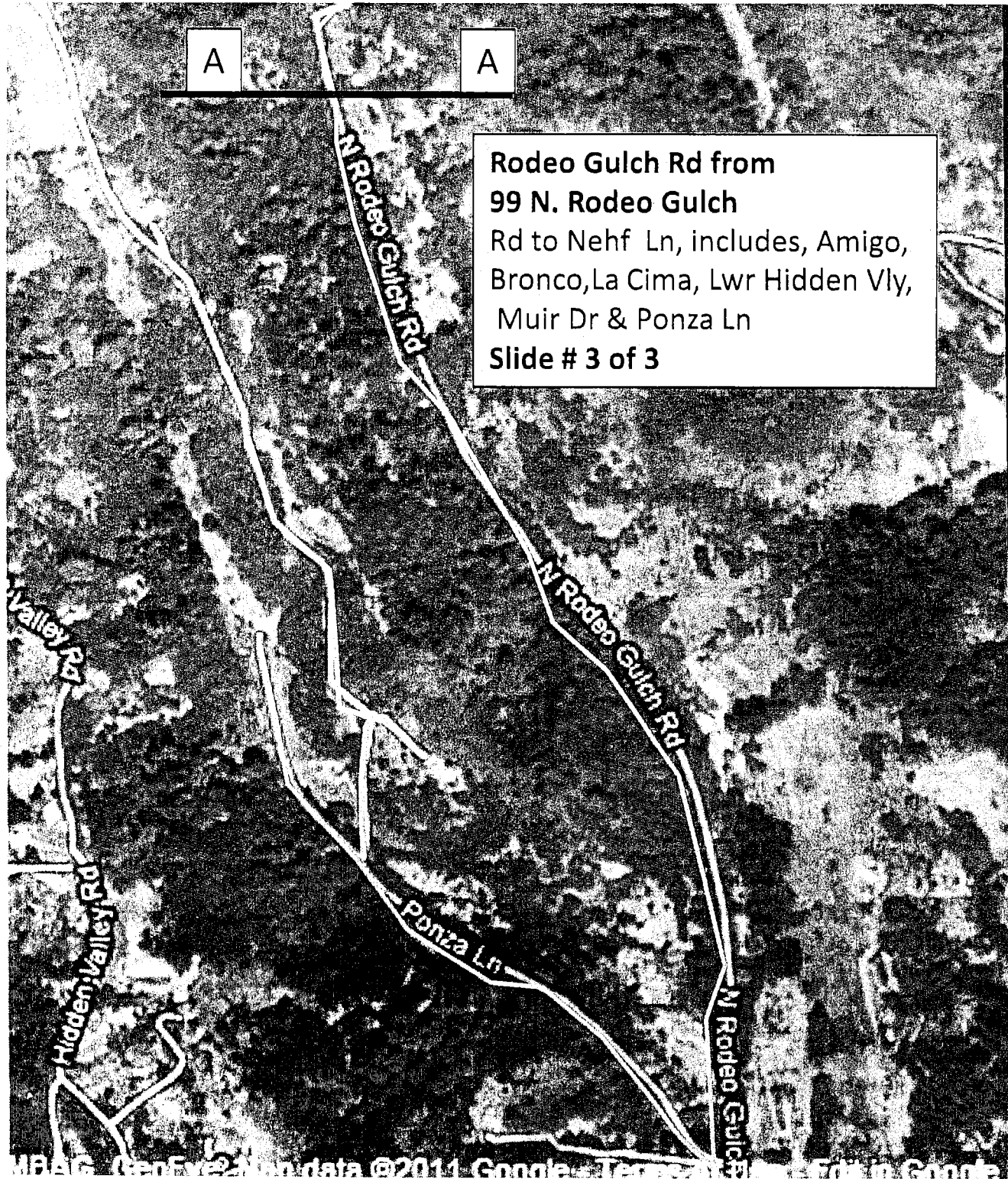




A

A

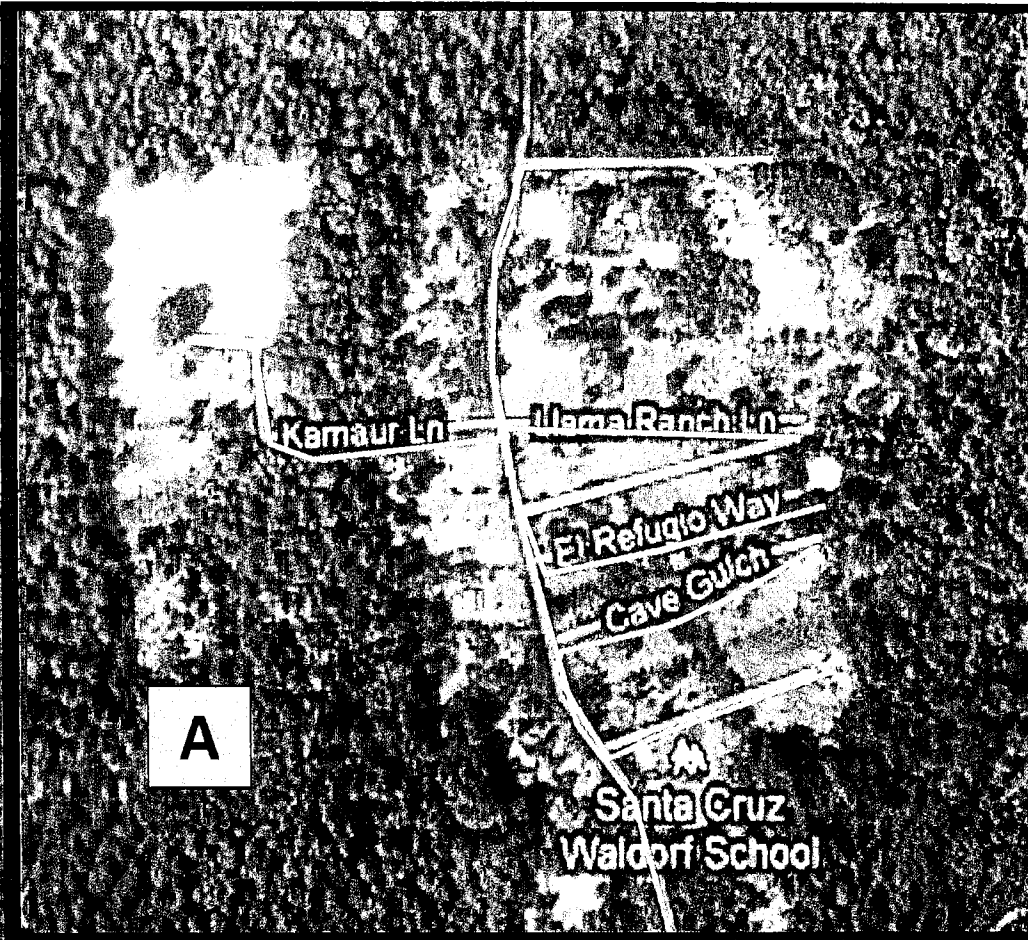
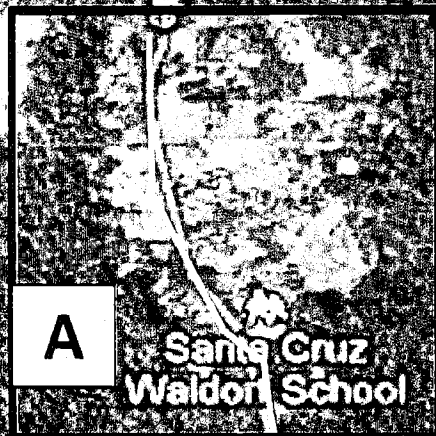
Rodeo Gulch Rd from  
99 N. Rodeo Gulch  
Rd to Nehf Ln, includes, Amigo,  
Bronco, La Cima, Lwr Hidden Vly,  
Muir Dr & Ponza Ln  
Slide # 3 of 3



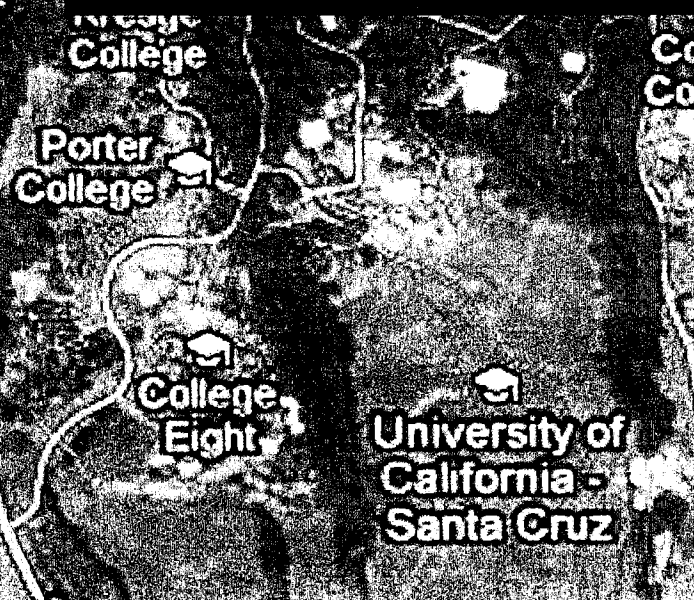
A

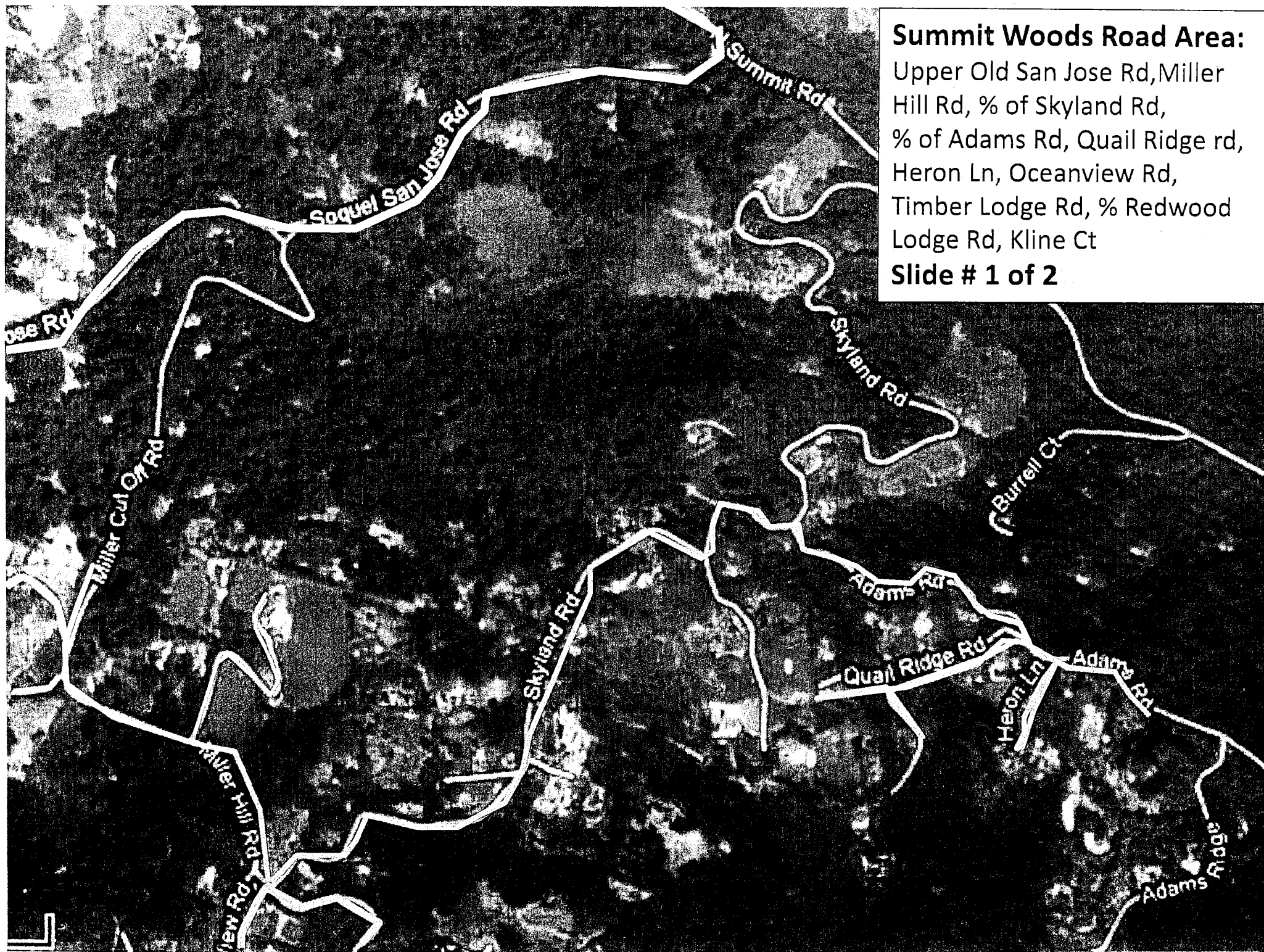
A





Cave Gulch- Empire Grade  
Kamaur Ln, El Refugio wy  
Llama Rnch Ln, Waldorf sch.  
Slide # 1 of 1



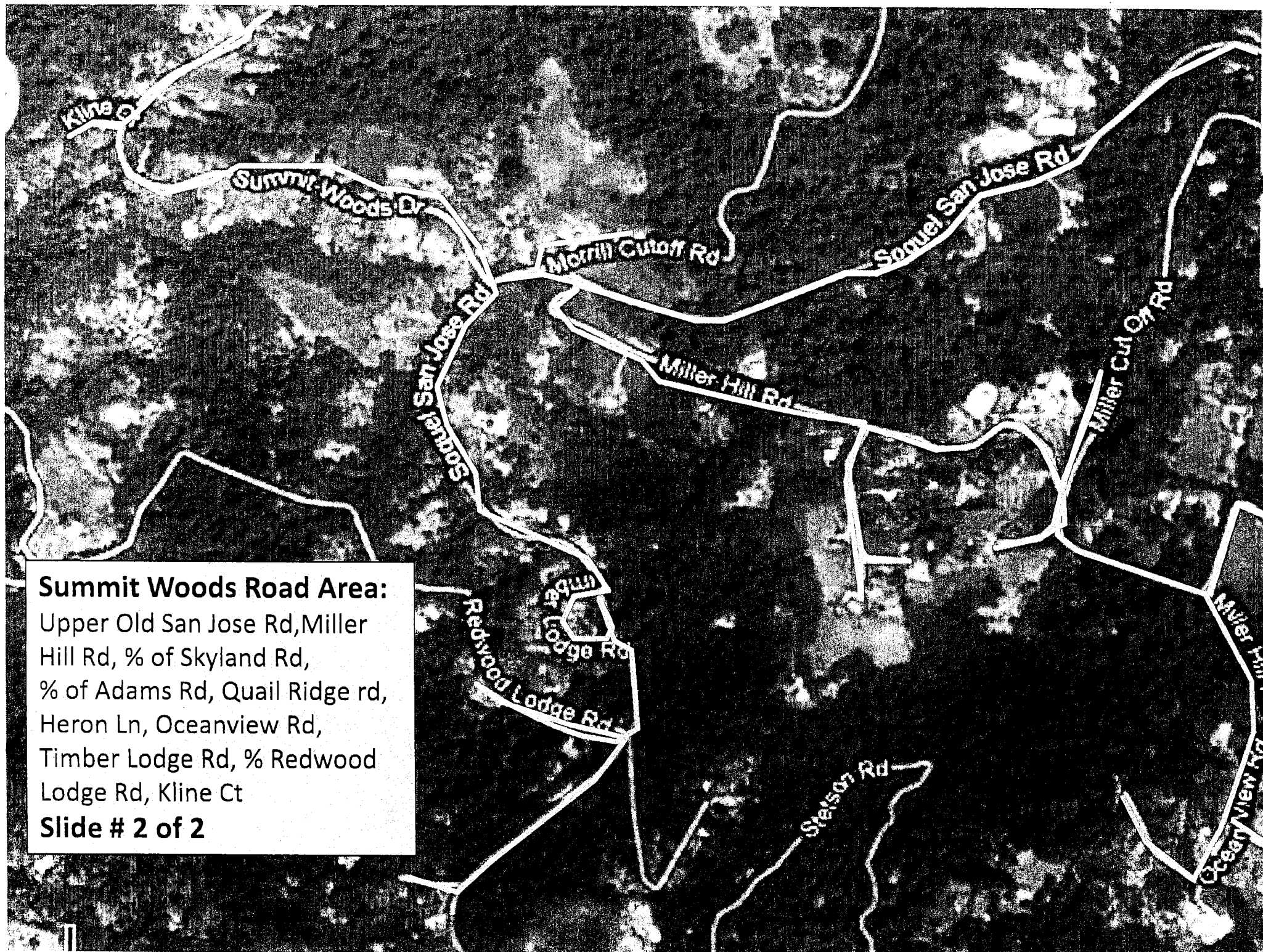


# Summit Woods Road Area:

Upper Old San Jose Rd, Miller Hill Rd, % of Skyland Rd, % of Adams Rd, Quail Ridge rd, Heron Ln, Oceanview Rd, Timber Lodge Rd, % Redwood Lodge Rd, Kline Ct

Slide # 1 of 2





**Summit Woods Road Area:**

Upper Old San Jose Rd, Miller Hill Rd, % of Skyland Rd, % of Adams Rd, Quail Ridge rd, Heron Ln, Oceanview Rd, Timber Lodge Rd, % Redwood Lodge Rd, Kline Ct

**Slide # 2 of 2**

**North Rodeo Gulch Area (list of addresses)**

11871

## Zone Definition

- Zone 1 North Rodeo Gulch and all side roads from Whispering Palms to Hidden Valley Road (except Amigo Road)  
(Includes Whispering Palms, Lupin, Chardonay)
- Zone 2 Amigo Road and all side roads  
(Includes Bronco, Mount Messiah, Felicidad, Outlook Ridge)
- Zone 3 Hidden Valley and all side roads from the bottom to the existing Comcast service area  
(includes Hidden Valley Ridge, La Cima, Ocean Vista, Muir)
- Zone 4 North Rodeo Gulch and all side roads from Hidden Valley to the 90 degree turn/black walnut tree  
(includes Ponza, Eck Road)
- Zone 5 North Rodeo Gulch and all side roads from the 90 degree turn/black walnut tree to Mountain View  
(Includes Goat Moth Hill, Neff, Sage)

### Zone Totals

Zone	Count
Zone 1	49
Zone 2	36
Zone 3	70
Zone 4	71
Zone 5	40
Total	266

2 of 11

**Zone 1**

<b>Address Count</b>	<b>Address</b>	<b># of dwellings/potential Comcast accounts at this address</b>
1	48 North Rodeo Gulch	1
2	80 North Rodeo Gulch	1
3	99 North Rodeo Gulch	1
4	200 North Rodeo Gulch	1
5	260 North Rodeo Gulch	1
6	990 North Rodeo Gulch	1
7	995 North Rodeo Gulch	1
8	999 North Rodeo Gulch	1
9	1000 North Rodeo Gulch	1
10	1070 North Rodeo Gulch	1
11	1071 North Rodeo Gulch	1
12	1300 North Rodeo Gulch	1
13	1440 North Rodeo Gulch	1
14	1573 North Rodeo Gulch	2
15	1575 North Rodeo Gulch	2
16	1707 North Rodeo Gulch	1
17	1999 North Rodeo Gulch	2
18	141 North Rodeo Gulch Court	1
19	201 North Rodeo Gulch Court	2
20	231 North Rodeo Gulch Court	1
21	270 North Rodeo Gulch Court	1
22	274 North Rodeo Gulch Court	1
23	3357 Chardonay	1
24	3380 Chardonay	1
25	3403 Chardonay	1
26	3467 Chardonay	1
27	3553 Chardonay	1
28	3569 Chardonay	1
29	3595 Chardonay	1
30	3600 Chardonay	1
31	3830 Rodeo Ridge	1
32	3845 Rodeo Ridge	2
33	3850 Rodeo Ridge	1

3 of 11

**Zone 1**

<b>Address Count</b>	<b>Address</b>	<b># of dwellings/potential Comcast accounts at this address</b>
34	4000 Rodeo Ridge	1
35	152 Lupin Drive	1
36	175 Lupin Drive	1
37	202 Lupin Drive	1
38	375 Lupin Drive	1
39	381 Lupin Drive	1
40	265 Whispering Palms	1
41	280 Whispering Palms	1
42	300 Whispering Palms	1
43	330 Whispering Palms	1
44	345 Whispering Palms	1
		<hr/>
		49

40811

Zone 2

Address Count	Address	# of dwellings/potential Comcast accounts at this address
1	101 Amigo Rd.	1
2	150 Amigo Rd.	1
3	300 Amigo Rd.	2
4	425 Amigo Rd.	2
5	433 Amigo Rd.	1
6	450 Amigo Rd.	1
7	490 Amigo Rd.	2
8	495 Amigo Rd.	1
9	517 Amigo Rd.	1
10	530 Amigo Rd.	2
11	820 Amigo Rd.	1
12	840 Amigo Rd.	2
13	843 Amigo Rd.	1
14	858 Amigo Rd.	1
15	241 Bronco Rd.	2
16	250 Bronco Rd.	1
17	320 Bronco Rd.	1
18	370 Bronco Rd.	2
19	420 Bronco Rd.	1
20	101 Felicidad Rd.	2
21	131 Felicidad	2
22	333 Felicidad Rd.	1
23	344 Felicidad Rd.	1
24	1475 Mt Messiah	1
25	130 Outlook Ridge	1
26	151 Outlook Ridge	1
27	199 Outlook Ridge	1
28	1999 Rodeo Gulch	1
		<hr/> 36



**Zone 3**

Address Count	Address	# of dwellings/potential Comcast accounts at this address
1	180 Hidden Valley Ridge	1
2	220 Hidden Valley Ridge	1
3	280 Hidden Valley Ridge	1
4	310 Hidden Valley Ridge	1
5	1000 Hidden Valley Road	1
6	1001 Hidden Valley Road	1
7	1007 Hidden Valley Road	1
8	215 Hidden Valley Road	1
9	222 Hidden Valley Road	2
10	317 Hidden Valley Road	1
11	339 Hidden Valley Road	1
12	400 Hidden Valley Road	1
13	401 Hidden Valley Road	1
14	425 Hidden Valley Road	1
15	439 Hidden Valley Road	1
16	441 Hidden Valley Road	1
17	444 Hidden Valley Road	1
18	475 Hidden Valley Road	1
19	480 Hidden Valley Road	1
20	501 Hidden Valley Road	1
21	550 Hidden Valley Road	2
22	560 Hidden Valley Road	1
23	60 Hidden Valley Road	1
24	600 Hidden Valley Road	1
25	650 Hidden Valley Road	1
26	700 Hidden Valley Road	1
27	730 Hidden Valley Road	1
28	800 Hidden Valley Road	2
29	815 Hidden Valley Road	1
30	824 Hidden Valley Road	1
31	825 Hidden Valley Road	1
32	875 Hidden Valley Road	1
33	881 Hidden Valley Road	1

1185

1189

**Zone 3**

<b>Address Count</b>	<b>Address</b>	<b># of dwellings/potential Comcast accounts at this address</b>
34	911 Hidden Valley Road	1
35	957 Hidden Valley Road	1
36	995 Hidden Valley Road	1
37	181 La Cima	1
38	183 La Cima	1
39	185 La Cima	1
40	187 La Cima	1
41	191 La Cima	1
42	221 La Cima	1
43	249 La Cima	1
44	300 La Cima	1
45	330 La Cima	1
46	333 La Cima	1
47	350 La Cima	1
48	365 La Cima	1
49	401 La Cima	1
50	100 Muir Dr	1
51	105 Muir Dr	1
52	155 Muir Dr	1
53	177 Muir Dr	1
54	200 Muir Dr	1
55	225 Muir Dr	1
56	325 Muir Dr	1
57	426 Muir Dr	1
58	500 Muir Dr	1
59	520 Muir Dr	1
60	551 Muir Dr	1
61	555 Muir Dr	1
62	90 Muir Dr	1
63	120 Ocean Vista	1
64	124 Ocean Vista	1
65	161 Ocean Vista	2
66	195 Ocean Vista	1

---

Zone 3

Address  
Count

Address

# of dwellings/potential Comcast  
accounts at this address

70

11811

Zone 3

Address Count	Address	# of dwellings/potential Comcast accounts at this address
------------------	---------	--

With current information (4/13/11 am), with have excluded the following addresses as already being served by Comcast:

1	997 Hidden Valley Road	1	confirmed existing
2	1009 Hidden Valley Road	1	confirmed existing
3	1011 Hidden Valley Road	2	existing?
4	1016 Hidden Valley Road	1	existing?
5	1020 Hidden Valley Road	1	existing?
6	1023 Hidden Valley Road	1	existing?
7	1025 Hidden Valley Road	1	existing?
8	1035 Hidden Valley Road	1	existing?
9	1055 Hidden Valley Road	1	existing?
10	1130 Hidden Valley Road	1	existing?
11	1145 Hidden Valley Road	2	existing?
12	1290 Hidden Valley Road	1	existing?
13	1425 Hidden Valley Road	1	existing?
14	1430 Hidden Valley Road	1	existing?
15	1440 Hidden Valley Road	2	existing?
16	1450 Hidden Valley Road	1	existing?
17	1501 Hidden Valley Road	1	existing?
18	1530 Hidden Valley Road	1	existing?
19	15 Suncrest	1	confirmed existing
20	154 Suncrest	1	existing?
21	165 Suncrest	1	existing?
22	210 Suncrest	1	existing?
23	52 Suncrest	2	existing?
24	55 Suncrest	1	existing?
25	64 Suncrest	1	existing?

8711

Zone 4

Address Count	Address	# of dwellings/potential Comcast accounts at this address
1	141 Chimney Creek	1
2	181 Chimney Creek	1
3	185 Chimney Creek	1
4	244 Chimney Creek	1
5	334 Chimney Creek	1
6	1800 North Rodeo Gulch	1
7	2050 North Rodeo Gulch	1
8	2111 North Rodeo Gulch	1
9	2240 North Rodeo Gulch	1
10	2340 North Rodeo Gulch	1
11	2370 North Rodeo Gulch	1
12	2376 North Rodeo Gulch	1
13	2380 North Rodeo Gulch	2
14	2384 North Rodeo Gulch	1
15	2390 North Rodeo Gulch	1
16	2392 North Rodeo Gulch	2
17	2400 North Rodeo Gulch	1
18	2410 North Rodeo Gulch	1
19	2431 North Rodeo Gulch	2
20	2490 North Rodeo Gulch	1
21	2494 North Rodeo Gulch	1
22	2521 North Rodeo Gulch	2
23	2556 North Rodeo Gulch	2
24	2580 North Rodeo Gulch	2
25	2602 North Rodeo Gulch	1
26	2617 North Rodeo Gulch	1
27	2621 North Rodeo Gulch	2
28	2625 North Rodeo Gulch	1
29	2657 North Rodeo Gulch	2
30	2663 North Rodeo Gulch	1
31	2680 North Rodeo Gulch	1
32	2750 North Rodeo Gulch	2
33	2776 North Rodeo Gulch	2

1186  
9 of 11

**Zone 4**

Address Count	Address	# of dwellings/potential Comcast accounts at this address
34	2802 North Rodeo Gulch	1
35	2900 North Rodeo Gulch	2
36	3100 North Rodeo Gulch	1
37	3344 North Rodeo Gulch	1
38	3350 North Rodeo Gulch	1
39	3500 North Rodeo Gulch	1
40	3550 North Rodeo Gulch	1
41	3640 North Rodeo Gulch	1
42	3641 North Rodeo Gulch	1
43	3680 North Rodeo Gulch	1
44	3684 North Rodeo Gulch	1
45	3708 North Rodeo Gulch	1
46	3712 North Rodeo Gulch	1
47	1000 Ponza	1
48	1200 Ponza	1
49	1315 Ponza	1
50	145 Ponza	1
51	149 Ponza	1
52	400 Ponza	1
53	441 Ponza	1
54	445 Ponza	1
55	453 Ponza	1
56	455 Ponza	2
57	457 Ponza	1
58	460 Ponza	1
59	740 Ponza	1
		<hr/> 71

10911

Zone 5

Address Count	Address	# of dwellings/potential Comcast accounts at this address
1	155 Goat Moth Hill	1
2	200 Goat Moth Hill	1
3	250 Goat Moth Hill	1
4	100 Nehf Lane	1
5	185 Nehf Lane	1
6	195 Nehf Lane	1
7	223 Nehf Lane	2
8	262 Nehf Lane	1
9	3708 North Rodeo Gulch	1
10	3710 North Rodeo Gulch	1
11	3712 North Rodeo Gulch	1
12	3900 North Rodeo Gulch	1
13	3990 North Rodeo Gulch	1
14	4000 North Rodeo Gulch	1
15	4100 North Rodeo Gulch	1
16	4200 North Rodeo Gulch	2
17	4210 North Rodeo Gulch	1
18	4300 North Rodeo Gulch	1
19	4400 North Rodeo Gulch	1
20	4402 North Rodeo Gulch	3
21	4545 North Rodeo Gulch	1
22	4600 North Rodeo Gulch	1
23	4627 North Rodeo Gulch	1
24	4664 North Rodeo Gulch	1
25	4690 North Rodeo Gulch	1
26	4700 North Rodeo Gulch	1
27	4710 North Rodeo Gulch	2
28	5000 North Rodeo Gulch	2
29	Master's house - North Rodeo G	1
30	145 Sage Lane	1
31	255 Sage Lane	1
32	375 Sage Lane	1
33	480 Sage Lane	1
34	560 Sage Lane	1
		<hr/> 40

118011