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Exhibit C. Easement and Memorandum of Agreement

2009 081730

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 DEC 10 AM 8:45

MICHAEL A. BROWN
RECORDER

Prepared by:
Capitol Infrastructure, LLC
d/b/a Connexion Technologies
111 Corning Road, Suite 250
Cary, NC 27518

Return to after recording:
Linda Price
Capitol Infrastructure, LLC
d/b/a Connexion Technologies
111 Corning Road, Suite 250
Cary, NC 27518

EASEMENT AND MEMORANDUM OF AGREEMENT

STATE OF INDIANA
COUNTY OF LAKE

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1. **Grant of Easement.** In consideration of \$10.00, and for other good and valuable consideration including the payment of rents as provided in the Master Community Infrastructure Agreement dated 10/22, 2009, the receipt and sufficiency of which are acknowledged, and in consideration of Capitol Infrastructure, LLC ("CI"), a North Carolina limited liability company, having entered into such Master Community Infrastructure Agreement with Grantor (the "Agreement"), the undersigned ("Grantor") grants to CI, and to the extent permitted under the Agreement, its successors and assigns and their designees and licensees (together, "Grantee"), subject to any prior easements of record, an easement on Grantor's property and all its improvements identified as **Apple Valley Estates** and as described in the attached Attachment I to this Agreement (the "Property") as follows:

2. **Definitions.** The following definitions shall apply in this Easement and Memorandum of Agreement (this "Easement"):

Multi-Channel Video Services. "Multi-Channel Video Services" means the package of multi-channel cable television and other video-and/or-sound services, provided over the Infrastructure (e.g., the basic, premium, and pay-per-view services, whether analog or digital) offered by multi-channel video service providers generally to customers in the area where the Property is located (the "Area").

Voice Services. "Voice Services" means local voice telecommunications services, delivered within the Property in whole or in part via wired or cable transmission, provided by local exchange carriers (LECs) or competitive local exchange carriers (CLECs), as well as long distance voice telecommunications services provided by interexchange carriers (IXCs), or by resellers of the same. Voice Services may include voice over internet protocol ("VOIP").

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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR
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Data Services. "Data Services" means data transmission, including but not limited to connectivity with the internet using internet protocol (IP) or the equivalent or successor protocol via wired Ethernet, wireless (802.11) transmission or other transmission media or protocol.

Satellite Video Services. "Satellite Video Services" means video-and/or-sound services (e.g., the basic, premium, and pay-per-view services, whether analog or digital) offered by any and all direct broadcast satellite video providers in the United States, two examples of which are DirecTV and Dish Networks

Infrastructure. "Infrastructure" means internal (other than within a single family detached home or town house) and external wiring, cables, poles, conduits, molding, pipes, antennas, transmitters, receivers, servers, switch equipment, software, edge equipment, central processing units, audio, video or information servers, satellite earth stations, electrical connections, one or more equipment rooms and/or equipment cabinets with space sufficient for the installation, operation and maintenance of equipment room or equipment cabinet equipment and termination of transmission lines, and the Equipment Cabinet (as defined in the Agreement), and other facilities and equipment for the provision and delivery of Multi-Channel Video Services, Voice Services, Data Services, or Satellite Video Services at the Property.

Services. "Services" means the Multi-Channel Video Services, Voice Services, Data Services, or Satellite Video Services, each as more particularly defined above.

3. Blanket Easement. Grantee, its successors, assigns, designees and licensees is hereby granted and shall retain a private easement on, over, under and through all of the Property, including without limitation all roads and streets on the Property and all buildings and structures on the Property and any common area or common property of any home owners association, town house regime, multi-family apartment complex or condominium regime, now existing or hereinafter established within the Property, to (i) sell, market and provide Services, and (ii) design, construct, install, operate, market, maintain, upgrade, repair, replace, access and remove (to the extent reasonably necessary for such provision of Services, and with the except of equipment on or within residential units that are not owned by Grantee or its service providers) Infrastructure to provide Services. Subject to applicable law and subject to the provisions of Section 7 relating to Grantee's obligation to make certain easements available to regulated public utilities and public franchise video providers, during the term of the Agreement no provider of Services other than Grantee may also provide Services within the Property. Subject to applicable law, and in recognition of Grantee's obligations under Section 7 below to make certain easements available to regulated public utilities and public franchise video providers, during the term of the Agreement Grantor, its successors and assigns, will not (i) grant any easements across all or a part of the Property to providers of Services other than Grantee in any portion of the Property that is not a public street, road, highway or sidewalk, or public right of way and (ii) will not grant or dedicate any street, road, sidewalk or highway or public right of way to any public authority unless such grant expressly indicates that it is subject to this private easement. Subject to applicable law, even on portions of the Property which subsequently become a public street, road, sidewalk or highway or public right of way, no Infrastructure installed by or on behalf of Grantee may be used by any other party without the express written permission of Grantee, which permission may be withheld for any reason, except to the extent otherwise provided in Section 4.d. of the Agreement.

4. Fixtures. Infrastructure shall not be deemed to be affixed to or a fixture of the Property.

5. Development Plan. Grantee, its successors and assigns will locate Infrastructure in areas of the Property reasonably acceptable to Grantor and in furtherance of the overall development plan for the Property, and where applicable Grantee will install its exterior telecommunications cable underground except for switch locations and junction boxes.

6. Other Easements; Term of Easements. Notwithstanding any other provision of this Easement, Grantor reserves the right to grant other easements to third parties and allow other

uses on the Property, and to access and use the Property in any way that Grantor desires, to the extent that such easements and uses do not unreasonably interfere with the easement granted herein. Neither Grantor nor any Owner of any portion of the Property (referred to individually herein as an "Owner", and collectively as the "Owners") shall take any action with respect to the easements granted to Grantee herein that would unreasonably interfere with the easement by Grantee for the purposes named herein. In the exercise of its rights under this Easement, Grantee will not interfere with any current or future use of or access to the Property by Grantor, or by any third party pursuant to any easement, provided that such access, use or easement does not relate to the provision of Services.

Subject to the terms and conditions of the Agreement, Grantee will have and hold the easements on the Property granted herein so long as any of the Residents (as defined in the Agreement) has any active subscription at the Property for any Service through any of Grantee's Designated Service Providers (as defined in the Agreement), together with every right and appurtenance connected to them. For so long as Grantee and Grantor or Grantor's successors and assigns or a homeowners' or condominium Owners' association created by Grantor have entered into the Agreement with Grantee, and the Agreement is in effect, the easements granted to Grantee herein shall be exclusive easements (subject to the other terms and conditions of this Easement), and upon termination or expiration of such Agreement, such exclusive easements shall become nonexclusive. Notwithstanding any other provision of this Easement, this Easement and all rights granted to Grantee under this Easement shall completely and immediately terminate upon any removal or abandonment of the Infrastructure under Section 4 of the Agreement, or any purchase of the Infrastructure in accordance with Section 4 of the Agreement (or as otherwise agreed by Grantor and Grantee), or the termination or expiration of all subscriptions of Residents through Designated Service Providers for Services at the Property, and in any such event, Grantee (and/or, as applicable, its permitted successors and assigns) shall promptly execute and record (or as applicable, cause such execution and recording of) a release of this Easement in form acceptable to Grantor with the appropriate local (county) official for such Property memorializing the termination of all rights of Grantee (and its successors and assigns) under this Easement.

Grantor, its successors and assigns, hereby agree to warrant and forever defend the easements to Grantee as well as its successors and assigns against every person who claims any part of them.

Subject to the other provisions of this Easement and the Agreement, these easements and other rights granted to Grantee hereunder run with the title to the Property and are binding on Grantor, its successors and assigns and on all subsequent Owners of the Property or portions thereof acquired directly or indirectly from Grantor, as well as on others who may claim an interest in all or a portion of the Property.

7. Access by Public Utilities and Franchise Video Providers. Notwithstanding any provision of this Agreement and Memorandum of Agreement to the contrary, if a resident within the Property enters into a valid bona fide service agreement with a franchise video provider or public utility in the state in which the Property is located with respect to regulated video or voice services, respectively, as the case may be, Grantee will, upon request by such resident, public utility or regulated service provider, and subject to Grantee receiving reasonable compensation therefore, grant limited non-Infrastructure non-exclusive easement access rights to the Property to such public utility or franchise video provider sufficient to enable such provider to provide the regulated service to the end user on the Property during the term of such service agreement, such rights to be consistent with the provisions of Section 5 above.

8. Memorandum of Agreement. In addition to the rights granted above, the Agreement grants to Grantee certain rights to market and to designate providers of Services to residents of the Property. Among other things, the Agreement also grants Grantor certain rights to purchase the Infrastructure or to require Grantee to remove the Infrastructure (i) upon the termination or expiration of the Agreement, or (ii) for reasonable cause, subject to the terms of Section 4.c. of the Agreement. The Agreement provides that if Grantee does not remove the Infrastructure within sixty (60) days after Grantor requires Grantee to

do so in accordance with the Agreement, the Infrastructure is deemed abandoned by Grantee and may be disposed of (at Grantee's cost) by Grantor (including without limitation by sale of the Infrastructure). In addition, the Agreement grants to Grantor the right to purchase the Infrastructure upon any sale or other transfer of the Property. The Agreement also provides that any exclusive rights of Grantee under this Easement shall become non-exclusive (a) upon any expiration or termination of the Agreement (subject to Grantor's rights to purchase the Infrastructure and/or require Grantee to remove the Infrastructure, and/or Grantee's abandonment of the Infrastructure, all as provided in the Agreement), or (b) to the extent that laws and regulations prohibit Grantor from granting or Grantee from obtaining exclusive rights, for so long as required by such laws and regulations.

[Signature page to follow]



IN WITNESS WHEREOF, Grantor has executed this Easement and Memorandum of Agreement on the date stated following its signature below.

OWNER:

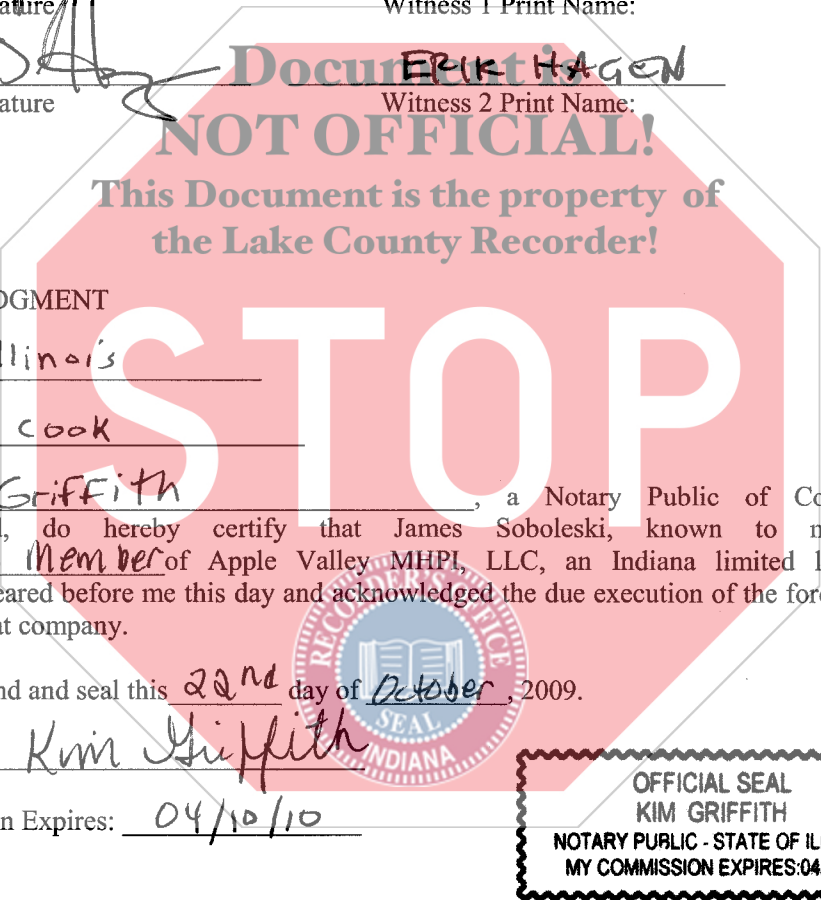
APPLE VALLEY MHPI, LLC,
an Indiana limited liability company.

By: [Signature]
James Soboleski
MANAGING MEMBER (Title)

DATE: 10/22, 2009

Signed, sealed and delivered in the presence of:

[Signature] Witness 1 Signature JASON HABEN Witness 1 Print Name:
[Signature] Witness 2 Signature ERIK HAGEN Witness 2 Print Name:



ACKNOWLEDGMENT

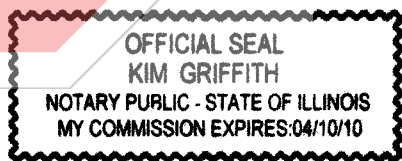
STATE OF Illinois
COUNTY OF COOK

I, Kim Griffith, a Notary Public of County and State
aforementioned, do hereby certify that James Soboleski, known to me to be the
Managing Member of Apple Valley MHPI, LLC, an Indiana limited liability company
personally appeared before me this day and acknowledged the due execution of the foregoing instrument
on behalf of that company.

Witness my hand and seal this 22nd day of October, 2009.

Notary Public: Kim Griffith

My Commission Expires: 04/10/10



Attachment I to Easement and Memorandum of Agreement

Legal Description of the Property

Parcel 1:

Part of the South half of the Southwest Quarter of Section 23, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Section 23; thence North 0 degrees 58 minutes 38 seconds West, along the West line of said Section, a distance of 101.45 feet thence North 87 degrees 10 minutes 33 seconds East along the North Right of Way Line of State Route 2, a distance of 40.02 feet, to the point of beginning; thence North 0 degrees 58 minutes 38 seconds West along the East Right of Way Line of Mississippi Street, a distance of 218.74 feet; thence South 89 degrees 56 minutes 47 seconds West, a distance of 40.01 feet; thence continuing North 0 degrees 58 minutes 38 seconds West along said West line, a distance of 1000.24 feet to the Northwest corner of said South half of the Southwest Quarter; thence South 89 degrees 58 minutes 28 seconds East, along the North line of said South half of the Southwest Quarter, a distance of 2623.44 feet to the Northeast corner of said South half of the Southwest Quarter; thence South 0 degrees 45 minutes 40 seconds East, along the East line of said South half of the Southwest Quarter, a distance of 831.63 feet; thence North 90 degrees West, parallel to the South line of said Section, a distance of 445.5 feet; thence South 0 degrees 45 minutes 40 seconds East, a distance of 374.92 feet to the Northerly right of way line of State Road No. 2; thence South 89 degrees 54 minutes 33 seconds West, along said right of way, a distance of 169.65 feet; thence South 87 degrees 59 minutes 33 seconds West, along said right of way, a distance of 150.0 feet; thence South 89 degrees 52 minutes 55 seconds West, along said right of way, a distance of 139.68 feet; thence South 89 degrees 40 minutes 08 seconds West along said Right of Way, a distance of 209.83 feet; thence South 89 degrees 52 minutes 55 seconds West along said Right of Way a distance of 650.80 feet; thence North 84 degrees 22 minutes 27 seconds West along said Right of Way a distance of 150.70 feet; thence South 89 degrees 55 minutes 33 seconds West, along said right of way, a distance of 299.80 feet; thence South 87 degrees 10 minutes 33 seconds West along said right of way, a distance of 364.37 feet to the point of beginning;

EXCEPTING THEREFROM: A parcel of real estate located in the Southwest Quarter of the Southwest Quarter of Section 23, Township 33 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana, and more particularly described as follows: Commencing at the Southwest corner of the Southwest Quarter of said Section 23; thence: North 00 degrees 58 minutes 38 seconds West, along the West line of said Southwest Quarter of Section 23, a distance of 968.00 feet; thence : North 89 degrees 01 minutes 22 seconds East a distance of 20.00 feet to the point of beginning; thence: North 00 degrees 58 minutes 38 seconds West a distance of 80.00 feet; thence: North 89 degrees 01 minutes 22 seconds East a distance of 80.00 feet; thence: South 00 degrees 58 minutes 38 seconds East a distance of 80.00 feet; thence: South 89 degrees 01 minutes 22 seconds West a distance of 80.00 feet, to the point of beginning;

ALSO EXCEPTING: A parcel of real estate located in the Southwest Quarter of the Southwest Quarter of Section 23, Township 33 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana and more particularly described as follows: Commencing at the Southwest corner of the Southwest Quarter of said Section

23; thence: North 00 degrees 58 minutes 38 seconds West along the West line of said Section 23, a distance of 322.12 feet; thence: North 89 degrees 56 minutes 47 seconds East, a distance of 415.00 feet to the point of beginning; thence: North 00 degrees 58 minutes 38 seconds East a distance of 300.00 feet; thence: North 89 degrees 56 minutes 47 seconds East a distance of 235.00 feet; thence: South 00 degrees 58 minutes 38 seconds West a distance of 300.00 feet; thence: South 89 degrees 56 minutes 47 seconds West a distance of 235.00 feet to the point of beginning.

Parcel 2:

- Part of the East Half of the Southeast Quarter of Section 22, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Section 22; thence North 89 degrees 25 minutes 55 seconds West along the South line of said Section 22 and also the approximate centerline of State Road 2, a distance of 450.00 feet to the POINT OF BEGINNING; thence continuing North 89 degrees 25 minutes 55 seconds West along said South line, a distance of 873.73 feet to the West line of the East half of the Southeast Quarter of said Section 22; thence North 01 degree 00 minutes 25 seconds West along the West line of said East half, a distance of 2,171.17 feet; thence South 89 degrees 25 minutes 53 seconds East a distance of 725.56 feet; thence South 49 degrees 03 minutes 47 seconds East a distance of 805.05 feet to the East line of said Section 22; thence South 00 degrees 58 minutes 38 seconds East along the East line of said Section 22, a distance of 681.52 feet; thence North 89 degrees 25 minutes 38 seconds West a distance of 450.00 feet; thence South 00 degrees 58 minutes 38 seconds East a distance of 968.00 feet to the POINT OF BEGINNING.

