

APN(s): 1418-11-201-003

The undersigned hereby affirms that this document, including any exhibits hereby submitted for recording does not contain the personal information of any person or persons (Per NRS 239B.030)



SHAWNYNE GARREN, RECORDER

**RECORDING REQUESTED BY:  
WHEN RECORDED MAIL TO:**

Charter Communications  
Ed Gaffney  
9335 Prototype Dr.  
Reno, NV 89521  
Attn: Area Vice President, Field Operations

**GRANT OF EASEMENT**

Hazel Glen, LLC, a Nevada limited liability company, ("**Grantor**"), for One Dollar (\$1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of itself and its successors and assigns, grants and conveys to Spectrum Pacific West, LLC ("**Grantee**") ("**Operator**") and its successors and assigns a perpetual right and easement:

1. **GRANT OF EASEMENT.** Grantor hereby grants to Operator, its successors and assigns, an irrevocable, unrestricted easement to the Property (as defined in Exhibits A and B) or portion thereof as may be described in Section 2 (the "Easement") for the installation, maintenance, operation, improvement, removal and repair of Operator's cable television system and/or other communications facilities, including, without limitation, lines, cables, amplifiers, nodes, utility cabinets, and other electronic equipment (collectively, the "Facilities"). Grantor hereby agrees that the Facilities shall remain the property of Operator, and are removable at Operator's option. The Easement shall include the right of ingress and egress to the Property for the purpose of installation, maintenance, operation, improvement, removal and repair of the Facilities during normal working hours or any other time, day or night, in the event of an emergency situation which, in Operator's reasonable determination, affects the normal operation of the Facilities. Grantor warrants that it has title to the Property and that Operator shall have peaceable enjoyment of such Easement. Operator will not remove underground cables or underground lines during the term of the Easement Agreement or at the expiration of the Easement Agreement.

2. **PROPERTY.** Grantor's property is situated in Glenbrook, County of *Douglas*, State of Nevada (the "Community") with a street address of 2037 The Back Road (the "Property"). A legal description of the Property in which the Easement has been granted is set forth on **Exhibits A and B**, which are attached hereto and by reference made a part hereof.

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3. **REPAIR.** Operator shall repair to the reasonable satisfaction of Grantor any structure, fence, paving, landscaping or other part of the Property which is materially altered or damaged during the installation, maintenance, repair or removal of the Facilities in the Easement.

4. **ASSIGNMENT.** Operator may assign this Easement Agreement to any entity or individual that is a successor to Operator as a cable communications franchisee in the Community. No consent to such assignment is required from Grantor.

5. **TERM.** This Easement Agreement shall remain in full force and effect for so long as Operator (or its successors-in-interest) holds a cable communications franchise or other right to provide communications services in the Community. In the event of a dispute as to the termination date of a franchise, this Easement Agreement shall remain in force until such dispute is finally resolved. The grant of this Easement is not conditioned upon the provision of any communications service to the Property. Non-use or a limited use of this Easement shall not prevent Operator from later making full use of the Easement. This Easement Agreement may be terminated by Operator upon the giving of sixty (60) days prior written notice to Grantor and after a reasonable opportunity is provided to remove the Facilities excluding the underground cables or underground lines from the Property. Notwithstanding anything herein to the contrary, upon termination or release of this Easement, Operator may abandon any buried or underground Facilities and such Facilities shall be deemed the property of Grantor. Operator will not remove underground cables or underground lines during the term of the Easement Agreement or at the expiration of the Easement Agreement. Upon termination of this Easement Agreement, Operator shall record such documents as are necessary to terminate the Easement.

6. **NON-INTERFERENCE.** Grantor, for itself, its heirs, successors and assigns, covenants that the Property shall not be used in any manner which might interfere with or damage the Facilities, or which might interfere with the maintenance, operation or removal of the Facilities.

7. **BINDING.** The provisions and covenants contained in this Easement Agreement shall run with the land and shall bind and inure to the benefit of the respective successors-in-interest of the parties hereto.

8. **RECORDATION.** Upon completion of the installation of the Facilities on the Property, Operator may record this Easement Agreement in the real property records of the county or other local government where the Property is located.

9. **NOTICE.** All notices to be given by one party to this Easement Agreement to the other party hereto shall be in writing, by certified mail to the following addresses:

- (i) If to Grantor:  
Hazel Glen, LLC  
P.O. Box 472  
Glenbrook, NV 89413

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ii) If to Operator:  
Charter Communications  
Ed Gaffney  
9335 Prototype Dr.  
Reno, Nevada 89521  
  
Attn: Area Vice President, Field Operations

With a copy to: Charter Communications  
12405 Powerscourt Drive  
St. Louis, Missouri 63131  
Attn: Legal Operations

**10. HOLD GRANTOR HARMLESS FOR LOSS.** Charter Communications will hold Grantor harmless for loss, damage or liability due to Charter Communications actions.

**11. FURTHER DOCUMENTS.** Each party hereto will execute any and all further documents which the other party reasonably requests to assure that Operator has the rights granted in this Easement Agreement.

**12. ENTIRE AGREEMENT; AMENDMENTS.** This Easement Agreement constitutes the entire agreement between the parties with respect to, and supersedes all prior agreements and/or all understandings with respect to the subject matter contained herein. This Easement Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

**13. SEVERABILITY.** If any term or provision of this Easement Agreement is determined to be invalid or unenforceable, in whole or in part, such a determination shall not affect any other provision of this Easement Agreement and this Easement Agreement shall be treated as if such term or provision had not been contained herein.

**14. GOVERNING LAW.** This Easement Agreement shall be construed to be in accordance with the laws of the State of Nevada.

*[signature page follows]*

**GRANTOR:**

HAZEL GLEN, LLC

[Handwritten Signature]  
SIGNATURE

By: ROBERT FELTON  
PRINT NAME

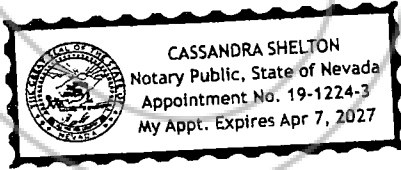
Title: MANAGER

STATE OF Nevada )  
COUNTY OF Carson City ) ss.

This instrument was acknowledged before me on Jan 16<sup>th</sup>, 2024 by Robert Felton  
Manager of Hazel Glen, LLC.

[Handwritten Signature]  
Signature of Notarial Officer

Notary Seal Area →



**GRANTOR:**

Hazel Glen, LLC


P.O. Box 472

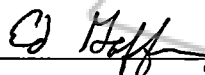
Glenbrook, NV 89413

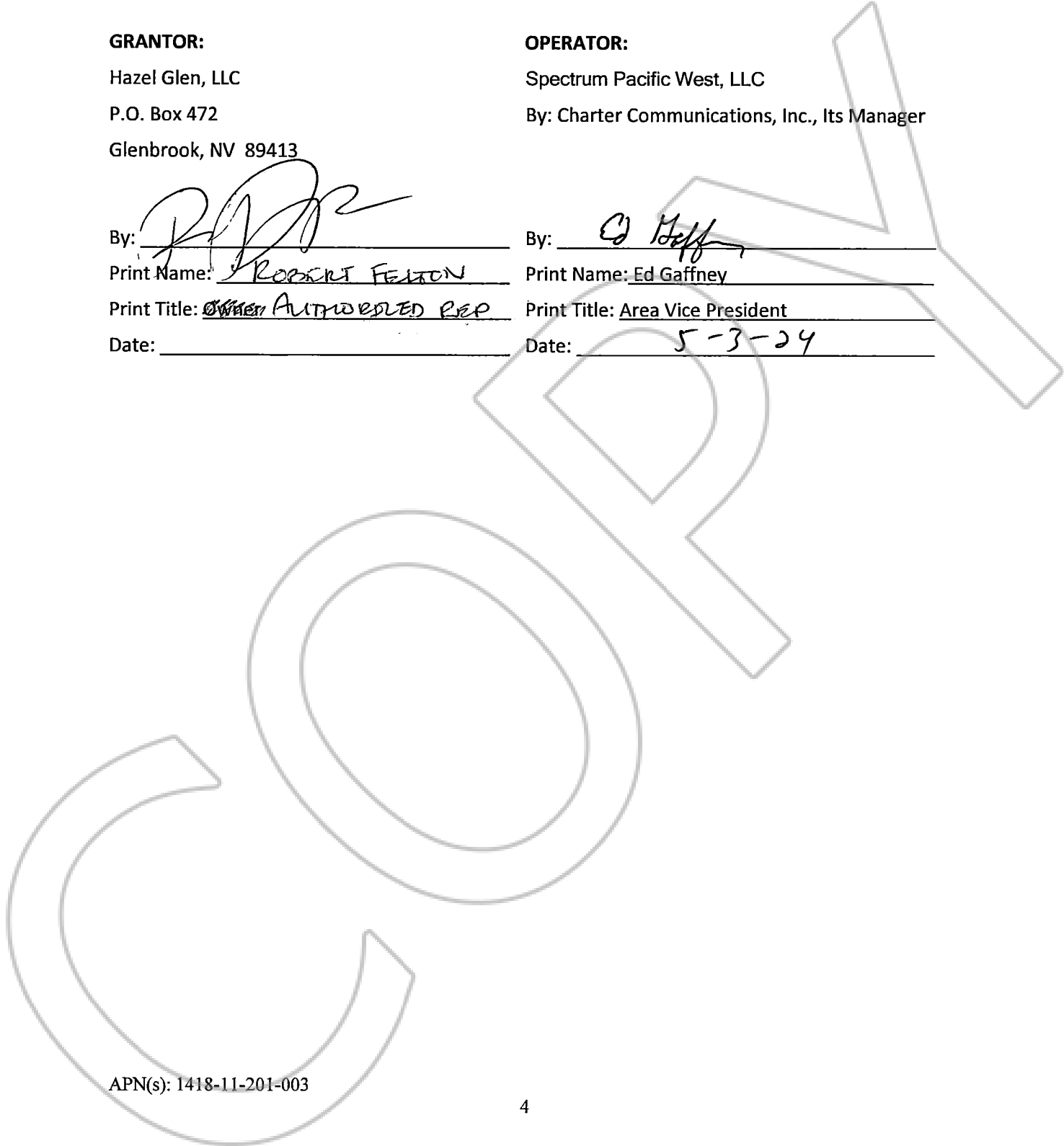
**OPERATOR:**

Spectrum Pacific West, LLC

By: Charter Communications, Inc., Its Manager

By:   
Print Name: ROBERT FELTON  
Print Title: ~~OWNER~~ AUTHORIZED REP  
Date: \_\_\_\_\_

By:   
Print Name: Ed Gaffney  
Print Title: Area Vice President  
Date: 5-3-24



**OPERATOR ACKNOWLEDGEMENT**

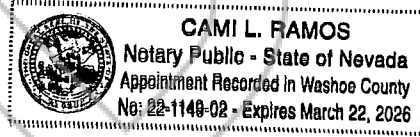
STATE OF Nevada

COUNTY OF ~~Douglas~~ WASHOE

This instrument was acknowledged before me on May 3, 2024 (date)  
by Edward Anthony Gaffney (name(s) of person(s)) as Area Vice President (type of  
authority, e.g., officer, trustee, etc.) of Chaete Communications, Inc., Its Manager



(Signature of notarial officer)  
(Seal, if any)



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**Exhibit A**

All that certain, piece or parcel of land, situate lying and being in the County of Douglas, State of Nevada, and more particularly described as follows:

Begin at a point on the easterly side line of a 30 foot roadway marked by an Iron pipe set in concrete, whence the meander corner between Sections 3 and 10, Township 14 North, Range 18 East, M.D.B. & M., bears N. 47°51' W. 3486.93 feet and the northwest corner of the Schneider Land bears S. 4°13' E. 145.22 feet; thence N. 7°49' W.. 241.3 feet along the easterly side line of said roadway to an iron pipe set in concrete; thence N. 13°20' E. 158.7 feet along said side line to an iron pipe set in concrete; thence N. 72°42' E. 214.01 feet to an iron pipe set in concrete on the westerly side of an irrigation ditch; thence S. 7°34' E. 190.83 feet along said side line to an iron pipe set in concrete; thence S. 18°04' E. 186.5 feet along said side line to an iron pipe set in concrete; thence S. 72°42' W. 304.88 feet to the place of beginning.

Per NRS 111.312, the above legal description previously appeared in that certain document recorded on May 13, 2015 as Document No. 861901 in the Official Records of the County of Douglas, State of Nevada.

Notwithstanding the foregoing, with respect to the Utility Facilities, Easement Area shall be reduced to an area ten (10) feet in width, being five (5) feet on each side of the centerline of the Utility Facilities after same are installed in connection with **Spectrum Pacific West, LLC Project ID Glenbrook\_FR\_R20C**. The easement area around any Additional Utility Facilities shall be reduced to three (3) feet in all directions around the perimeter of the Additional Utility Facilities, as originally installed in connection with **Spectrum Pacific West, LLC Project ID Glenbrook\_FR\_R20C**.

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**Exhibit B**

