

DOUGLAS COUNTY, NV 2024-1008926  
Rec:\$40.00  
Total:\$40.00 06/10/2024 01:50 PM  
CHARTER COMMUNICATIONS Pgs=10

APN(s): 1418-03-402-002

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**

Millbrook 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 2173 Pray Meadow 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.

APN(s): 1418-03-402-002

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:  
Millbrook LLC  
1315 Palisades Drive  
Pacific Palisades, CA 90272

APN(s): 1418-03-402-002

(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]*

APN(s): 1418-03-402-002

**GRANTOR:**

Millbrook LLC

1315 Palisades Drive

Pacific Palisades, CA 90272

**OPERATOR:**

Spectrum Pacific West, LLC

By: Charter Communications, Inc., Its Manager

By: Julia Henshaw

Print Name: Julia Henshaw

Print Title: Owner Millbrook LLC

Date: 3/8/2024

By: Ed Gaffney

Print Name: Ed Gaffney

Print Title: Area Vice President

Date: 5-3-24

APN(s): 1418-03-402-002

**GRANTOR:**

MILLBROOK LLC

Julia Henshaw  
SIGNATURE

By: Julia Henshaw  
PRINT NAME

Title: Mgr, Millbrook LLC

*\* PLEASE SEE  
ATTACHED  
ACKNOWLEDGMENT \**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_ by  
\_\_\_\_\_ as \_\_\_\_\_ of Millbrook LLC.

\_\_\_\_\_  
Signature of Notarial Officer

Notary Seal Area →

APN(s): 1418-03-402-002

# All-purpose Acknowledgment California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

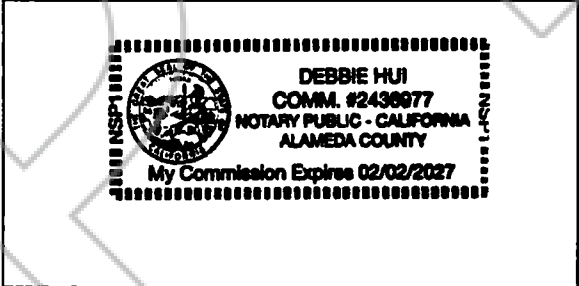
State of California

County of Alameda

On 03/08/2024 before me, Debbie Hui, Notary Public (here insert name and title of the officer),

personally appeared Julia Irene Henshaw

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Notary Seal

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

### For Bank Purposes Only

Description of Attached Document

Type or Title of Document Grant of Easement

Document Date 03/08/2024 Number of Pages 6

Signer(s) Other Than Named Above Ed Gaffney

Account Number (if applicable) N/A



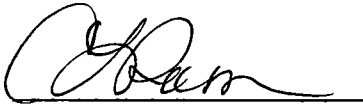
F001-000DSG5350CA-01

**OPERATOR ACKNOWLEDGEMENT**

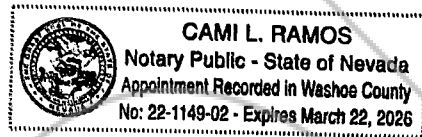
STATE OF Nevada

COUNTY OF ~~Douglas~~ WASHOE

This instrument was acknowledged before me on May 3, 2024 (date)  
by Edvine & Anthony Enckey (name(s) of person(s)) as Area Vice President (type of  
authority, e.g., officer, trustee, etc.) of Charter Communications, Inc, H Manager



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



APN(s): 1418-03-402-002

**Exhibit A**

That certain real property situated in the County of Douglas, State of Nevada, commonly known as 2173 Bliss Dirt Road, Glenbrook, and more particularly described as follows:

PARCEL B, as shown on that certain Parcel Map filed in book 181, Page 1708, Document No. 53043, on January 30, 1981, of Official Records of Douglas County Nevada.

EXCEPTING THEREFROM all land below the natural ordinary high-water line of Lake Tahoe.

TOGETHER WITH a right of way over that certain road as now located on or as it may be located hereafter, extending from the State Highway known as U.S. Route 50 to the hereinabove described property.

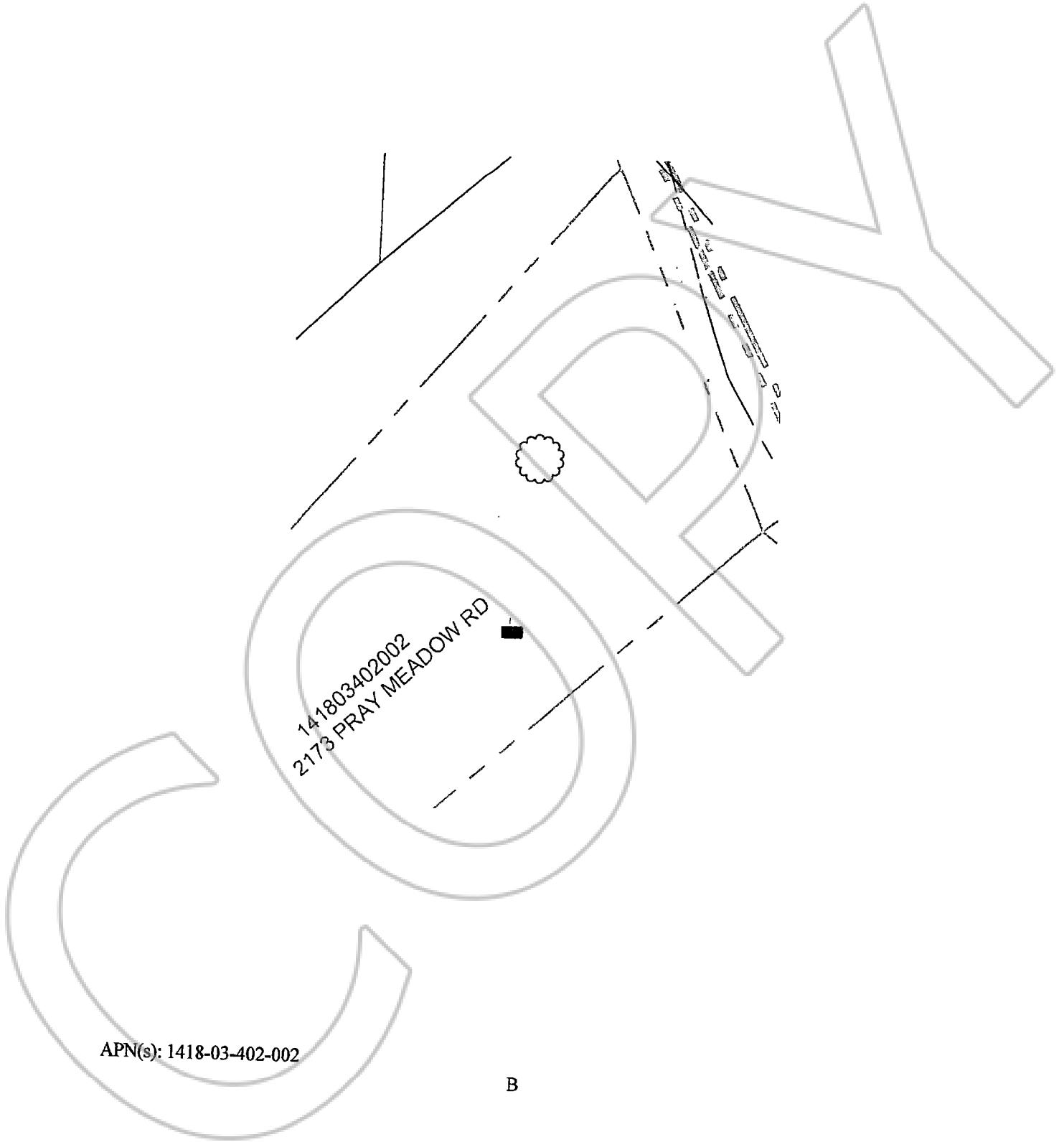
Per NRS 111.312, the above legal description previously appeared in that certain document recorded on December 30, 2008 as Document No. 0735150 in the Official Records of the County of Douglas, State of Nevada.

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**.

APN(s): 1418-03-402-002



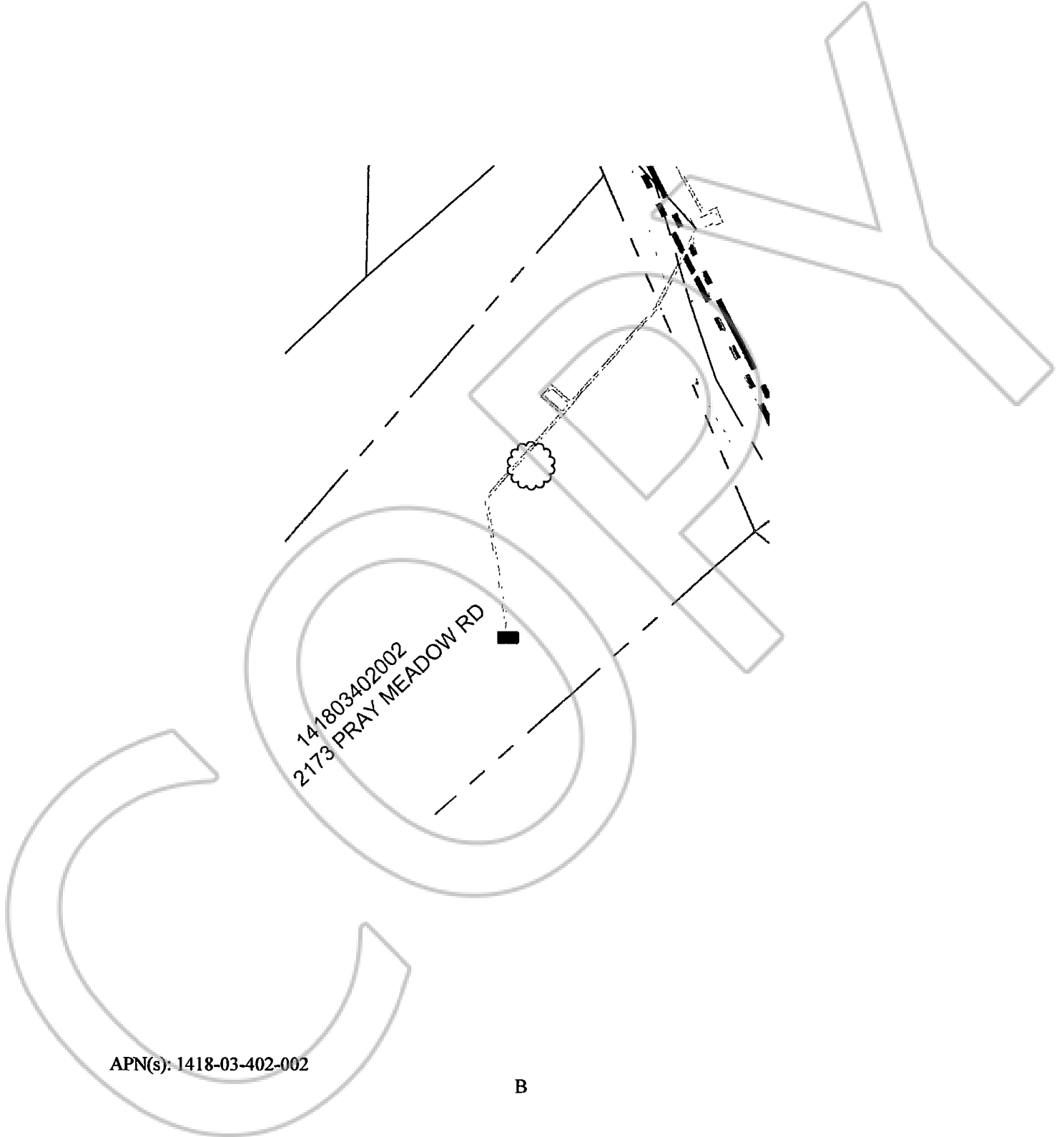
**Exhibit B**



APN(s): 1418-03-402-002

B

**Exhibit B**



141803402002  
2173 PRAY MEADOW RD

APN(s): 1418-03-402-002

B