

APN(s): 1418-11-201-001

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**

David Kingman and Mary Jane Kingman, ("**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 easement to the Property (as defined in Exhibits A and A-1) 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. Easement shall not extend beyond the roadway, known as The Back Road.

2. **PROPERTY.** Grantor's property is situated in Glenbrook, County of *Douglas*, State of Nevada (the "Community") with a street address of 2080 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 A-1, 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:  
David and Mary Jane Kingman  
P.O. Box 209  
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.

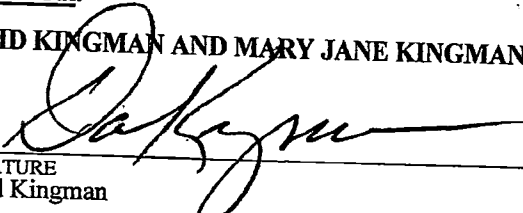
13. **SEVERABILITY.** If any term or provision of this Easement Agreement is determined to be invalid or unenforceable, in whole or in part, such a determination shall not affect any other provision of this Easement Agreement and this Easement Agreement shall be treated as if such term or provision had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

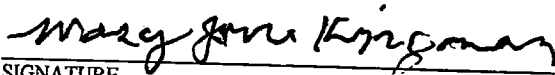
14. **GOVERNING LAW.** This Easement Agreement shall be construed to be in accordance with the laws of the State of Nevada.

*[signature page follows]*

**GRANTOR:**


**DAVID KINGMAN AND MARY JANE KINGMAN**

  
\_\_\_\_\_  
SIGNATURE  
David Kingman

  
\_\_\_\_\_  
SIGNATURE  
Mary Jane Kingman

STATE OF Nevada )  
COUNTY OF Douglas ) ss.

This instrument was acknowledged before me on April 14, 2024 by David Kingman and Mary Jane Kingman.

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



Notary Seal Area →

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**GRANTOR:**

David and Mary Jane Kingman  
P.O. Box 209  
Glenbrook, NV 89413

**OPERATOR:**

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

By: *David and Mary Jane Kingman*

Print Name: David and Mary Jane Kingman

Print Title: Owner

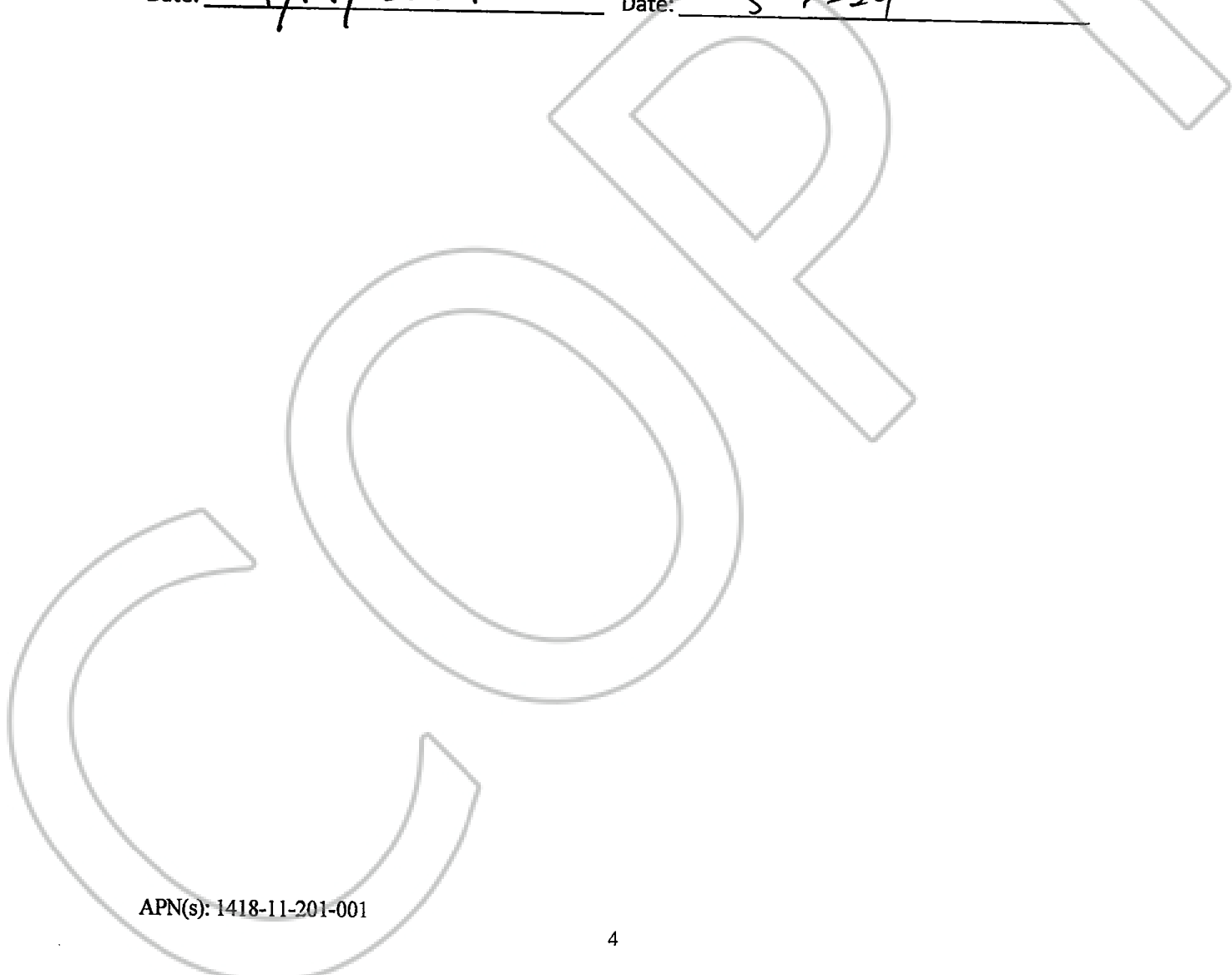
Date: 4/14/2024

By: *Ed Gaffney*

Print Name: Ed Gaffney

Print Title: Area Vice President

Date: 5-3-24




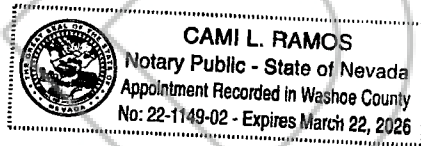
**OPERATOR ACKNOWLEDGEMENT**

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 Chester Communications, Inc., Its Manager

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



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David and Mary Jane Kingman  
APN: 1418-11-201-001

**EXHIBIT "A"**  
**EASEMENT**

A portion of the Northwest quarter of Section 11, Township 14 North, Range 18 East, M.D.M., Douglas County, Nevada; situated within that Parcel of land described as Parcel 1 of a Record of Survey Lot Line Adjustment for David Kingman, recorded as Document Number 198766 on March 23, 1989, Official Records of Douglas County, Nevada, more particularly described as:

An easement, 24 feet in width, lying 12 feet on each side of the following described centerline, same being a portion of 'The Back Road' as shown on Said Record of Survey for David Kingman:

**COMMENCING** at the Southeast Corner of Said Parcel 1;

**THENCE** along the south line of said Parcel 1 North 90°00'00" West, 49.63 feet to the **POINT OF BEGINNING**;

**THENCE** leaving said south line North 5°08'38" West, 88.81 feet to the beginning of a tangent curve to the right;

**THENCE** along the arc of said curve a distance of 193.96 feet, said curve having a radius of 320.00 feet and a central angle of 34°43'42";

**THENCE** North 29°17'14" East, 14.44 feet to the east line of said Parcel 1 and the **TERMINUS OF THIS DESCRIPTION**.

The sidelines of said easements are to be extended or truncated as to terminate on the south and east lines of the Grantor.

Said Easements contains 7,131 square feet more or less.

See Exhibit "A-1" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is said Record of Survey for David Kingman.

Prepared by Leland Johnson, P.L.S.



*[Handwritten Signature]*  
3/11/2024

EXHIBIT A-1

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N90°00'00"W	49.63'
L2	N5°08'38"W	88.81'
L3	N29°17'14"E	14.44'

APN:  
1418-11-201-002

APN:  
1418-11-1111-001

DAVID & MARY JANE KINGMAN  
APN: 1418-11-201-001  
PARCEL 1  
DOC: 198766  
EASEMENT AREA: 7,131 SF±

D=34°43'42"  
R=320.00'  
L=193.96'

APN:  
1418-10-602-002

24'

P.O.C.  
SE CORNER  
PARCEL 1  
DOC: 198766

APN:  
1418-11-201-002



APN:  
1418-10-611-001

**NVEnergy** 6100 NEIL RD.  
RENO, NV 89511  
www.nvenergy.com

EXHIBIT MAP  
EASEMENT  
DAVID & MARY JANE KINGMAN  
APN: 1418-11-201-001

T. 14 N., R. 18 E., SECT. 11 M.D.M.  
GLENBROOK DOUGLAS COUNTY NEVADA

3/8/2024 1 OF 1

SCALE: 1" = 100'  
S:\Survey\LAND PROJECTS\Glenbrook Underground\  
Glenbrook Underground Easement.dwg d\25679>  
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