



SHAWNYNE GARREN, RECORDER

APN(s): 1418-11-401-001

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)

**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**

Upper Meadows, L.P., as to a 50% interest, Carol Imrie, as to a 12.5% interest, John Imrie, as to a 12.5% interest, Kent Imrie, as to a 12.5% interest, and Scott Imrie, as to a 12.5% interest, ("**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 256 Old Highway 50 (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:  
c/o Kent Imrie  
P.O. Box 341  
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:**

c/o Kent Imrie  
P.O. Box 341  
Glenbrook, NV 89413

**OPERATOR:**

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

By: *Kent Imrie*

Print Name: KENT IMRIE

Print Title: Owner

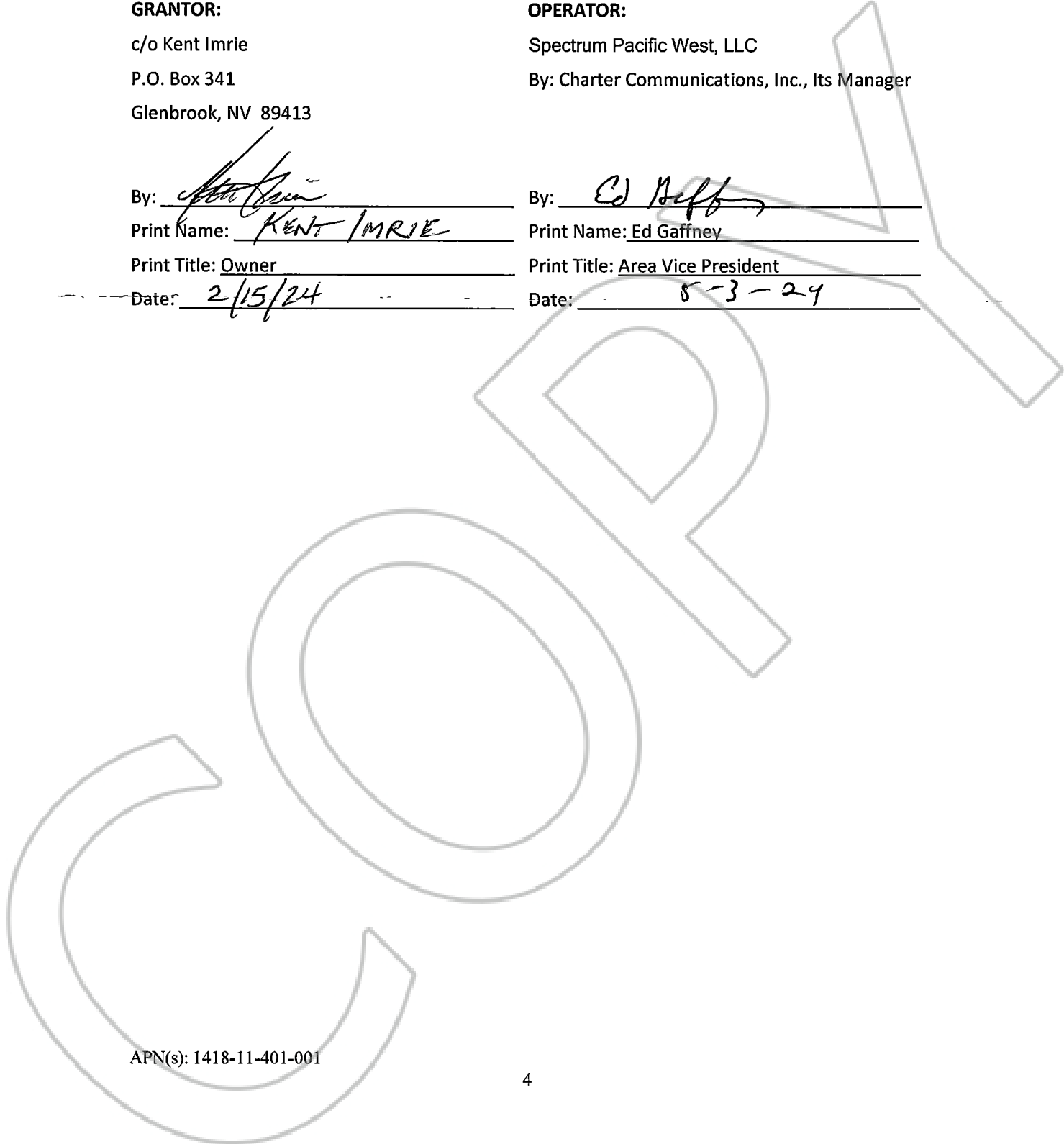
Date: 2/15/24

By: *Ed Gaffney*

Print Name: Ed Gaffney

Print Title: Area Vice President

Date: 8-3-24




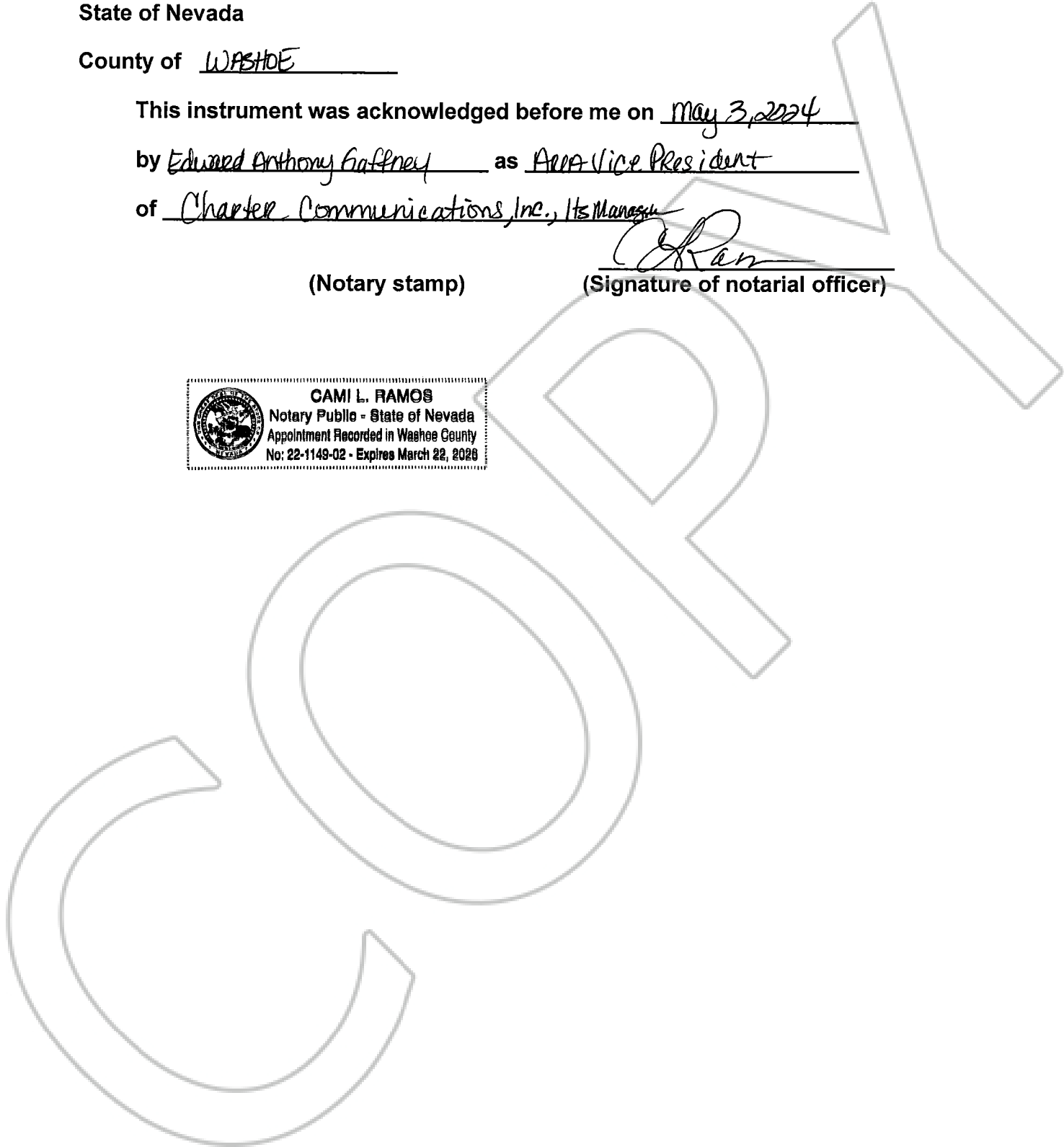
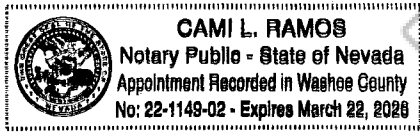
State of Nevada

County of WASHOE

This instrument was acknowledged before me on May 3, 2024  
by Edward Anthony Gaffney as Area Vice President  
of Charter Communications, Inc., Its Manager

(Notary stamp)

  
(Signature of notarial officer)



**GRANTOR:**

**CAROL IMRIE, as to a 12.5% interest**

*Carol Imrie*

SIGNATURE

Carol Imrie

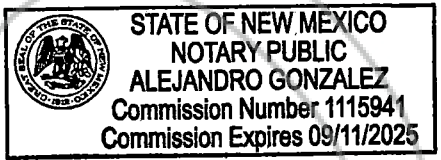
STATE OF New Mexico )  
COUNTY OF Santa Fe ) ss.

This instrument was acknowledged before me on February 21<sup>st</sup>, 20 24 by Carol Imrie, as to a 12.5% interest.

*[Signature]*

Signature of Notarial Officer

Notary Seal Area →











**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

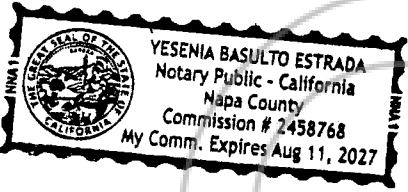
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Napa }

On 02-07-24 before me, Yesenia Basulto Estrada, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared John Hamlington Imrie  
*Name(s) of Signer(s)*

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.



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 YB  
*Signature of Notary Public*

*Place Notary Seal and/or Stamp Above*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_