

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

101 Innovation Ave, Suite 100
Morrisville, NC 27560
Charter Communications
Attn: Area Vice President, Field Operations
Robert Crosio

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into as of _____, 2024, by and between _____
("Grantor"), and Charter Communications ("Operator").

THE PARTIES HERETO AGREE AS FOLLOWS:

1. GRANT OF EASEMENT. Grantor hereby grants to Operator, its successors and assigns, an irrevocable, restricted easement to the Property (as defined in Section 2) 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, towers and poles (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 the City of _____, County of _____, State of _____ (the "Community") with a street address of _____ (the "Property"). A legal description of the Property in which the Easement has been granted is set forth on **Exhibit A**, which is attached hereto and by reference made a part hereof.

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:

(1) If to Grantor:

| |

(ii) If to Operator:

Charter Communications

| 101 Innovation Ave, Suite 100, Morrisville, NC 27560 |

Attn: Area Vice President, Field Operations

With a copy to: Charter Communications

12405 Powerscourt Drive

St. Louis, Missouri 63131

Attn: Legal Operations, Operations

10. 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.

11. 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.

12. 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.

13. GOVERNING LAW. This Easement Agreement shall be construed to be in accordance with the laws of the state where the Property is located.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first written above.

GRANTOR:	OPERATOR:
[[SPECTRUM SOUTHEAST, LLC
]	By: Charter Communications, Inc., Its Manager
By: _____	By: _____
Print Name: _____	Print Name: <u>Kathleen Kerr</u>
Print Title: _____	Print Title: <u>Area Vice President,Field Operations</u>
Date: _____	Date: _____

GRANTOR ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____ (date) by _____
_____.

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

OPERATOR ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____ (date)
by _____ (name(s) of person(s)) as _____ (type of
authority, e.g., officer, trustee, etc.) of _____.

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

EXHIBIT A

Attached to and Forming a Part of Easement Agreement
between

[redacted], as Grantor
and
[redacted] SPECTRUM SOUTHEAST, LLC [redacted], as Operator

Legal Description

