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03/02/2023 03:02:11 PM
ESMTAROW 1/6

PREPARED BY
Spectrum Southeast, LLC

AFTER RECORDING, RETURN TO:
Spectrum Cable
7820 Crescent Executive DR
2ND Floor
Charlotte, NC 28217

GRANT OF EASEMENT

[See Attached]

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CONFIDENTIAL

GRANT OF EASEMENT

RECORDING REQUESTED BY AND |
WHEN RECORDED MAIL TO: |
Spectrum Communications |
Attn: Spectrum Community Solutions Ops |
Address: 7820 Crescent Executive Drive, 2nd Floor |
Charlotte, NC 28217 |

.....
Above for recorders use only

THIS GRANT OF EASEMENT is made effective as of 10th day of November 2022, by and between 256 Seaman Ave, LLC ("Owner") and Spectrum Southeast, LLC ("Operator"). The parties agree as follows:

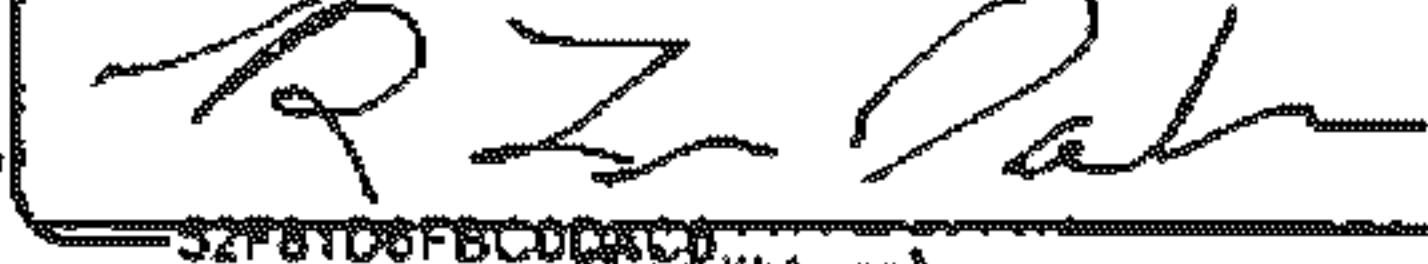
1. **PREMISES.** Owner's property, including the improvements thereon (the "Premises"), is located at the street address of Property Address with a legal description as set forth on Attachment I to this Exhibit.
2. **GRANT OF EASEMENT.** For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner grants and conveys to Operator an irrevocable nonexclusive easement across, under, over, within and through the Premises (and the improvements now or hereafter located thereon), as necessary or desirable, for the routing, installation, maintenance, improvement, service, operation and removal of wiring and equipment used in the provision of multi-channel video television programming and other communication services that Operator may lawfully provide to the Premises, and of the marketing and provision of such services. Operator agrees that for any underground cabling or fiber installed will be within ten (10) feet either side of the conduit. Such easement shall be for the additional use and benefit of Operator's designees, agents, successors and assigns.
3. **RESTORATION OF PROPERTY.** In the event the Operator makes any excavation on said Premises of Owner, or Operator removes any equipment at the termination of this Agreement, Operator shall repair the same in such manner and will cause the least injury to the surface of the ground around such excavation and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.
4. **BINDING EFFECT.** The benefits and burdens of this GRANT OF EASEMENT shall run with the land and shall bind and inure to the benefit of the parties and their respective successors and assigns.
4. **SUPPLEMENT.** This Grant of Easement shall serve to supplement the terms and conditions of that certain Nonexclusive Installation and Service Agreement between the parties with an Effective Date of Agreement Start Month **Agreement Start Day, Agreement Start Year** ("Agreement"). This Grant of Easement shall be coterminous with the term of the Agreement and any subsequent renewal.

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CONFIDENTIAL

OPERATOR:
Spectrum Southeast, LLC

By: Charter Communications, Inc., its Manager

By 
DocuSigned by:
R. Lynn Dodson
S2P81D6FBC004C0
(Signature)

Printed Name: R. Lynn Dodson
Title: Vice President Regional Sales
Spectrum Community Solutions
2/28/2023
Date: _____

OWNER:
256 Seaman Ave , LLC

By 
(Signature)

Printed Name: David Topping
Title: Managing Member

Date: 11/28/22

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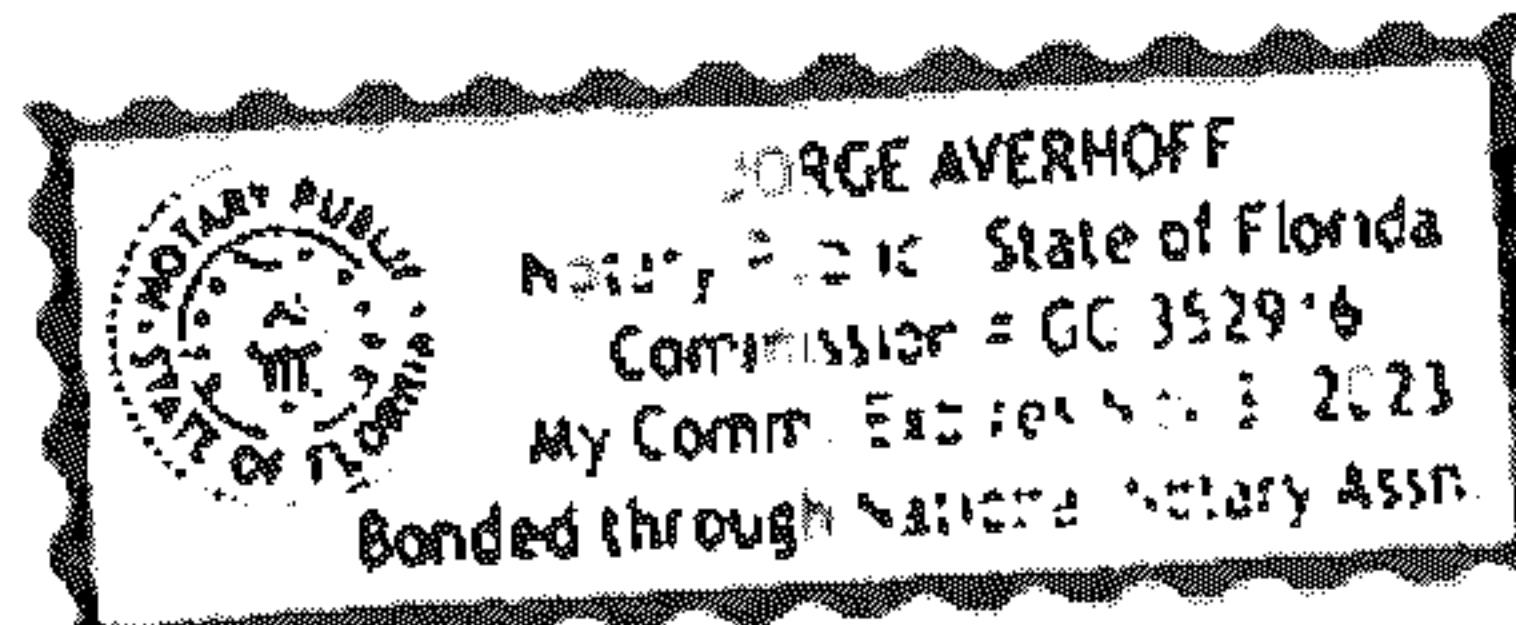
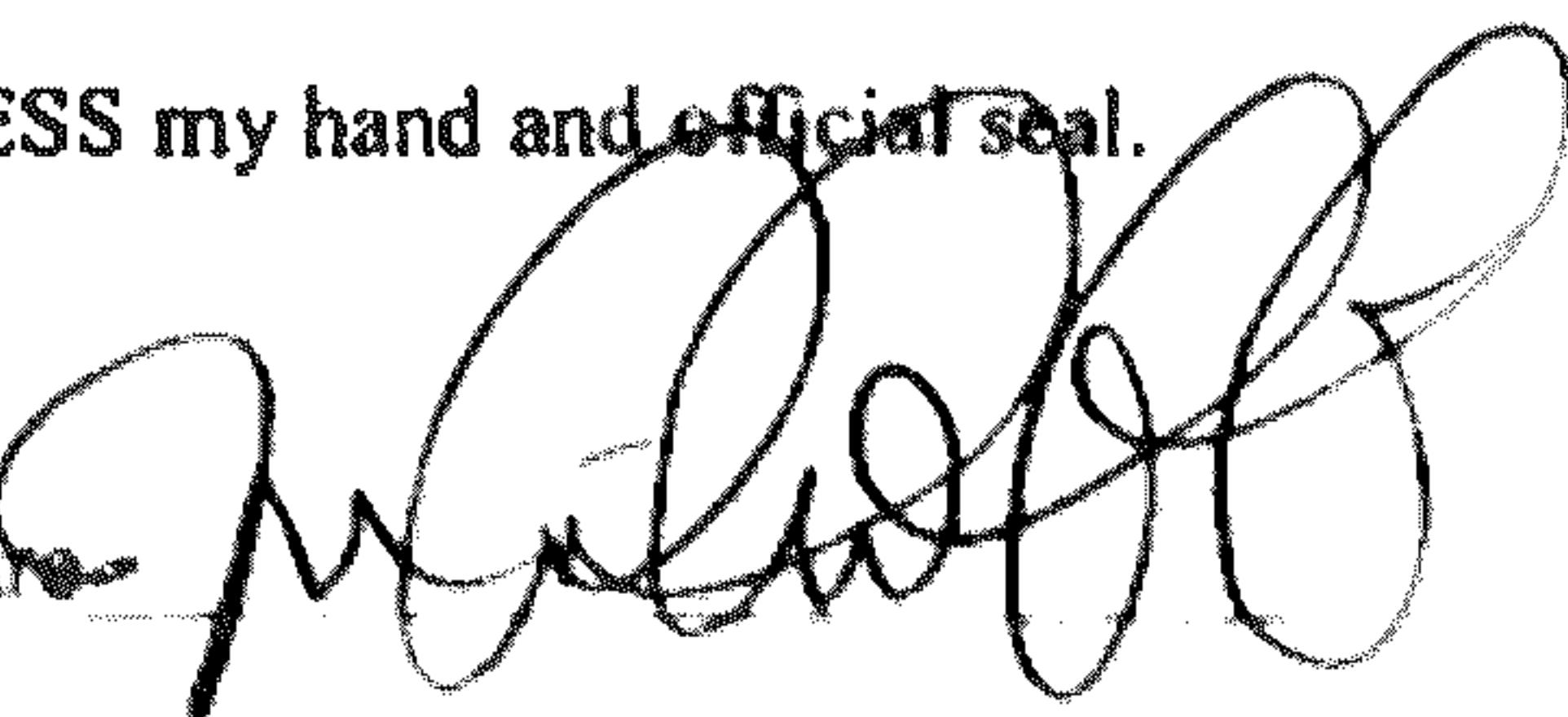
CONFIDENTIAL

STATE OF FLORIDA)
COUNTY OF MARL)

On NOV, 28, 2022 before me, DAVID DIPPING, personally appeared personally known to me (or proved to me 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.

WITNESS my hand and official seal.

Signature



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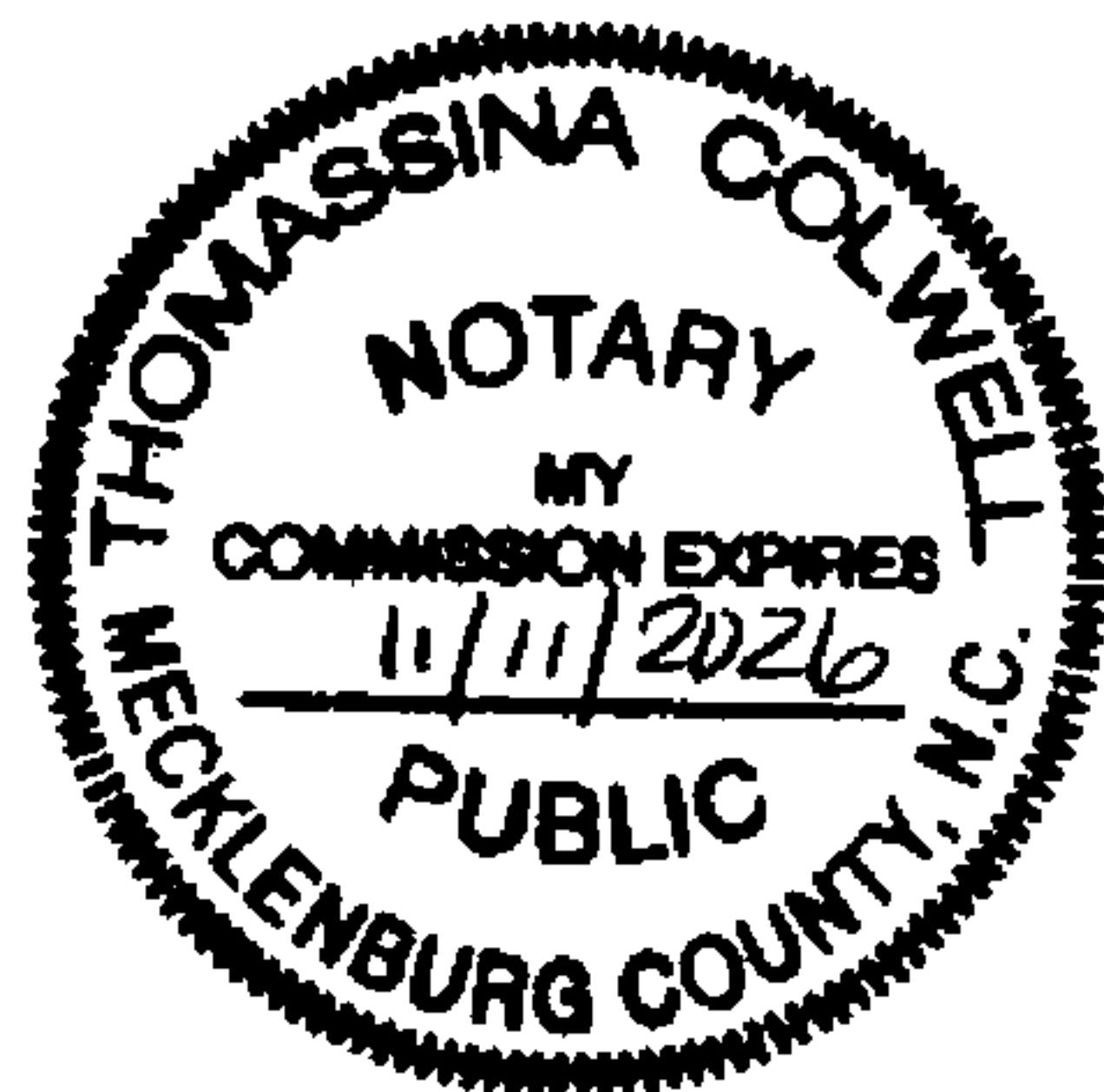
CONFIDENTIAL

STATE OF NC
COUNTY OF Mecklenburg

On February 26, 2023 before me, R. Lynn Dodson, personally appeared personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) 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.

WITNESS my hand and official seal.

Signature Thomassina Colwell



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Attachment 1 to Grant of Easement
[Owner to insert legal description of Premises]

PARCEL I:

Lot 1, according to the Survey of Riverchase Gardens, First Sector, as recorded in Map Book 8, page 153, in the Probate Office of Shelby County, Alabama.

PARCEL II:

Lot 2, according to the Survey of Riverchase Properties, Second Addition to Riverchase, as recorded in Map Book 9, page 40, in the Probate Office of Shelby County, Alabama.

PARCEL III:

Easement for the benefit of Parcel II as created by that certain Easement dated December 13, 1983, and recorded in Real 2571, page 628 and refiled by Real 99, page 911, for the purpose of a sanitary sewer pipeline.

PARCEL IV:

Easement for the benefit of Parcel II as created by that certain Easement dated 11-30-83, recorded in Real 2429, page 31 and refiled in Real 85, Page 53, for the purpose of a sanitary sewer pipeline.

PARCEL V:

Easement for the benefit of Parcel II as created by that certain Easement recorded in Shelby Real 351, page 963, in said Probate Office.

PARCEL VI:

Appurtenant Easement referenced in Section 6.2 of the Restrictive Covenants recorded in Misc. Book 19, page 633, in said Probate Office.

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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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\$38.00 JOANN
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Allie S. Boyd