

# EASEMENT AND MEMORANDUM OF AGREEMENT

DOCUMENT PREPARED BY:

Time Warner Cable Enterprises, LLC  
AFTER RECORDING, RETURN TO:  
Time Warner Cable  
3140 W. Arrowood Rd.  
Charlotte, NC 28273  
Attn: Jacob Sullivan  
New Market Development Coordinator

## 1. Grant of Easement

In consideration of the covenants and agreements in the Agreement (defined below), for \$10, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Sea Spray Homeowners Association** (“**Grantor**”) grants to **Time Warner Cable Enterprises LLC** (“**Grantee**”), a non-exclusive easement on, over, under, across and through Grantor’s property and all its improvements (as described in the attached Attachment 1) (the “**Property**”), together with all rights of access, ingress and egress for the purposes stated hereafter (the “**Easement**”). The Easement is for the purposes of permitting Grantee and its affiliates and contractors to (i) install, operate, maintain, upgrade, repair, replace, and/or remove a system (including wiring, poles, conduit, molding, pipes, antennas, servers, switch equipment, software, central processing units and other facilities and equipment (“**System**”) for the delivery of video, entertainment, high-speed data, phone and phone replacement, and other services (“**Services**”) to the Property and to any other properties or customers that can be served by such System; and (ii) market, offer and provide such Services to residents of the Property, all as more fully provided in the Service and Marketing Agreement between Grantor and Grantee with respect to the Property (the “**Agreement**”). The location of the Easement shall be as set forth in the drawings attached to Attachment 1, or, in the absence of such drawings, five feet on either side of the System as actually built. Grantor will provide a mutually acceptable location to install a wireless access point(s), backhaul modem, and antennas with access to a standard electric power source.

Grantee will have and hold the Easement, together with every right and appurtenance connected to it, for an initial term of 132 months, and for so long thereafter as Grantee is providing services in the area where the Property is located (the “**Term**”). After the Term, this Easement automatically will terminate after an additional 90-day continuation period solely for the purpose of allowing Grantee to dispose of its System as permitted by the Agreement. This Easement and other rights granted to Grantee run with the title to the Property and are binding on Grantor, all subsequent owners of the Property, and others who may claim an interest in the Property. Grantor reserves the right to grant other easements on or rights of access to the Property, but will not allow such other grants to interfere with this Easement.

## 2. Memorandum of Agreement

In addition to the rights granted above, the Agreement grants to Grantee certain exclusive and/or non-exclusive rights to market and provide Services to residents of the Property. During the term of the Agreement, Grantor has agreed that it shall not enter into any bulk billed, bulk provision (regardless of whether for a fee), bulk or volume discount, Owner-guaranteed payment, Owner-subsidized (e.g., construction reimbursement or subsidy), or any other similar arrangement with any other provider for multi-channel video service, Internet access service, or voice service.



