

Submitted electronically by ORTRIS in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Wake Register of Deeds.

PREPARED BY AND

~~WHEN RECORDED MAIL TO:~~

Fisher & Fisher, PC
Attn: Sheila M. Fisher
1125 17th St., Suite 710
Denver, CO 80202

WHEN RECORDED RETURN TO:

OLD REPUBLIC TITLE
ATTN: POST CLOSING
1200 EAST MARKET ST, STE 751
AKRON, OH 44305

25021978

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SECOND AMENDMENT TO CORRECTIVE EASEMENT AGREEMENT

THIS SECOND AMENDMENT TO CORRECTIVE EASEMENT AGREEMENT (this "Amendment") is made as of May 2, 2025, by and between Spectrum Southeast, LLC, a Delaware limited liability company, formerly known as Time Warner Cable Southeast LLC ("Grantor"), and EVEREST SPECIAL, LLC, a Delaware limited liability company ("Grantee").

RECITALS

A. Grantor is the owner of the real property located at or about 751 E. Garner Road, Garner, North Carolina (the "Site"), which Site is more particularly described on Exhibit A, attached hereto.

B. By Corrective Easement Agreement, dated as of January 2, 2024, between Grantor and EIP Holdings II, LLC, a Delaware limited liability company ("EIP"), as predecessor-in-interest to Grantee (the "Corrective Easement Agreement"), as amended by Global Amendment to Easement Agreements (the "Global/First Amendment"), dated July 12, 2024, executed by Charter Communications Operating, LLC, a Delaware limited liability company ("CCO"), the Grantors (as defined in the Global/First Amendment), and the Grantees (as defined in the Global/First Amendment), Grantor granted to Grantee certain easement rights over portions of the Site. The Corrective Easement Agreement was recorded on January 23, 2024 in Book: 019522; Pages: 02769-02785 in the real property records of Wake County, North Carolina.

C. The Corrective Easement Agreement was assigned by EIP to Grantee pursuant to the Assignment and Assumption of Easement Agreement, dated effective as of January 2, 2024, and recorded on April 21, 2025, at 2025000544; Book 019884; Page 00393 in the real property records of Wake County, North Carolina.

D. Grantor and Grantee desire to amend the Corrective Easement Agreement as set forth herein.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Grantor and Grantee hereby agree as follows:

1. **Easement Areas.** The Site Easement Area, as referenced in the Easement Agreement, is redefined to be that portion of the Site as is depicted or otherwise described on **Exhibit B** to this Amendment. The Access and Utility Easement Area, as referenced in the Easement Agreement, is redefined to be that portion of the Site as is depicted or otherwise described on **Exhibit B** to this Amendment. Exhibit B to the Easement Agreement is hereby replaced in its entirety by **Exhibit B** attached to this Amendment.

2. **Miscellaneous.**

(a) This Amendment is governed by the laws of the state in which the Site is located, without reference to its conflict of laws principles.

(b) Either Grantor or Grantee, at its own expense, may record this Amendment upon the full execution hereof.

(c) This Amendment may be executed in counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[Signatures to immediately follow.]


IN WITNESS WHEREOF, and intending to be legally bound, Grantor and Grantee have executed this Amendment as of the date first written above.

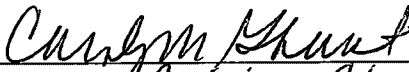
GRANTOR:

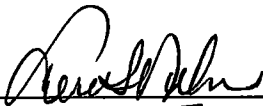
WITNESSES:

Spectrum Southeast, LLC,
a Delaware limited liability company

By: Charter Communications, Inc., its Manager

By: 
Printed Name: _____
Title: Carrie E. Walters
VP, Real Estate & Property Administration
Charter Communications, Inc


Printed Name: Carolyn Ghara


Printed Name: Terrell L. Nixson

STATE OF COLORADO)

)

SS:

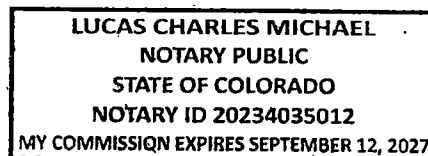
COUNTY OF ARAPAHOE)

)

On this 24th day of April, 2025, before me, a Notary Public, the undersigned officer, personally appeared Carrie E. Walters, who acknowledged himself/herself to be the V.P. Real Estate of Charter Communications, Inc., a Delaware corporation, as Manager of Spectrum Southeast, LLC, a Delaware limited liability company, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name on behalf of said company by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public
My Commission Expires:



GRANTEE:

WITNESSES:

EVEREST SPECIAL, LLC,
a Delaware limited liability company

By: R-L
Printed Name: Ryan D. Lepene
Title: Co-President

Picky Marous
Printed Name: Picky Marous

Pamela J. Prentice
Printed Name: Pamela J. Prentice

STATE OF Ohio
COUNTY OF Cuyahoga

)
) SS:
)

On this 2nd day of May, 2025, before me, a Notary Public, the undersigned officer, personally appeared Ryan D. Lepene, who acknowledged himself/herself to be the Co-President of EVEREST SPECIAL, LLC, a Delaware limited liability company, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his/her name on behalf of said limited liability company by himself/herself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Diane S. Leung
Notary Public
My Commission Expires:



DIANE S. LEUNG
Attorney At Law
Notary Public, State of Ohio
My commission has no expiration date
Sec. 147.03 R.C.

Exhibit ASite

Beginning at an iron pin in the southern right-of-way line of S. R. 1004 (Old U.S. 70), such beginning point being South 81 degrees 20 minutes East three-tenths of a mile from the intersection of S. R. 1004 and the Jones Sausage Road, and such beginning point also being a common corner with the property now subject to condemnation proceedings involving the Grantors and the Wake County Board of Education, runs thence with the southern right-of-way line of S. R. 1004 South 81 degrees 20 minutes East 150 feet to an iron pipe in such right-of-way line; runs thence South 8 degrees 40 minutes West 102.5 feet to an iron pipe; runs thence South 17 degrees 20 minutes East 114.31 feet to an iron pipe; runs thence South 88 degrees 37 minutes 30 seconds East 230 feet to an iron pipe; runs thence South 1 degree 22 minutes 30 seconds West 30 feet to an iron pin; runs thence South 61 degrees 22 minutes 30 seconds West 430 feet to an iron pipe; runs thence North 88 degrees 37 minutes 30 seconds West 30 feet to an iron pipe; runs thence North 1 degree 22 minutes 30 seconds East 474.05 feet to the beginning, containing 2.09 acres according to map and survey of Moses Farmer, RLS 624 P.A., entitled "Surveyed and mapped for Alert Cable T.V. of N.C., Inc., St. Mary's Twp., Wake Co., N.C.", dated August 13, 1974, revised September 30, 1974.

Less and except

Beginning at the point of intersection between the common property line of L. C. Yeargan Heirs and the undersigned and the southern existing right of way boundary of Secondary Road 1004, said point located 30 feet south of and normal to Survey Line y; thence southerly along said common property line to a point located 90 feet south of and normal to Survey Line Y5; thence westerly in a straight line to a point located 90 feet south of and normal to Survey Station 34 10, Survey Line Y5; thence northerly in a straight line to a point located 60 feet south of and normal to Survey Station 34 10, Survey Line Y5; thence westerly in a straight line to the point of intersection with the common property line between Wake County Board of Education and the undersigned, said point located 60 feet south of and normal to Survey Line Y5; thence northerly along said common property line to the point of intersection with the southern existing right of way boundary of Secondary Road 1004, said point located 30 feet south of and normal to Survey Line Y5; thence easterly along the southern existing right of way boundary of Secondary Road 1004 to the point of beginning.

Parcel ID: 91988

Being a portion of the same property conveyed to Time Warner Cable Southeast LLC, a Delaware limited liability company in Quit Claim Deed from Time Warner Entertainment-Advance/Newhouse Partnership, a New York general partnership a/k/a/ Time Warner Entertainment- Advance/Newhouse a/k/a Time Warner Entertainment Advance Newhouse Partnership; Time Warner Entertainment Company, L.P., a Delaware limited partnership a/k/a Time Warner Entertainment Company, Limited Partnership d/b/a Time Warner Cable Company Limited Partnership; and Time Warner Cable Enterprises LLC, a Delaware limited liability company dated September 30, 2012 and recorded October 15, 2012 in Book 014970 Page 01801.

Exhibit B

Site Easement Area and Access and Utility Easement Area

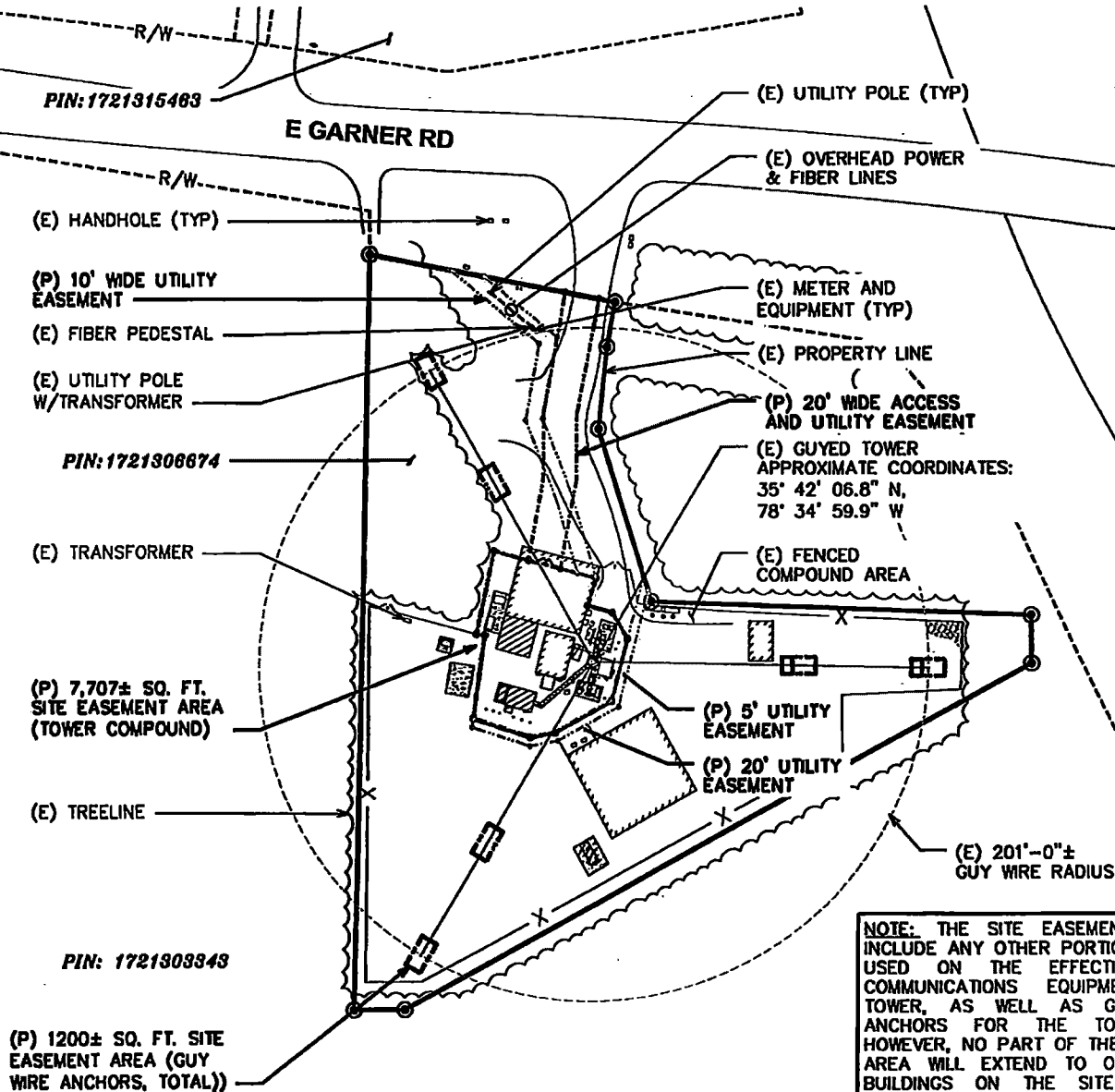
(see attached)

NOTE:

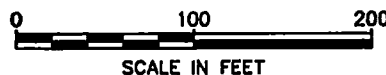
SITE PLAN SHOWN TAKEN FROM INFORMATION PROVIDED BY WAKE COUNTY GIS AND GOOGLE MAPS. SITE PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT REPRESENT AN ALTA/NSPS LAND SURVEY.

EXHIBIT B**SITE EASEMENT AREA**

TOWER COMPOUND	7,707 S.F.
GUY WIRE ANCHORS	1,200 S.F.
TOTAL:	8,907 S.F.

**SITE PLAN**

SCALE: 1" = 100'



SCALE IN FEET

NOTE: THE SITE EASEMENT AREA SHALL INCLUDE ANY OTHER PORTIONS OF THE SITE USED ON THE EFFECTIVE DATE FOR COMMUNICATIONS EQUIPMENT FOR THE TOWER, AS WELL AS GUY WIRES AND ANCHORS FOR THE TOWER; PROVIDED HOWEVER, NO PART OF THE SITE EASEMENT AREA WILL EXTEND TO OR INCLUDE ANY BUILDINGS ON THE SITE OCCUPIED BY GRANTOR FOR THE OPERATION OF ITS BUSINESS. GRANTEE SHALL HAVE THE RIGHT TO ATTACH GUY WIRES FROM THE GUY WIRE ANCHOR POINTS (OR REPLACEMENTS THEREOF) TO ELEVATED LOCATIONS ON THE TOWER. GRANTOR MAY USE THE LAND UNDER SUCH GUY WIRES PROVIDED SUCH USE DOES NOT ADVERSELY AFFECT GRANTEE'S ABILITY TO MAINTAIN GUY WIRES ABOVE SUCH AREAS.

Charter
COMMUNICATIONS

EVEREST SPECIAL SITE ID #: NC-14
CHARTER SITE #: 60279
SITE NAME: 751 E. GARNER RD
ADDRESS: 751 E. GARNER RD
GARNER, NC 27529
(WAKE COUNTY)

EVEREST
— INFRASTRUCTURE PARTNERS —

PREPARED BY:
TEP OPCO, LLC
350 IRVING ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 681-5331
www.tepprop.net
NC LCP P-1403

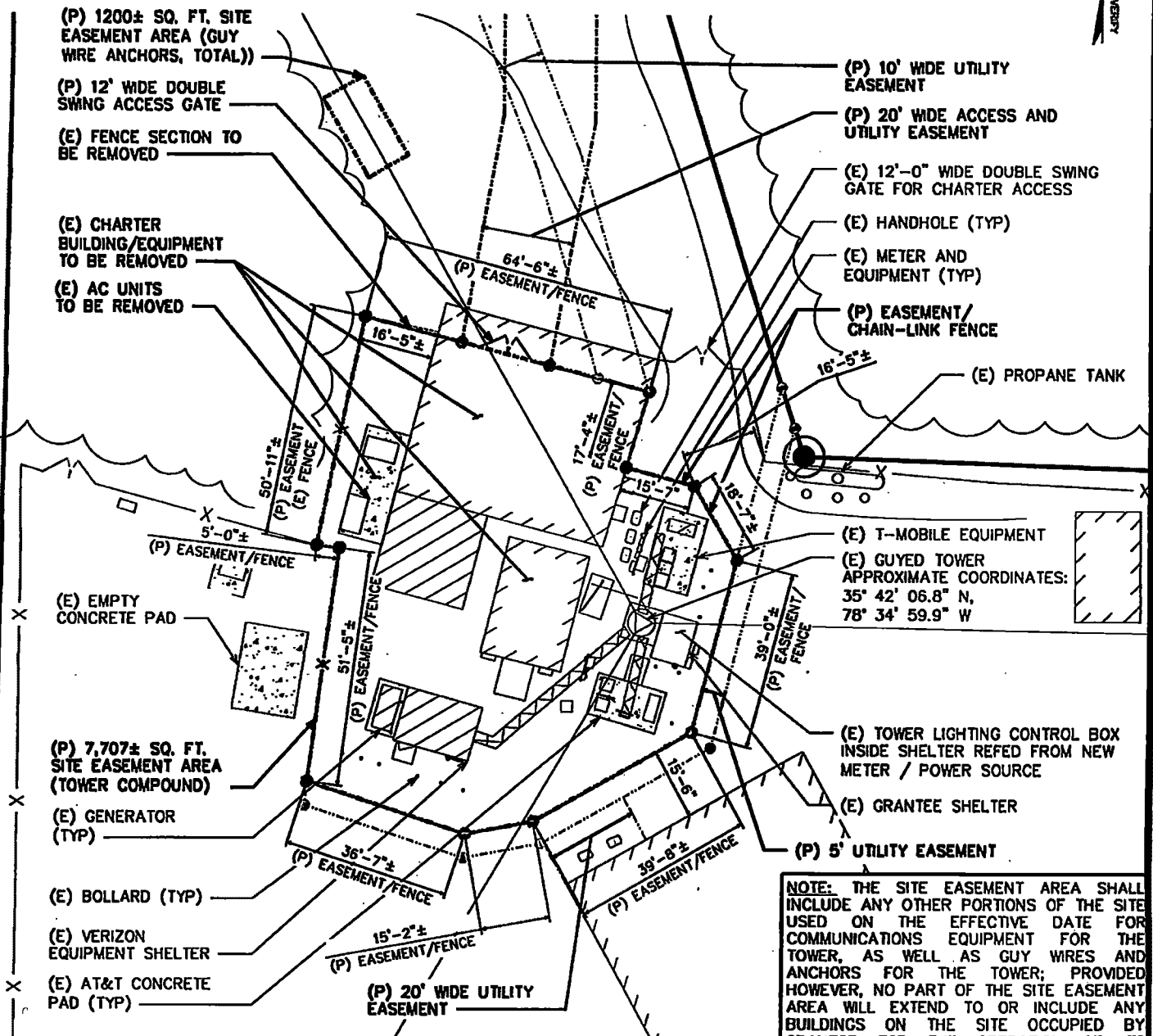
DATE	10-17-24
REVISION	3
TID #	33461
SHEET	L-1
DRAWN BY:	PK

NOTE:

SITE PLAN SHOWN TAKEN FROM INFORMATION PROVIDED BY WAKE COUNTY GIS AND GOOGLE MAPS. SITE PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT REPRESENT AN ALTA/NSPS LAND SURVEY.

SITE EASEMENT AREA

TOWER COMPOUND	7,707 S.F.
GUY WIRE ANCHORS	1,200 S.F.
TOTAL:	8,907 S.F.

**COMPOUND DETAIL**SCALE: $\frac{1}{32}'' = 1'$ 

SCALE IN FEET

NOTE: THE SITE EASEMENT AREA SHALL INCLUDE ANY OTHER PORTIONS OF THE SITE USED ON THE EFFECTIVE DATE FOR COMMUNICATIONS EQUIPMENT FOR THE TOWER, AS WELL AS GUY WIRES AND ANCHORS FOR THE TOWER; PROVIDED HOWEVER, NO PART OF THE SITE EASEMENT AREA WILL EXTEND TO OR INCLUDE ANY BUILDINGS ON THE SITE OCCUPIED BY GRANTOR FOR THE OPERATION OF ITS BUSINESS. GRANTEE SHALL HAVE THE RIGHT TO ATTACH GUY WIRES FROM THE GUY WIRE ANCHOR POINTS (OR REPLACEMENTS THEREOF) TO ELEVATED LOCATIONS ON THE TOWER. GRANTOR MAY USE THE LAND UNDER SUCH GUY WIRES PROVIDED SUCH USE DOES NOT ADVERSELY AFFECT GRANTEE'S ABILITY TO MAINTAIN GUY WIRES ABOVE SUCH AREAS.

Charter
COMMUNICATIONS

EVEREST SPECIAL SITE ID #: NC-14
CHARTER SITE #: 60279
SITE NAME: 761 E. GARNER RD
ADDRESS: 761 E. GARNER RD
GARNER, NC 27629
(WAKE COUNTY)

EVEREST
— INFRASTRUCTURE PARTNERS —

PREPARED BY:
TEP OPCO, LLC
528 TITTON ROAD
RALEIGH, NC 27603-2530
OFFICE: (919) 681-8351
www.tepoptco.net
NC UG P-1403

DATE	10-17-24
REVISION	3
TID #	33461
SHEET	L-2
DRAWN BY:	PK