

EASEMENT AND MEMORANDUM OF AGREEMENT

DOCUMENT PREPARED BY: **NON-STANDARD
DOCUMENT**

Time Warner Cable

AFTER RECORDING, RETURN TO:

Time Warner Cable

1410 Trade Mart Blvd.

Winston Salem NC 27127

c/o Randy Webster

ENVELOPE



2012035922 00082

FORSYTH CO, NC FEE \$26.00
NON-STANDARD DOC FEE \$25.00

PRESENTED & RECORDED

08-16-2012 11:33:03 AM

C. NORMAN HOLLEMAN

REGISTER OF DEEDS

BY: S. GRIFFITH

ASST

BK: RE 3075

PG: 650-652

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, **N & N Properties ("Grantor")** grants to **Time Warner Cable Inc. through its East Region – Carolinas, by itself and on behalf of its affiliates ("Grantee")** a non-exclusive, perpetual 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 any other properties 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 has granted to Grantee the exclusive right to access, control, maintain, upgrade and operate, the System, regardless of whether any System components are in use at any given time. 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 multi-channel video services, high-speed data services, phone or phone replacement services, and other 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, bulk or volume discount, or similar arrangement with any other provider for multi-channel video service, high-speed data service, phone or phone replacement service.

DATED EFFECTIVE AS OF: SEPTEMBER 8, 2011

N & N Properties

By: Norman C. Noah Jr
Printed Name: Norman C Noah Jr
Title: President

State of NC)

County of ALAMANCE)

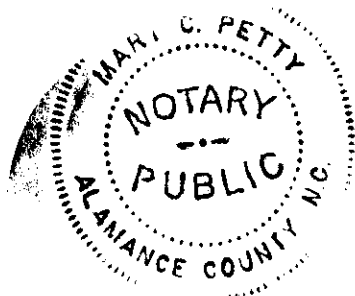
This instrument was acknowledged before me by Norman C. Noah Jr
as the President of _____
N & N Properties _____ on Oct
12th, 2011.

Witness my hand and official seal.

Mary C. Petty
[SEAL]

Notary Public

My commission expires: 3-14-2013



ATTACHMENT 1
TO
EASEMENT AND MEMORANDUM OF AGREEMENT

Parcel ID# 6B17-0B-00875.00
Book 2797 page 480

Yarbrough Avenue Apartments
3620-3630 Yarbrough Avenue
Winston Salem N.C. 27105