



EASEMENT AGREEMENT

THIS INDENTURE, Made this 15th day of March, 1994, by and between Cencom of Alabama L.P., d/b/a Crown Cable, a Texas Corporation, its successors, and assigns, hereinafter referred to as Grantor, and Larry Carver, a Corporation, his/her/its successors and assigns, hereinafter referred to as Grantee,

WITNESSETH:

That for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey, and confirm unto Grantee the right and easement for the installation, operations, repair, maintenance and replacement of a cable television system, in, on, upon, along, over, through, across and under the following described lands situated in Sterrett, Alabama, to wit:

~~Property described as 320 Hwy 437 located in Sterrett, Alabama.~~
~~Valuable consideration to consist of complimentary basic cable television service valued at \$23.07 monthly.~~

The purpose of this 'easement is to' induce and to enable grantee to provide cable television service to living units located, or to be located on or near the described real property.

The cables, wires, antennas, amplifiers, and related equipment and facilities installed by grantee upon the described real property shall be and remain the sole and exclusive property of the grantee. Even though it may be installed upon or incorporated into the described real property, the personal property of grantee shall not be considered to be a fixture or a part of grantor's described real property. Grantor agrees not to use the personal property of grantee, not to interfere with its use by grantee, and not to authorize or permit others to use the personal property or interfere with its use by grantee. Grantee shall be afforded reasonable access to the described real property so that it may carry out the purpose of this easement. Grantee agrees that in the exercise of its rights granted herein it shall repair or replace any improvements which are damaged by it.



Grantor warrant(s) and represent(s) that grantor is the owner of the described real property.

Grantor reserves for itself, it's successors and assigns, the right to the continual use of the above described premises for any purpose whatsoever, not inconsistent with Grantee's use of the rights herein granted.

This easement conveyance shall run with the land and shall be binding upon the parties hereto, their heirs, successors, executors, administrators and assigns. This easement is to become effective on the date of execution.

TO HAVE AND TO HOLD the non-exclusive easement aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto said Grantee, its successors, assigns, for ninety-nine (99) years.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

Larry W. Carver
Larry Carver
(Grantor) OR

By _____

State of Alabama)
County of) SS.

On this 22ND day of MARCH, 1994, before me appeared Larry Carver to me personally known, who, being by me duly sworn did say that the is a _____ resident of 320 Hwy 437 Sterrett, a _____ residence, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its board of Directors; and said Grantor acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Hullie Edith Heflin
Notary Public
State of Large

My Commission Expires 5-14-96

Cencom of Alabama I. P. d/b/a Crown Cable
(Grantor)
By Powell M. Bedgood Project Manager

State of Alabama)
County of Shelby) SS.

On this 28th day of March, 1994, before me appeared Powell M. Bedgood to me personally known, who, being by me duly sworn, did say that he is a _____ Manager of Crown Cable, a Corporation of the State of Texas, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Manager acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Janet H. Taylor
Notary Public

My Commission Expires _____

MY COMMISSION EXPIRES JANUARY 10, 1995

Inst # 1994-15477

05/12/1994-15477
11:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 13.50