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Shelby Cnty Judge of Probate, AL
12/18/2013 02:27:58 PM FILED/CERT

Return to:

Attn: Scott Horne
Bright House Networks
151 London Parkway
Birmingham, Alabama 35211

Do not use this space

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Easement") is entered into this 1st day of March, 2013 by and between **Morrow Brothers Leasing, LLC**, an Alabama limited liability company, having an address at 7450 Cahaba Valley Road, Birmingham, Alabama 35242 ("GRANTOR") and **BRIGHT HOUSE NETWORKS, LLC**, a Delaware limited liability company, having an address at 151 London Parkway, Birmingham, Alabama 35211 ("GRANTEE").

Recitals

WHEREAS, GRANTOR is the owner of certain real property ("GRANTOR'S Property") known as Parcel Number **03929001003001** as recorded in the Public Records of Shelby County;

WHEREAS, with GRANTOR'S consent GRANTEE will install a broadband cable television and digital services delivery system (the "Services Delivery System") across GRANTOR'S Property in the area (the "Easement Area") identified as **170** foot long **5** foot wide utility easement on **Exhibit A** attached hereto and incorporated herein; and

WHEREAS, GRANTOR and GRANTEE would like to memorialize their agreement regarding GRANTEE'S access and other rights on, over, under and across the Easement Area and the rest of GRANTOR'S Property as set forth below.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree and covenant as follows:

1. **Recitals**. The statements contained in the recitals of facts set forth above are true and correct and incorporated herein by reference.

2. **Grant of Easement and Access Rights**. GRANTOR hereby grants to GRANTEE a perpetual non-exclusive easement to install, operate and maintain the Services Delivery System in the Easement Area. GRANTEE shall have commercially reasonable access rights over GRANTOR'S Property for personnel and equipment for the purpose of exercising the foregoing easement rights, provided GRANTEE'S access rights hereunder shall be exercised in such a manner so as not to unreasonably disturb GRANTOR'S use of GRANTOR'S Property. After exercising any of the foregoing rights, GRANTEE shall promptly restore the Easement Area or any other portion of GRANTOR'S Property disturbed by GRANTEE to the condition it was in prior to such activity. GRANTOR shall have the right to continue to use the Easement Area, but any such use shall not materially interfere with the easement rights granted to GRANTEE herein. In exchange for GRANTOR granting GRANTEE access rights to

Shelby County, AL 12/18/2013
State of Alabama
Deed Tax: \$.50

this Easement area, GRANTEE shall pay GRANTOR a one- time upfront access fee (access fee) of one thousand dollars (\$1,000.00) payable within 30 days of full execution of this Easement Agreement, and after GRANTOR provides GRANTEE a properly completed and valid W9 statement.

3. **Ownership and Use of Services Delivery System.** All equipment, cable, conduit, wiring and all other property placed in the Easement Area by GRANTEE as part of the Services Delivery System shall be and remain the sole personal property of GRANTEE and shall not be deemed to be affixed to or to become part of GRANTOR'S Property. GRANTOR shall not, and shall not allow any other party to, tamper with, attach to or use any portion of the Services Delivery System without the prior written authorization of GRANTEE. In the event this Easement is terminated, GRANTEE shall have the right to remove the Services Delivery System from the Easement Area.

4. **Notices.** Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Easement shall be in writing, and shall be deemed to have been properly given and shall be effective upon being personally delivered, or upon three (3) business days after being deposited in the United States mail, postage prepaid, certified with return receipt requested, or upon being deposited on a paid basis with a nationally recognized overnight delivery service, properly addressed to the other party at the address of such other party set forth below or at such other address within the continental United States as such other party may designate from time to time by notice specifically designated as a notice of change of address and given in accordance herewith; *provided, however*, no notice of change of address shall be effective until the date of receipt thereof. Any such notice, election, demand, request or response shall be addressed as follows:

If to GRANTOR:

Morrow Brothers Leasing, LLC
Attn: Malcolm A. Morrow
7450 Cahaba Valley Road
Birmingham, Alabama 35242

If to GRANTEE:

Bright House Networks, LLC
c/o Sabin, Bermant & Gould LLP
Four Times Square, 23rd Floor
New York, New York 10036

With a copy to:

Bright House Networks
Attn: Scott Horne
151 London Parkway
Birmingham, Alabama 35211

5. **Governing Law.** This Easement shall be construed and enforced in accordance with the laws of the State of Alabama. Venue for any action arising hereunder shall lie in the appropriate court having jurisdiction in Shelby County, Alabama.

6. **Severability.** If any term or provision of this Easement or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Easement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term or provision of this Easement shall be valid and shall be enforced to the fullest extent permitted by law.

7. **Modifications.** This Easement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by the consent of all parties hereto, and then only by written instrument duly




executed and acknowledged by said parties and recorded in the Public Records of Shelby County, Alabama.

8. **Binding Effect; Assignment.** This Easement, and the covenants contained herein, (i) shall be an obligation of GRANTOR, its successors and/or assigns that runs with GRANTOR'S Property, and (ii) shall be a benefit to GRANTEE which GRANTEE and its successors and/or assigns shall have the right to assign or otherwise transfer on one or more occasions to third parties upon providing notice of any such transfer or assignment to GRANTOR. GRANTEE'S rights under this Easement may be exercised by GRANTEE or its agents, contractors, subcontractors, mortgagees, licensees and employees.

9. **Further Assurances.** The parties hereto agree to execute any and all documents and perform all acts required of them in order to accomplish the purposes contemplated under this Easement.

10. **Effective Date.** The term "Effective Date" or other such similar terms shall mean the last date upon which this Easement has been fully executed by both GRANTOR and GRANTEE, such date to be evidenced by the date inserted beneath the signature of GRANTOR and GRANTEE.

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IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the Effective Date.

WITNESSES:

GRANTOR:

MORROW BROTHERS LEASING, LLC

Signature

Print Name

Signature

Print Name

By: [Signature]

Print Name: MALCOLM MORROW

Title: MEMBER

Date: MARCH 1, 2013

STATE OF ALABAMA

SHELBY COUNTY

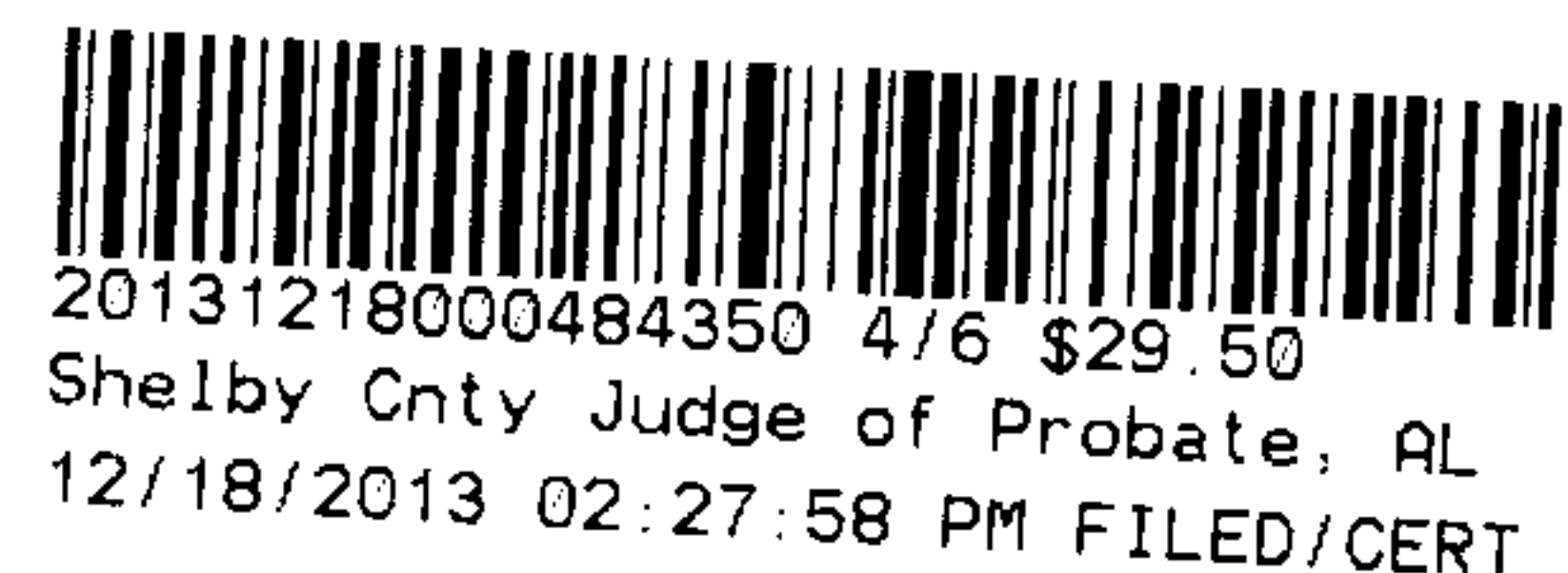
The foregoing instrument was acknowledged before me this 1st day of March 2013 by MALCOLM MORROW MEMBER of MORROW BROTHERS LEASING, LLC. He/She is personally known to me or produced _____ as identification.

[Signature]
Signature of Notary Public, State of Alabama

Nemie L Calamusa
Print Name of Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 27, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[SIGNATURES CONTINUED ON THE NEXT PAGE]



[SIGNATURES CONTINUED FROM THE PREVIOUS PAGE]

WITNESSES:

GRANTEE:

BRIGHT HOUSE NETWORKS, LLC,
a Delaware limited liability company

Signature

Print Name

Signature

Print Name

By: *Scott D. Horne*

Print Name: Scotty D. Horne

Title: VP/GM

Date: 3/1/13

STATE OF ALABAMA

JEFFERSON COUNTY

This instrument was acknowledged before me this 1st day of March, 2013 by Scott D. Horne, Vice President/General Manager of **BRIGHT HOUSE NETWORKS, LLC**, a Delaware limited liability company. He/She is personally known to me.

Sharon Diane Davis
Signature of Notary Public, State of Alabama

Sharon Diane Davis
Print Name of Notary Public

My Commission Expires:

April 27, 2016

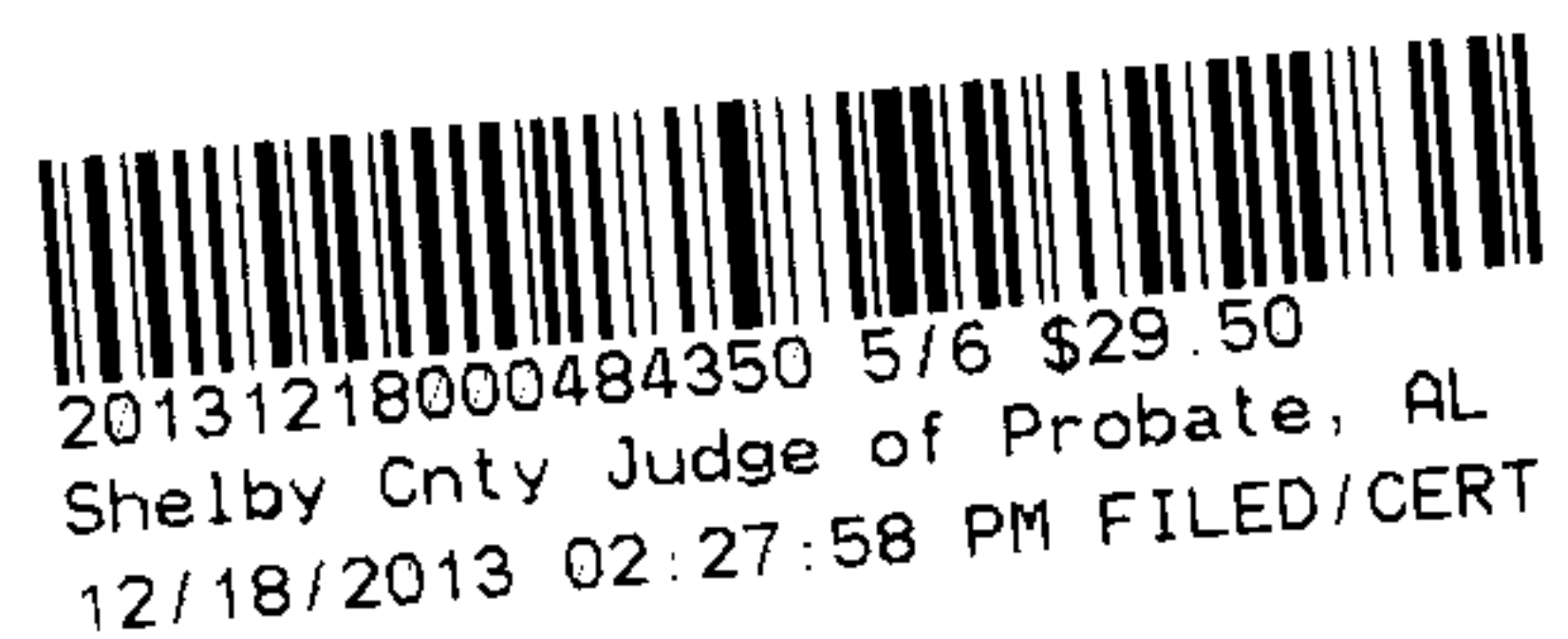
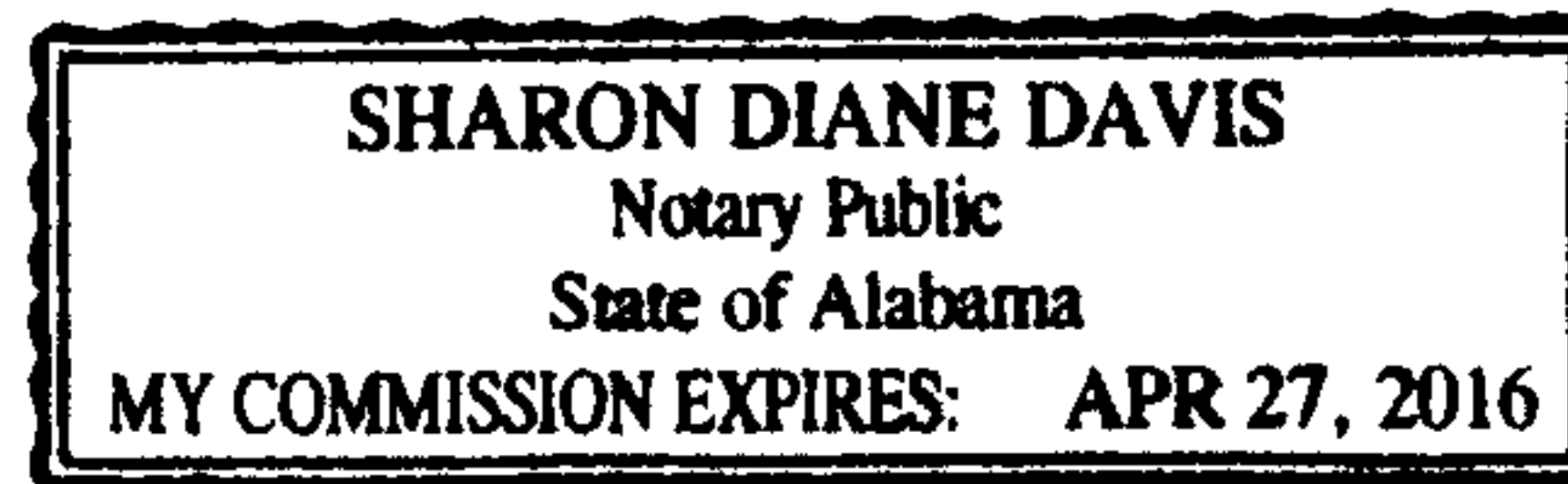



Exhibit A

Easement Area

Easement utility of 170 feet long and 5 feet wide on Parcel Number 03929001003001 according to the legal description as follows and situated in Shelby County, Alabama:

Commencing at the NW corner of the SW ¼ of Section 29, Township 18 South, Range 1 West; thence S00E08'16" W along the West line of said ¼ - ¼ section for a distance of 977.35 feet; thence N89E28'38" E for a distance of 1330.10 feet to the northwesterly right-of-way of Alabama Highway No.119; thence N25E26'44" E along said right-of-way for a distance of 271.81 feet to the point of beginning of the parcel herein described; thence continue along the last named course for a distance of 25.02 feet; thence N 62E28'26" W for a distance of 420.75 feet; thence S 25E26'44" W for a distance of 25.02 feet; thence S 62E28'26" E for a distance of 420.75 feet to the point of beginning.


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