

This instrument was prepared by:
Windstream Communications, LLC
Attention: Kristi M. Moody
4001 North Rodney Parham Road
Little Rock, AR 72212
Phone: 501-748-7000

Shelby County, AL 04/18/2018
State of Alabama
Deed Tax: \$.50

After recording please return to:
Windstream Communications, LLC
Attn: Easements
11101 Anderson Drive
Little Rock, AR 72212


20180418000130000 1/11 \$45.50
Shelby Cnty Judge of Probate, AL
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WIN Work Order # 706872038 Exchange LEEDS

EASEMENT AGREEMENT - ALABAMA

by and between

GRANTOR Hollybrook Lake Corporation LLC a PA LLC, hereinafter referred to in "corporate" terms
and

GRANTEE Windstream Alabama a/n LLC with local offices at 8372 First Avenue, Leeds, AL
35094 and having its corporate headquarters at: 4001 Rodney Parham Road, Little Rock, AR
72212-2442.

GRANTOR Mailing Address: 184 Brook Lane, Leeds, AL 35094

PROPERTY located at the entry of Hollybrook Road and Highway 41 in/near the City of Leeds,
County of Shelby, AL, as recorded in Instrument 19970723000230471 and described on attached
exhibits.

FOR AND IN CONSIDERATION of the mutual covenants and conditions contained in this Easement Agreement, and the further consideration of the sum of \$10.00 (Ten Dollars), and other good and valuable consideration paid by GRANTEE, the receipt and sufficiency of which are hereby acknowledged, GRANTOR, its successors and assigns (collectively, the "GRANTOR") hereby grants and conveys unto the GRANTEE, its successors and assigns:

a perpetual, exclusive right, privilege, and easement (the "Easement") to construct, install, repair, revise, supplement, inspect, replace, operate, patrol, maintain and, at its option, to remove its communications line, communications system and related equipment (the "Communications Facilities") in, along, across, above, under, and on the Easement Area located on GRANTOR's real property ("Grantor's Property"), which is in the County of Shelby, State of Alabama.

GRANTOR's Property is more particularly described in EXHIBIT A, and the Easement Area is more particularly described in EXHIBIT B, both of which are attached hereto and made part hereof.

GRANTOR and GRANTEE recognize that the described locations of the Easement Area and the Communications Facilities are based only upon preliminary surveys, and GRANTOR expressly agrees that the Easement Area should ultimately be determined by the actual location of the Communications Facilities where constructed or placed, and that the Easement Area shall also include an area of 5 feet on all sides thereof not including 5ft from right of way. GRANTOR and GRANTEE agree that EXHIBIT B attached hereto shall be deemed to be automatically amended to reflect the actual location of the Easement Area.

GRANTOR and GRANTEE further expressly AGREE as follows:

- 1.) GRANTEE's Communications Facilities may include the following items and their upgrades:
☒poles ☒cables ☒wires ☐drains ☐buildings ☒fixtures ☒conduits ☐guys and anchors
☒marker poles ☐manholes ☐handholds ☒cabinets ☐fences ☐gates ☐other (list here)_____ that GRANTEE may require.
- 2.) GRANTOR acknowledges and agrees that the Communications Facilities shall remain the property of GRANTEE, and shall be removable at the option of GRANTEE.
- 3.) GRANTEE has the right of ingress and egress to access the Easement Area at all times and in such places as may be necessary or convenient to accomplish the activities permitted in this Easement Agreement (the "Agreement"), and to use such additional portions of GRANTOR's adjacent lands as may be reasonably required to access the Easement Area and to perform the activities permitted in this Agreement.
- 4.) GRANTEE has the right to relocate the Communications Facilities on the Easement Area, and to make alterations within the Easement Area, subject to the limitations in Paragraph 1 above.
- 5.) GRANTEE has the right to trim any trees and shrubbery growing upon or overhanging the Easement Area and to remove from the Easement Area any, brush, roots, undergrowth, debris, buildings, structures or other obstructions that, in GRANTEE's judgment, should be trimmed or removed to prevent interference with its Communications Facilities; at its option, GRANTEE shall also have the right to mow the Easement Area.

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6.) GRANTEE has the right to license, lease, permit or otherwise agree to the use of the Easement by other telecommunications companies, government bodies, and power companies for the purpose of placing wires, fiber, cables and similar equipment in, along, over, and under the Easement Area.

7.) GRANTEE will use reasonable efforts to avoid damage to GRANTOR's property, and shall compensate GRANTOR for (or, at GRANTEE's election, shall have repaired) damages caused to fences, gates or other personal property of GRANTOR as a result of activities undertaken by GRANTEE or on GRANTEE's behalf pursuant to this Agreement.

8.) GRANTEE shall compensate GRANTOR by payment of the then-current market value for any growing crops that are actually damaged by the GRANTEE occasioned by entry upon the Easement Area or upon GRANTOR's adjacent lands.

9.) GRANTEE shall restore lawn areas removed or damaged in the Easement Area during activity by or on behalf of GRANTEE by seeding or replacement with like sod, at GRANTEE's option.

10.) GRANTEE shall, after activity upon the Easement Area and GRANTOR's adjacent property: (a) cause all debris and materials incident to such activity to be removed; (b) fill any excavations; and (c) to the extent reasonably possible, substantially restore the property to its pre-existing state, reasonable wear and tear and damage by casualty or condemnation excepted.

11.) GRANTOR has the right to use the surface of the Easement Area for any purpose that does not in any way interfere with GRANTEE's full use of the Easement, and GRANTOR covenants not to use, construct on, or conduct any activity on the Easement Area or adjacent real property that may interfere with the rights conveyed to GRANTEE or with GRANTEE's use of the Easement Area, or which would impair or adversely affect the proper operation of the Communications Facilities.

12.) GRANTOR covenants not to place any building or other structure, fence, driveway, or street upon the Easement Area, and covenants not to excavate or change the elevation or grade of the land surface in the Easement Area or the adjacent property without prior written notice to and written approval received from GRANTEE.

13.) GRANTOR warrants and covenants: (a) that GRANTEE shall have quiet and peaceable possession, use, and enjoyment of the Easement; (b) that GRANTOR is the owner (lawfully seized in fee) of the real property on which the Easement Area is located; (c) that GRANTOR has the legal right and authority to convey and grant the rights and the Easement in this Agreement; (d) that GRANTOR has done no act to encumber the Easement Area; (e) that GRANTOR will defend title to such real property and the rights hereby granted against the claims of any and all persons; and (f) that GRANTOR shall execute such further assurances of these representations and warranties as GRANTEE deems necessary.

14.) GRANTEE's failure to exercise any rights granted herein shall not be construed as a waiver or abandonment of any such rights.

15.) GRANTOR agrees and covenants that any and all information relating to the subject matter of this Easement Agreement not stated herein is CONFIDENTIAL ("Confidential Information") and SHALL NOT BE DISCLOSED to any third party without the prior written approval of GRANTEE. Disclosure of any Confidential Information by GRANTOR without the prior written approval of GRANTEE shall result in GRANTOR's forfeiture of any and all consideration paid, conveyed or otherwise transferred to GRANTOR by GRANTEE; and GRANTOR further agrees to indemnify GRANTEE against any third party claims that may be asserted against GRANTEE due to the DISCLOSURE OF CONFIDENTIAL INFORMATION.

16.) GRANTEE may transfer or assign this Easement without approval by GRANTOR. GRANTEE will record this Easement Agreement at its sole cost and expense, including recording fees, transfer fees, and/or stamp fees that are required by state statute.

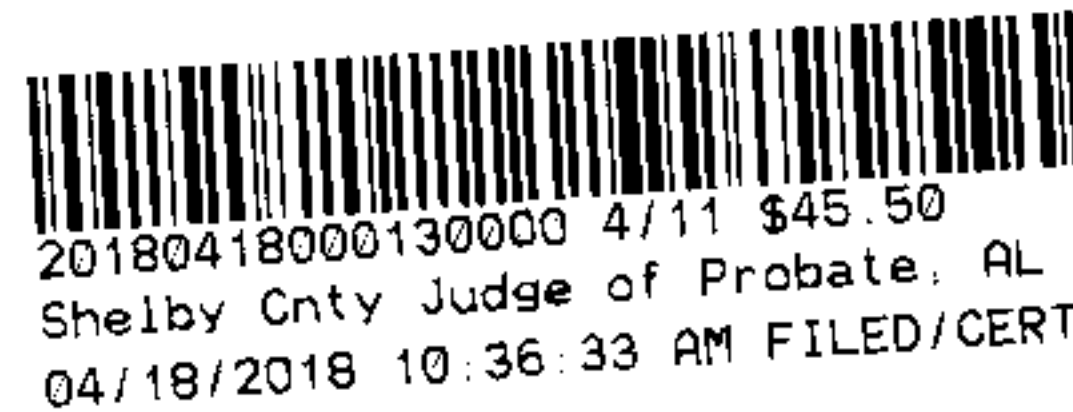
17.) GRANTOR expressly understands and agrees that GRANTOR shall have no right to grant anyone other than GRANTEE any additional licenses, rights or other easements to use the Easement Area. GRANTOR may use the Easement Area for any purposes—provided that none of GRANTOR's uses interfere with GRANTEE's use of the Easement Area. GRANTOR may, with GRANTEE's express approval in writing, excavate within the Easement area, but only for normal farming purposes.

18.) GRANTOR warrants and covenants that the Easement granted herein shall be perpetual and shall run with the land and may not be terminated or revoked by GRANTOR.

IN WITNESS WHEREOF, the parties have executed this EASEMENT AGREEMENT to be effective as of the 8th day of JANUARY, 2018.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURES AND ACKNOWLEDGMENTS ARE ON THE FOLLOWING PAGES.



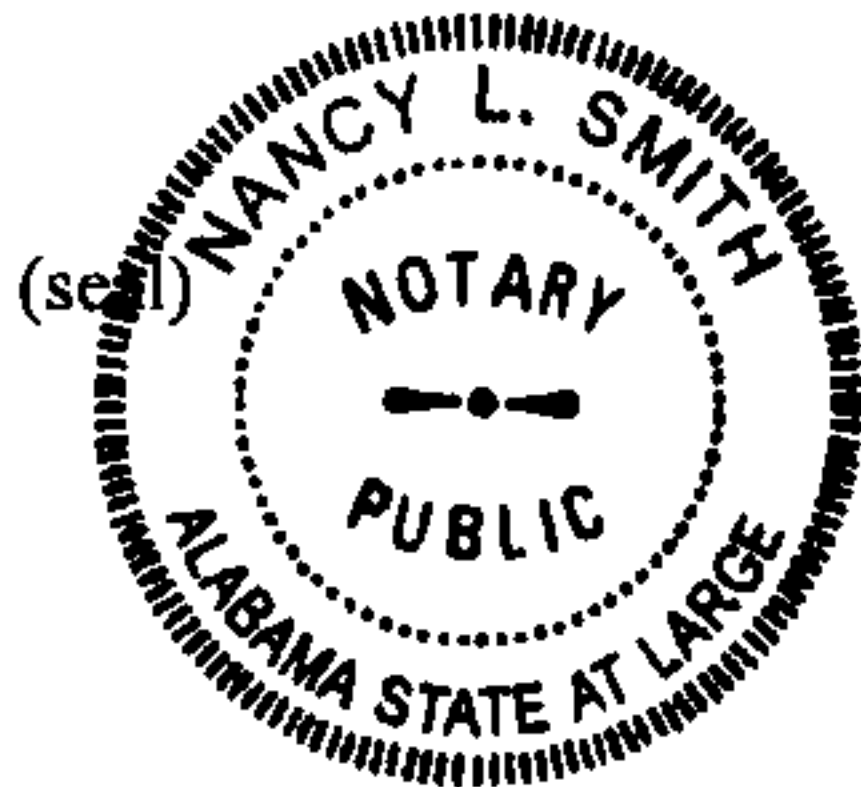
ACKNOWLEDGMENT – CORPORATE GRANTOR

STATE OF ALABAMA

COUNTY OF JEFFERSON

I (print name of Notary) NANCY L. SMITH, hereby certify
that (print name of person signing for corporation) HAROLD F. LASSON, III
who is the (print corporate title of person signing) PRESIDENT
of (print name of corporation) HOLLY BROOK LAKE CORPORATION
and whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me,
on this day that, being informed of the contents of the conveyance, s/he executed the same voluntarily on the
day the same bears date, on behalf of said corporation and as its act and deed.

Given under my hand this the 8th day of January, A.D., 20 18.



Nancy L. Smith
Signature of Officer / Notary Public
NANCY L. SMITH
Printed Name / Rank of Officer / Notary Public
My Commission Expires: 10-1-2019

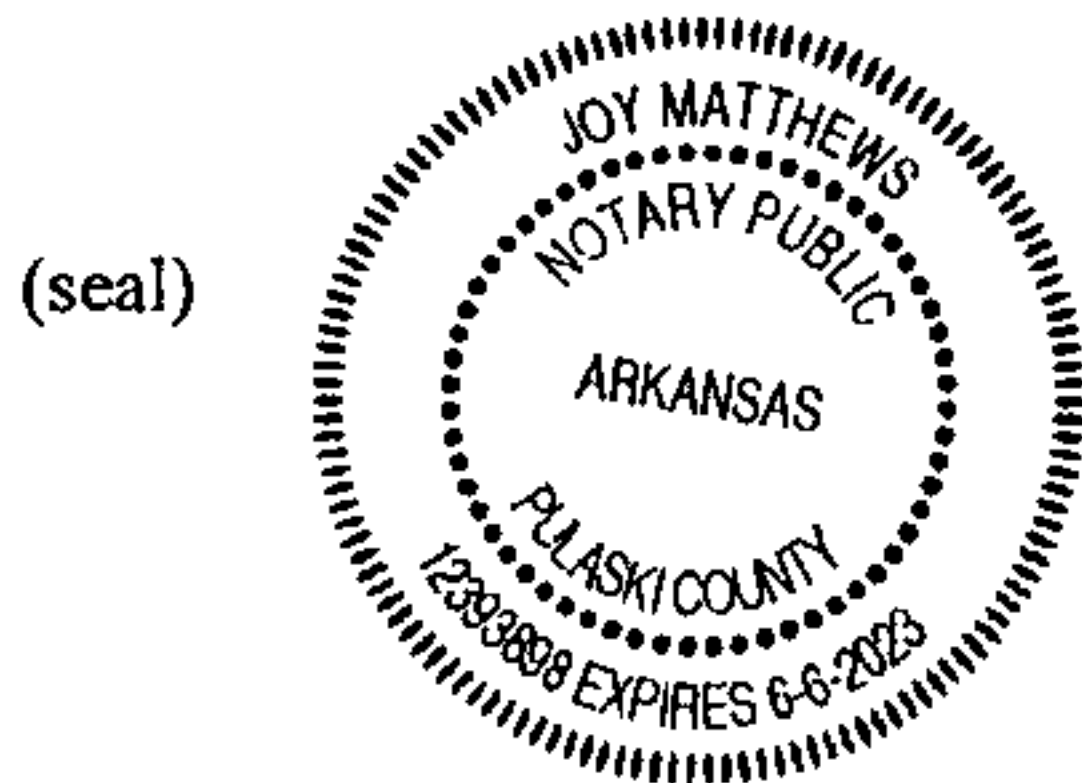
ACKNOWLEDGMENT – CORPORATE GRANTEE

STATE OF ARKANSAS

COUNTY OF PULASKI

I (print name of Notary) Joy Matthews, hereby certify
that **James Lloyd** who is the **Manager-Engineering Support** of **Windstream Alabama, LLC** and whose
name is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day
that, being informed of the contents of the conveyance, s/he executed the same voluntarily on the day the
same bears date, on behalf of said corporation and as its act and deed.

Given under my hand this the 1 day of December, A.D., 20 17.



Joy Matthews
Signature of Officer / Notary Public
Joy Matthews
Printed Name / Rank of Officer / Notary Public
My Commission Expires: 6-6-2023

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GRANTOR Hollybrook Lake Corporation LLC

By: _____

Signature of Authorized Signatory

HAROLD F. LASSEN III

Printed Name of Authorized Signatory

Date: 01-08-18

PRESIDENT, HOLLYBROOK LAKE CORP.

Title of Authorized Signatory

Unofficial WITNESS for Grantor: Signature _____

Unofficial WITNESS for Grantor: Printed name _____

Date signed by unofficial WITNESS for Grantor _____

GRANTEE Windstream Alabama, LLC

By: _____

Signature of Authorized Signatory

James Lloyd

Printed Name of Authorized Signatory

Date: 12-1-2017

Manager-Engineering Support

Title of Authorized Signatory

Unofficial WITNESS for Grantee: Signature _____

Unofficial WITNESS for Grantee: Printed name _____

Date signed by unofficial WITNESS for Grantee _____

ACKNOWLEDGMENTS ARE ON THE FOLLOWING PAGE AND
MUST BE SIGNED AND SEALED BY A NOTARY PUBLIC.

NOTE:

SIGNATURE/S OF GRANTOR/S MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC
WHO IS NOT AN EMPLOYEE OF A WINDSTREAM COMPANY.

EASEMENT – CORPORATE – PERPETUAL – EXCLUSIVE – revised 01-01-2017 – ALABAMA



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POOR QUALITY

A TRACT OF LAND BEING SITUATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 1 WEST, AND RUN SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24 FOR 0.73 FEET, THENCE TURN 140°12'10" LEFT AND RUN NORTHEASTERLY FOR 121.84 FEET, THENCE TURN 5°18'45" LEFT AND RUN NORTHEASTERLY FOR 223.85 FEET, THENCE TURN 00°14'59" RIGHT AND RUN NORTHEASTERLY FOR 76.15 FEET, THENCE TURN 9°41'46" LEFT AND RUN NORTHEASTERLY ALONG THE CENTERLINE OF AN EXISTING GRAVELED ROADWAY FOR 81.75 FEET, THENCE TURN 21°31'47" RIGHT AND RUN NORTHEASTERLY ALONG SAID ROADWAY FOR 179.97 FEET, THENCE TURN 3°29'21" RIGHT AND RUN NORTHEASTERLY ALONG SAID ROADWAY FOR 56.55 FEET, THENCE TURN 22°55'32" RIGHT AND RUN NORTHEASTERLY ALONG SAID ROADWAY FOR 49.20 FEET, THENCE TURN 7°32'10" RIGHT AND RUN NORTHEASTERLY ALONG SAID ROADWAY FOR 65.51 FEET, THENCE TURN 21°32'37" LEFT AND RUN NORTHEASTERLY ALONG SAID ROADWAY FOR 61.74 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY; THENCE TURN 49°16'05" RIGHT AND RUN SOUTHEASTERLY ALONG SAID ROADWAY FOR 89.51 FEET, THENCE TURN 137°37'39" LEFT AND RUN NORTHWESTERLY 425.62 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY #41; THENCE TURN 90°00'00" LEFT AND RUN SOUTHWESTERLY ALONG SAID RIGHT OF WAY 253.41 FEET TO THE CENTERLINE OF AN EXISTING GRAVELED ROADWAY; THENCE TURN LEFT 87°26'20" LEFT AND RUN SOUTHEASTERLY ALONG SAID CENTERLINE 47.28 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 190.88 FEET, THENCE RUN ALONG SAID CURVE AND SAID CENTERLINE 197.32 FEET TO A POINT, THENCE RUN SOUTHEASTERLY ALONG SAID CENTERLINE AND ALONG THE TANGENT TO SAID CURVE AT SAID POINT FOR 88.20 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 81.50 FEET, THENCE RUN ALONG SAID CURVE AND SAID CENTERLINE FOR 87.32 FEET TO A POINT, THENCE RUN SOUTHEASTERLY ALONG SAID CENTERLINE AND ALONG THE TANGENT TO SAID CURVE AT SAID POINT 21.86 FEET TO THE POINT OF BEGINNING.

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Inst # 1997-23048

EXHIBIT A

GRANTOR'S PROPERTY -- LEGAL DESCRIPTION and/or SURVEY

A TRACT OF LAND BEING SITUATED IN THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ IF SECTION 13, TOWNSHIP 18 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA. SAID CORNER ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 18 SOUTH, RANGE 1 WEST AND RUN SOUTH ALONG THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 24 FOR 0.73 FEET: HENCE; TURN 140°12'10" LEFT AND RUN NORTHEASTERLY FOR 121.84 FEET. THENCE; TURN 5°18'45" RIGHT AND RUN NORTHEASTERLY FOR 223.85 FEET. THENCE; TURN 00°14'59" RIGHT AND RUN NORTHEASTERLY FOR 76.15 FEET. THENCE; TURN 9°41'46" LEFT AND RUN NORTHEASTERLY ALONG THE CENTERLINE OF AN EXISTING GRAVELED ROADWAY FOR 81.75 FEET. THENCE; TURN 21°31'47" RIGHT AND RUN NORTHEASTERLY ALONG SAID ROADWAY FOR 179.97 FEET. THENCE TURN 3°29'21" RIGHT AND RUN NORTHEASTERLY ALONG SAID ROADWAY FOR 56.55 FEET, THENCE TURN 22°55'32" RIGHT AND RUN NORTHEASTERLY ALONG SAID ROADWAY FOR 49.20 FEET, THENCE TURN 7°32'10" RIGHT AND RUN NORTHEASTERLY ALONG SAID ROADWAY FOR 65.51 FEET. THENCE TURN 21°31'37" LEFT AND RUN NORTHEASTERLY ALONG SAID ROADWAY FOR 61.74 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY: THENCE TURN 49°16'05" RIGHT AND RUN SOUTHEASTERLY ALONG SAID ROADWAY FOR 89.51 FEET: THENCE TURN 137°37'39" LEFT AND RUN NORTHEASTERLY 425.62 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SHELBY COUNTY HIGHWAY #41: THENCE TURN 90°00'00" LEFT AND RUN SOUTHWESTERLY ALONG SAID RIGHT OF WAY 253.41 FEET TO THE CENTERLINE OF AN EXISTING GRAVELED ROADWAY; THENCE TURN LEFT 87°26'20" LEFT AND RUN SOUTHEASTERLY ALONG SAID CENTERLINE 47.28 FEET TO THE POINT OF THE BEGINNING OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 190.00 FEET; THENCE RUN ALONG SAID CURVE AND SAID CENTERLINE 197.32 FEET TO A POINT; HENCE RUN SOUTHEASTERLY ALONG SAID CENTERLINE AND ALONG THE TANGENT TO SAID CURVE AT SAID POINT FOR 88.20 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT. SAID CURVE HAVING A RADIUS OF 81.50 FEET; THENCE RUN ALONG SAID CURVE AND SAID CENTERLINE FOR 87.32 FEET TO A POINT; THENCE RUN SOUTHEASTERLY ALONG SAID CENTERLINE AND ALONG THE TANGENT TO SAID CURVE AT SAID POINT 21.86 FEET TO THE POINT OF THE BEGINNING.


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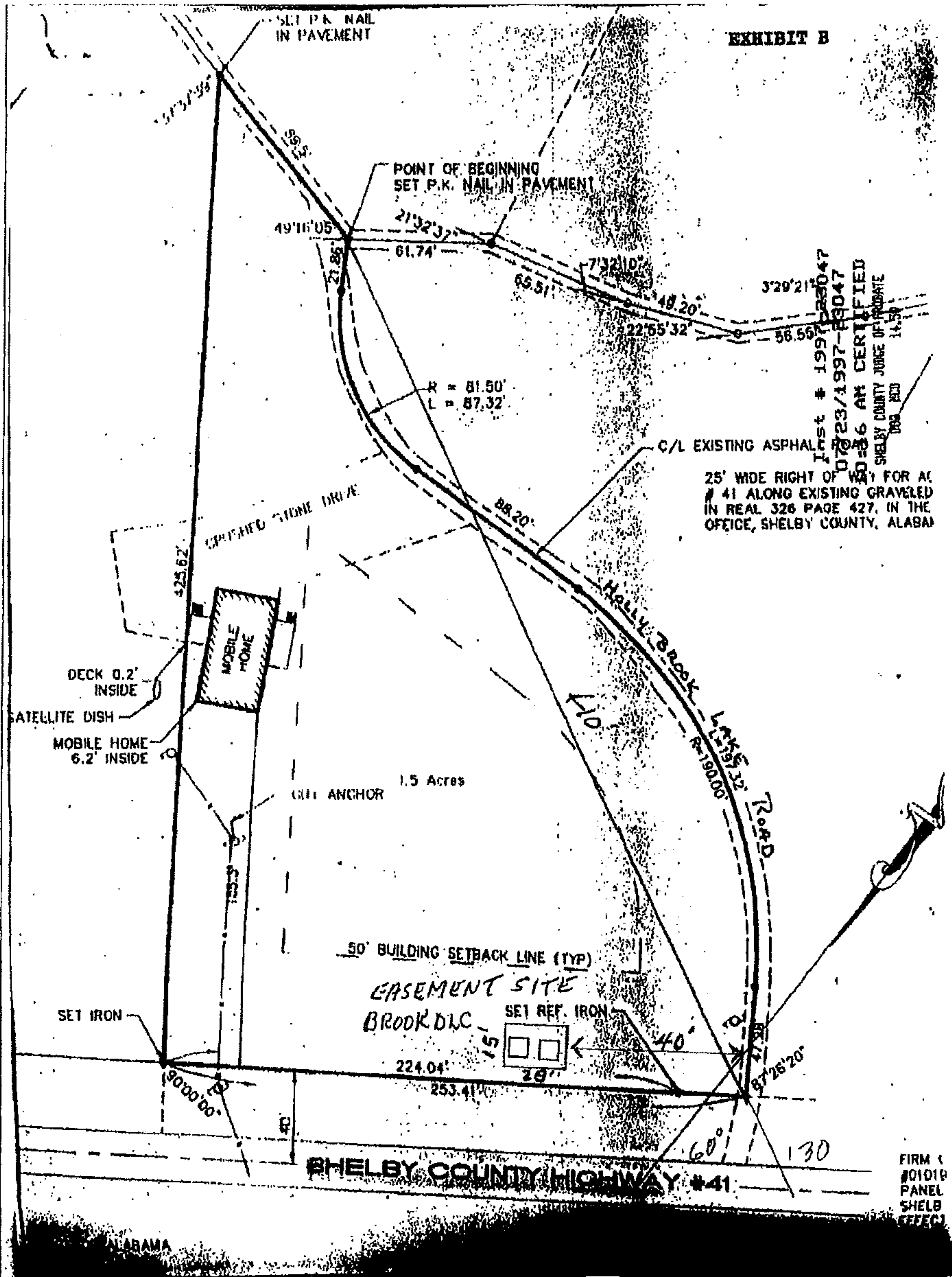
EXHIBIT B

THE EASEMENT AREA -- LEGAL DESCRIPTION and/or SURVEY


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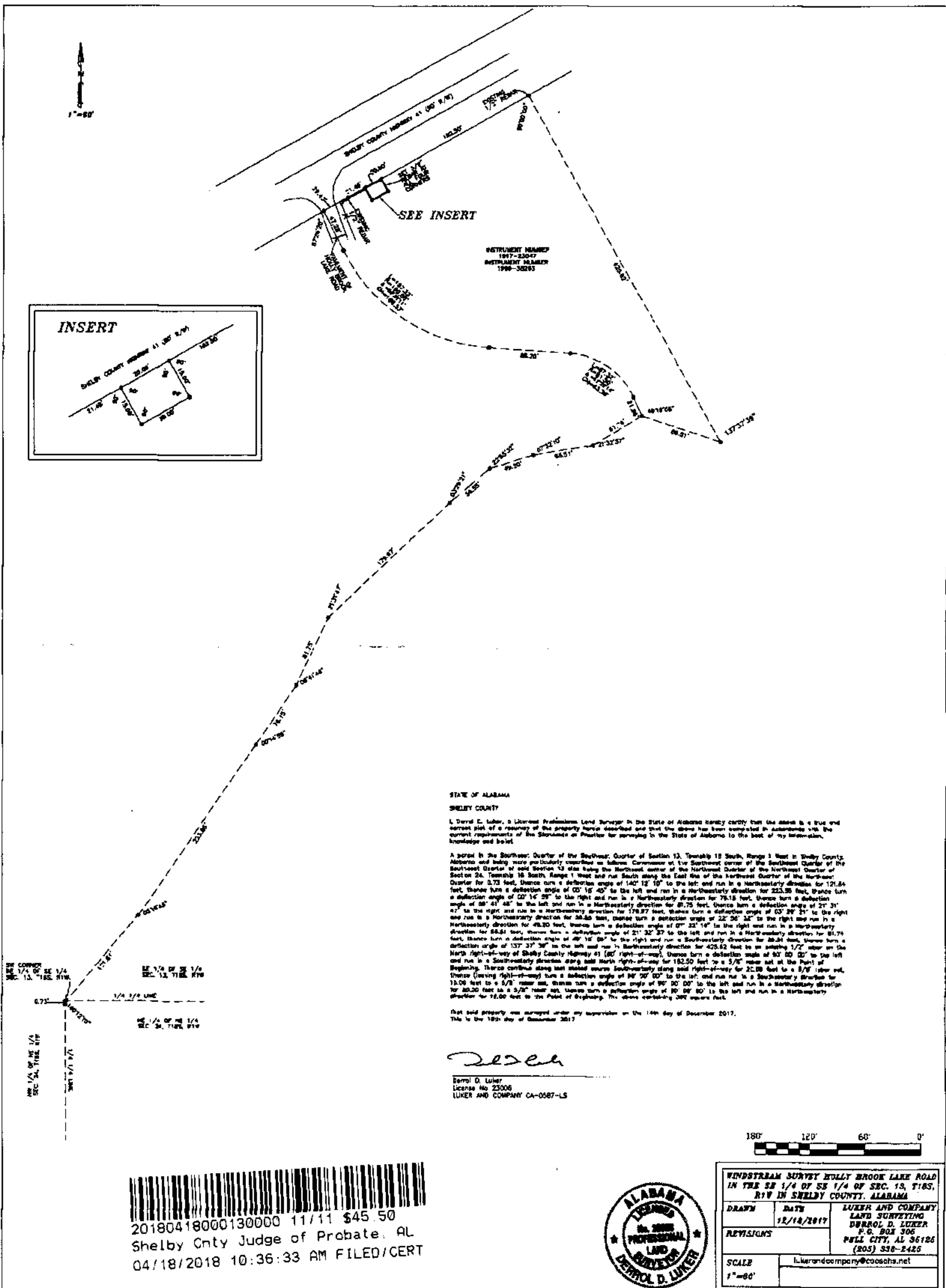
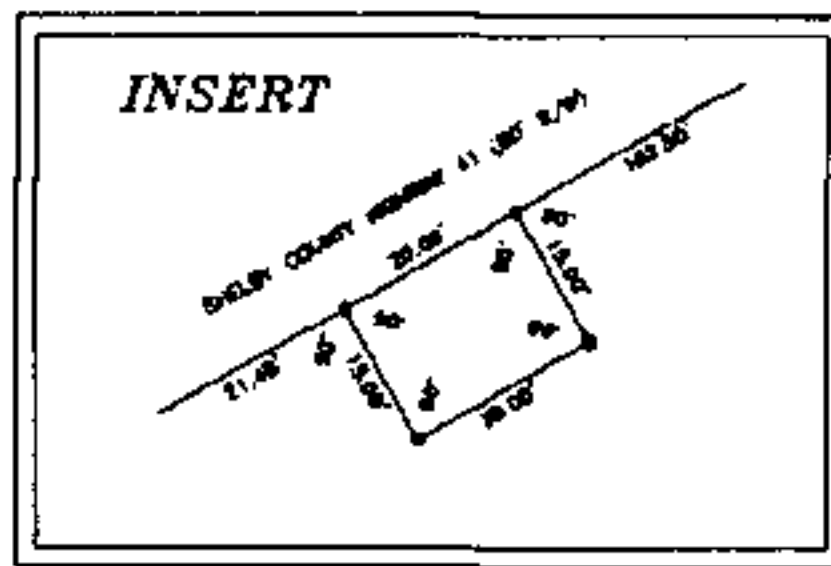
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EXHIBIT B



Inst # 1997-23047
07/23/1997-23047
07/26/96 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DORIS HED

FIRM 1
#01018
PANEL
SHELBY
EFFECT



STATE OF ALABAMA
SHELBY COUNTY

I, Derral D. Luker, a Licensed Professional Land Surveyor in the State of Alabama, hereby certify that the above is a true and correct plot of a survey of the property herein described and that the same has been completed in accordance with the current requirements of the Standards of Practice for surveying in the State of Alabama to the best of my knowledge, knowledge and belief.

A parcel in the Southeast Quarter of the Southeast Quarter of Section 13, Township 18 South, Range 1 West in Shelby County, Alabama and being more particularly described as follows: Commence at the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 13 also being the Northwest corner of the Northwest Quarter of the Northwest Quarter of Section 24, Township 18 South, Range 1 West and run South along the East line of the Northwest Quarter of the Northwest Quarter for 0.73 feet, thence turn a deflection angle of $140^{\circ} 12' 10''$ to the left and run in a Northwesterly direction for 121.84 feet, thence turn a deflection angle of $00^{\circ} 15' 40''$ to the left and run in a Northwesterly direction for 223.36 feet, thence turn a deflection angle of $00^{\circ} 15' 25''$ to the left and run in a Northwesterly direction for 78.18 feet, thence turn a deflection angle of $00^{\circ} 41' 48''$ to the left and run in a Northwesterly direction for 89.75 feet, thence turn a deflection angle of $21^{\circ} 31' 47''$ to the right and run in a Northwesterly direction for 178.87 feet, thence turn a deflection angle of $03^{\circ} 38' 21''$ to the right and run in a Northwesterly direction for 38.88 feet, thence turn a deflection angle of $22^{\circ} 56' 38''$ to the right and run in a Northwesterly direction for 49.80 feet, thence turn a deflection angle of $07^{\circ} 32' 14''$ to the right and run in a Northwesterly direction for 88.84 feet, thence turn a deflection angle of $21^{\circ} 32' 27''$ to the left and run in a Northwesterly direction for 81.74 feet, thence turn a deflection angle of $40^{\circ} 15' 00''$ to the right and run in a Southwesterly direction for 88.84 feet, thence turn a deflection angle of $137^{\circ} 37' 30''$ to the left and run in a Northwesterly direction for 425.62 feet to an existing 1/2" pipe on the North right-of-way of Shelby County Highway 41 (SR 9, 195), thence turn a deflection angle of $00^{\circ} 00' 00''$ to the left and run in a Southwesterly direction along said North right-of-way for 182.50 feet to a 5/8" pipe set at the Point of Beginning, thence continue along said North right-of-way Southwesterly for 212.00 feet to a 5/8" pipe set, thence (leaving right-of-way) turn a deflection angle of $04^{\circ} 00' 00''$ to the left and run in a Southwesterly direction for 18.00 feet to a 5/8" pipe set, thence turn a deflection angle of $90^{\circ} 00' 00''$ to the left and run in a Northwesterly direction for 80.00 feet to a 5/8" pipe set, thence turn a deflection angle of $90^{\circ} 00' 00''$ to the left and run in a Northwesterly direction for 12.00 feet to the Point of Beginning. The above contains 390 square feet.

Said property was surveyed under my supervision on the 14th day of December 2017.
This is the 18th day of December 2017.

Derral D. Luker
Derral D. Luker
License No 23006
LUKER AND COMPANY CA-0587-LS

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WINDSTREAM SURVEY HULLY BROOK LAKE ROAD IN THE SE 1/4 OF SE 1/4 OF SEC. 13, T18S, R1W IN SHELBY COUNTY, ALABAMA		
DRAWN	DATE	LUKER AND COMPANY LAND SURVEYING DERRAL D. LUKER P.O. BOX 306 PELL CITY, AL 36186 (205) 338-2425
REVISIONS		
SCALE	1"=60'	