CFN 2015028614, OR BK 7300 Page 2026, Recorded 02/11/2015 at 02:20 PM, Scott Ellis, Clerk of Courts, Brevard County Doc. D: \$0.70

Prepared by and Return to: Bright House Networks, LLC 720 Magnolia Avenue Melbourne, FL 32935

EASEMENT AND MEMORANDUM OF AGREEMENT

Grant of Easement

In consideration of the covenants and agreements in the Agreement (defined below), for ten dollars and no cents (\$10), and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Boardwalk of Brevard Condominium Association, Inc. ("Grantor") hereby grants to Bright House Networks, LLC, and Bright House Networks, LLC's successors and assigns (collectively, "Grantee"), a non-exclusive easement on Grantor's property located at 15 N. Atlantic Ave., Cocoa Beach, FL 32931 and all its improvements (as described in the attached Exhibit A) (the "Property"). This easement shall be for the purposes of permitting Grantee and its affiliates and contractors to design, construct, install, operate, maintain, market, upgrade, repair and replace a system (including internal and external wiring, poles, conduits, molding, pipes, antennas, servers, switch equipment, software, central processing units and other facilities and equipment ("System")) for the delivery of entertainment, video, Internet access, and other services that may be delivered over the System to and from the Property, as more fully provided in the Bulk Cable Service and Right of Entry Agreement between Grantor and Grantee with respect to the Property (the "Agreement"). During and in accordance with the terms of the Agreement and this easement, the System shall be and remain the sole property of Grantee and Grantee shall have the exclusive right to access, control, possess, and operate the System. The System shall not be deemed affixed to or become part of the Premises. Grantor shall also provide reasonable space for Grantee's equipment.

Grantor reserves the right to grant other easements on the Property, but shall not allow such other easements to cause unreasonable interference with the easement granted to Grantee herein.

Grantee shall have and hold the easement, together with every right and appurtenance connected to it, for as long as Grantee holds a franchise or other legal right to deliver the services provided under the Agreement in the County of Brevard, Florida an additional ninety (90) days thereafter. Grantor, its successors and assigns hereby agree to warrant and forever defend the easement to Grantee against every person who claims any part of it.

This easement shall not amend, modify, terminate, release or discharge any party from its rights or obligations under any other written easement with respect to the Property. If Grantee currently has the right to serve the Property under any other written easement, then such other easement shall survive this easement and shall continue to bind the parties in accordance with its terms; provided, however, that in the event of any conflict between the terms of any such other easement and this easement during the term hereof, this easement shall control. This easement and other rights granted to Grantee run with the title to the Property and are binding on Grantor and on all subsequent owners of the Property, as well as on others who may claim an interest in the Property.

2. Memorandum of Agreement

In addition to the rights granted above, the Agreement grants to Grantee the right to market and provide bulk multichannel video services and other services to Grantor and to residents and tenants of the Property.

[DATE, SIGNATURE, AND NOTARIZATION ON FOLLOWING PAGE]



Boardwalk of Brevard Condominium Association, Inc.	
By: John Attion	Witness: LOMM
Name: Jeffrey Vickers	Print Name: Lynn NICHOLSON
Title: President	Witness: Kathy M. Word
	Print Name: KAHLYUN M. WERD
State of Flori da	, , , , , , , , , , , , , , , , , , , ,
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	Jeffrey wichessing Pres
This instrument was acknowledged before me by of Boardwalk	on the 19th of December
, 2014.	
Witness my hand and official seal.	C JENICE BASSETT Notary Public - State of Florida
Notary Public	My Commission # EE 840323
My commission expires:	Bonded Through National Notary Assn.
Bright House Networks, LLC	
By: Paul E. Hanson, Jr.	Witness: Sulland
	Print Name: Stasia Blackham
Title: Vice President of Operations/General Manager	Witness:
	Print Name:
State of Florida }	
County of Brevard } ss:	
This instrument was acknowledged before me by P	aul E. Hanson, Jr. as the Vice President of Operations
and General Manager of Bright House Networks, LLC, on the	day of July 2014.
Witness my hand and official seal.	
Notary Public Campainho	[SEAL]
My commission expires: 4/19/2018	NOTARY PUBLIC ESTATE OF FLORIDA
	Comm# FF093875 Expires 4/19/2018
	""" 191" EVALEAA A (10/2019)

Exhibit A to Easement and Memorandum of Agreement

Legal description of property.

TOWNSHIP- 25

RANGE- 37

SECTION- 11

SUBD.- DD

Plat Book/Page: 0003/0054 Condo Name: BOARDWALK CONDO AS DESC IN ORB 2532 PG 2403 AND ALL AMENDMENTS THERETO.