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Instrument# 2010-011296 # 1
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Prepared by and Return to:
Bright House Networks LLC
1475 S. Nova Rd.
Daytona Beach FL 32114

Easement and Memorandum of Agreement

1. Grant of Easement

In consideration of the covenants and agreements in the Agreement (defined below), for ten dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Sea Coast Gardens III whose address is 4153 S. Atlantic Ave., New Smyrna Beach FL 32169 ("Grantor") hereby grants to Bright House Networks, LLC, and Bright House Networks, LLC's successors and assigns (collectively, "Grantee"), whose address is 1475 South Nova Road, Daytona Beach FL 32114, a non-exclusive easement on Grantor's property 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, replace, and remove 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 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 the Term of the Agreement and this Easement, Grantee shall own, and shall have the exclusive right to access, control, and operate the System, and the System shall not be deemed to be affixed to or a fixture of the Property. Ownership and removal of the System after the expiration of the Agreement and this Easement shall be pursuant to the Agreement. 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 equivalent right to deliver cable services in the County of Volusia, Florida, plus 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 multi-channel video services and other services to Grantor and to residents of the Property.

[DATE, SIGNATURE, AND NOTARIZATION ON FOLLOWING PAGE]

Sea Coast Gardens III Condominium Association Inc.

By: [Signature]

Name: D. Fryer

Title: President

Witness: Melina J Barber

Print Name: MELISSA J. BARBER

Witness: [Signature]

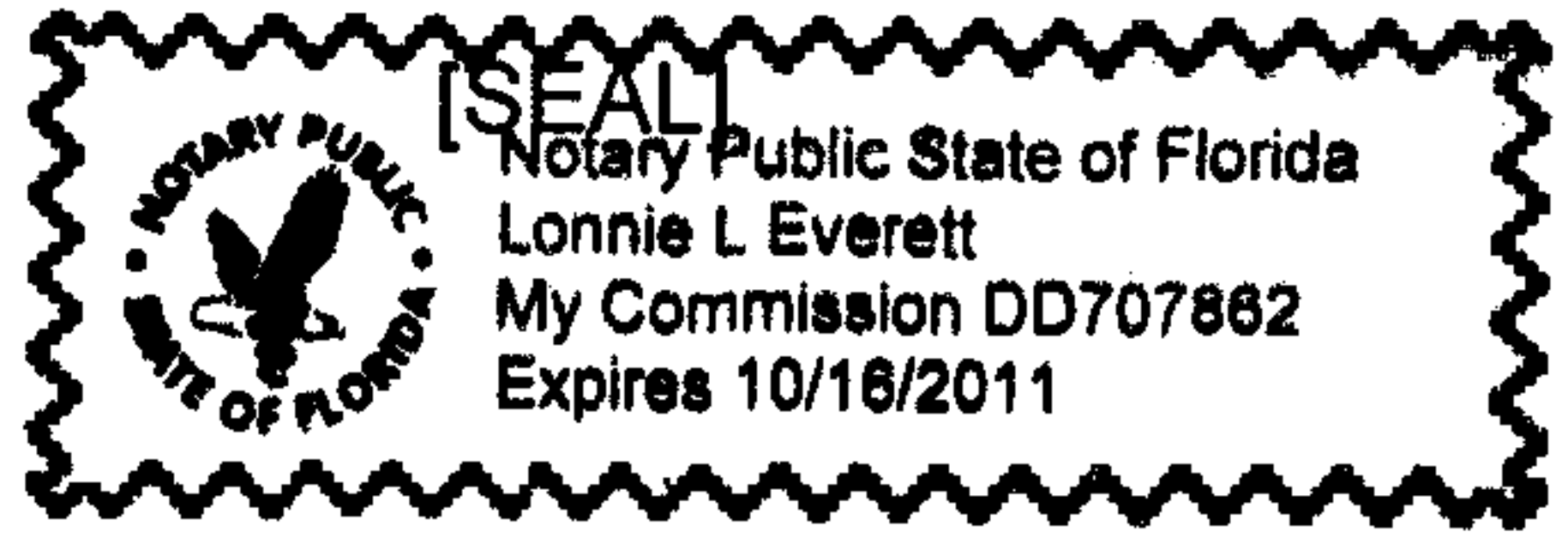
Print Name: Lonnie L. Everett

State of FLORIDA }
County of VOLUSIA } ss:

This instrument was acknowledged before me by Dick Fryer as the President of SCG III on the 21st day of Sept, 2009.

Witness my hand and official seal.

[Signature]
Notary Public



My commission expires: 10/18/2011

Bright House Networks, LLC

By: [Signature]
Paul E. Hanson, Jr.

Title: Vice President of Operations/General Manager

Witness: Stasia Blackham

Print Name: STASIA BLACKHAM

Witness: VANESSA IRIZARRY

Print Name: Vanessa Irizarry

State of Florida }
County of Brevard } ss:

This instrument was acknowledged before me by Paul E. Hanson, Jr. as the Vice President of Operations and General Manager of Bright House Networks, LLC, on the 12 day of October, 2009.

Witness my hand and official seal.

[Signature]
Notary Public

[SEAL]

My commission expires:

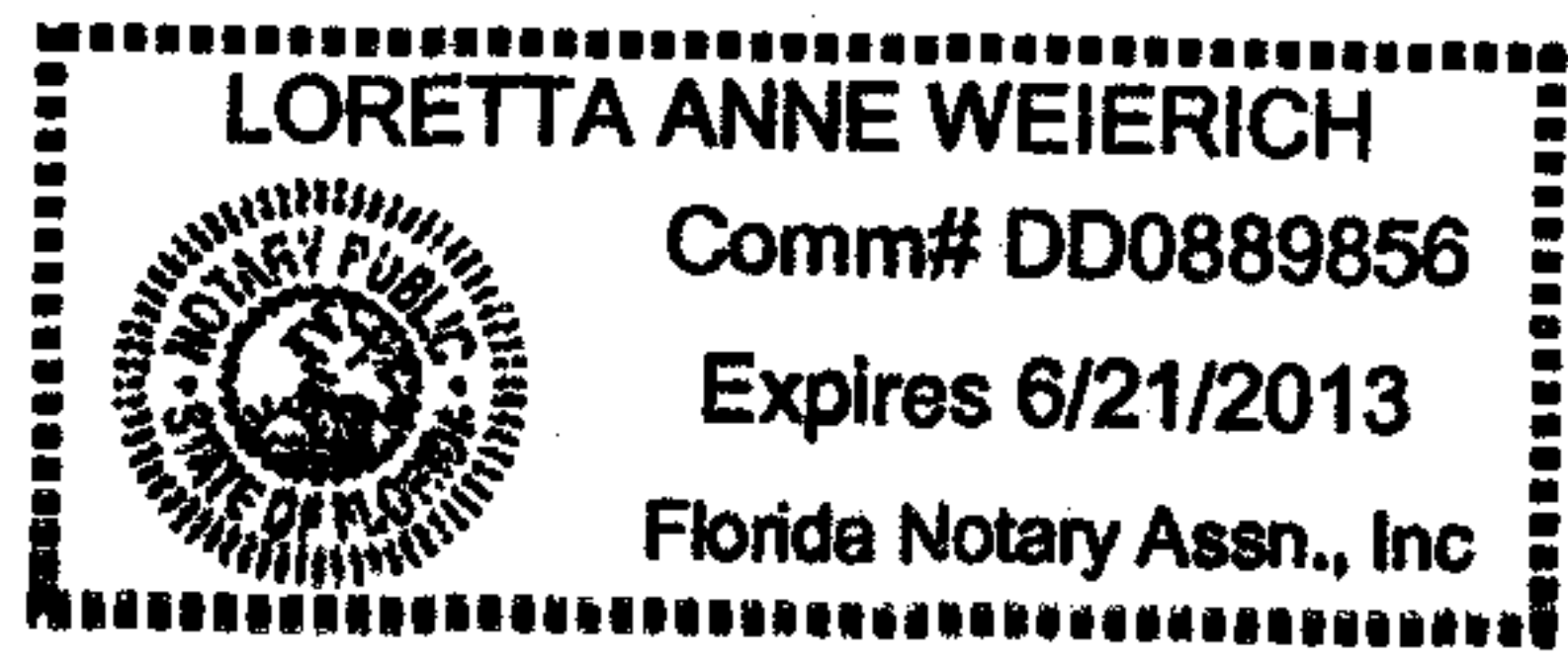


Exhibit A to Easement and Memorandum of Agreement

ALL PROPERTY LYING BETWEEN THE HIGHWATER MARK OF THE ATLANTIC OCEAN AND THE EAST RIGHT-OF-WAY LINE OF A.I.A. HIGHWAY SOUTH OF THE SOUTH LINE OF LOT 22, BLOCK 5, ATLANTIC HEIGHTS SUB-DIVISION AND SAID SOUTH LINE EASTERLY PROLONGATION TO THE ATLANTIC OCEAN AND SAID SOUTH LINES WESTERLY PROLONGATION TO INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF A.I.A. HIGHWAY AND LYING NORTH OF THE SOUTH LINE OF LOT 17, BLOCK 5, ATLANTIC HEIGHTS SUB-DIVISION AND SAID SOUTH LINES EASTERLY PROLONGATION TO THE ATLANTIC OCEAN AND SAID SOUTH LINES WESTERLY PROLONGATION TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF A.I.A. HIGHWAY, BEING LOTS 17 THRU 21, INCLUSIVE, BLOCK 5, ATLANTIC HEIGHTS SUBDIVISION AS RECORDED IN MAP BOOK NO. 6, PAGE 171 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THAT PART OF VACATED ATLANTIC AVENUE LYING WITH-IN ABOVE DISCRPTION, ALSO BEING A PART OF LOTS 17 THRU 20, INCLUSIVE, BLOCK 4, LYING SOUTH OF SAID WESTERLY PROLONGATION OF SOUTH LINE OF LOT 22, BLOCK 5, ATLANTIC HEIGHTS SUB-DIVISION AND EAST OF A.I.A. HIGHWAY IN A.S. BROWN'S SUBDIVISION AS RECORDED IN MAP BOOK NO.1, PAGE 122 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THAT PART OF FIRST AVENUE VACATED LYING WITHIN ABOVE DISCRPTION, ALSO ANY AND ALL ACCREATIONS APPERTAINING THERETO.

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Diane M. Matousek
Volusia County, Clerk of Court