

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Charter Communications
Attn: Tonjia Fetteroff
Address: 2100 Columbiana Road
City/State/Zip: Vestavia Hills, AL 35216

This Value of the easement is \$500.00



20120620000217330 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
06/20/2012 10:52:35 AM FILED/CERT

Above for recorders use only

NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT

This Installation and Distribution Agreement ("Agreement") between **Marcus Cable Associates, LLC** ("Operator") and **Aaron Douglas and Nell Sellers** ("Owner") is dated this 1st day of January 2012 ("Effective Date"). Capitalized terms used in this Agreement shall have the same meaning as specified in the "Basic Information" section below.

BASIC INFORMATION	
Premises (or Property) (further described in Exhibit A):	
Premises Name: <u>Seller's Mobile Home Park</u>	Number of Units: <u>17</u>
Street Address: <u>474 Highway 331</u>	
City/State/Zip: <u>Columbiana, AL 35051</u>	
Notices:	
Owner: Name: Aaron Douglas and Nell Sellers Address: 474 Highway 331 Columbiana, AL 35051-3113 Phone: Fax:	
Agreement Term: The period starting on the Start Date and ending on the Expiration Date. The Agreement Term shall automatically be renewed for additional successive terms of <u>1</u> year unless either party provides written notice of termination not less than 6 months prior to the end of the Agreement Term then in effect.	
Start Date: <u>January 1, 2012</u>	Expiration Date: <u>December 31, 2016</u>
Services: Services shall mean all lawful communications services (including video/cable services) that Operator may provide.	
Equipment: All above-ground and underground coaxial cables, fiber, internal wiring, conduit, electronics and/or any other equipment or facilities necessary for, installed by, and/or used by Operator (or its predecessor(s)-in-interest) to provide the Services. The Equipment extends from the external boundary lines of the Premises up to and including the outlets in each unit.	

1. Grant. In consideration of the mutual promises and other consideration set forth herein, the sufficiency of which is hereby acknowledged, Owner grants Operator the right (including ingress and egress) to install, operate,

improve, remove, repair and/or maintain its Equipment within the Premises. Upon termination of this Agreement, Operator shall have the right to remove its Equipment, as applicable, provided that any Equipment that Operator does not remove within 90 days of such termination, shall be deemed abandoned and become the property of the Owner. This Agreement may be recorded. This rights granted hereunder shall run with the land and shall bind and inure to the benefit of the parties and their respective successors and assigns.


2. Services; Equipment. Operator shall have the (i) nonexclusive right to offer and (ii) exclusive right to market the Services to residents of the Premises. Operator will install, maintain, and/or operate the Equipment in accordance with applicable law. The Equipment shall always be owned by and constitute the personal property of the Operator, except that from the Effective Date, the internal wiring located within any building, which includes “cable home wiring” and “home run wiring”¹ (the “Internal Wiring”) and, without limitation, excludes set-top boxes, electronics, active components, and exterior Equipment, shall be deemed to be owned by and constitute the personal property of the Owner. Owner hereby grants to Operator the exclusive right to use the Internal Wiring during the Agreement Term and (i) shall not grant any other provider rights to use the Internal Wiring and (ii) shall prohibit other providers from using the same.

Without limiting Operator’s exclusive rights to use Internal Wiring and its Equipment, should either (A) an antenna, or signal amplification system or (B) any Owner modification, relocation of, and/or work on the Internal Wiring interfere with the provision of Operator’s Services, Owner shall eliminate such interference immediately. In the event (i) installation, repair, maintenance, or proper operation of the Equipment, and/or unhindered provision of the Services is not possible at any time as a result of interference, obstruction, or other condition not caused by Operator, or (ii) such interference, obstruction, or other condition (or the cause thereof) will have negative consequences to Operator’s personnel safety or the Equipment, as Operator may determine in its sole discretion, Operator may terminate this Agreement without liability upon written notice to Owner.

3. Owner represents and warrants that it is the legal owner of and the holder of fee title to the Premises; that it has the authority to execute this Agreement. The person signing this Agreement represents and warrants that he/she is Owner’s authorized agent with full authority to bind Owner hereto. If any one or more of the provisions of this Agreement are found to be invalid or unenforceable, such invalid provision shall be severed from this Agreement, and the remaining provisions of this Agreement will remain in effect without further impairment.

4. In the event of a default by a party hereunder in addition to rights available at law or in equity, the non-defaulting party may (i) terminate the Agreement after 30 days prior written notice, unless the other party cures or commences to cure such breach during such 30-day period and diligently proceeds with such cure (exercising commercially reasonable efforts). Neither party shall be liable to the other party for any delay or its failure to perform any obligation under this Agreement if such delay or failure is caused by the occurrence of any event beyond such party’s reasonable control.

5. Each party shall indemnify, defend and hold harmless the other against all liability, claims, losses, damages and expenses (collectively, “Liability”), but only to the extent that such Liability arises from any negligent or willful misconduct, breach of this Agreement, or violation of a third party’s rights or applicable law on the part of the party from whom indemnity is sought. Each party seeking such indemnification shall use reasonable efforts to promptly notify the other of any situation giving rise to an indemnification obligation hereunder, and neither party shall enter into a settlement that imposes liability on the other without the other party’s consent, which shall not be unreasonably withheld.


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¹ The terms “cable home wiring” and “home run wiring” are defined at 47 CFR §§ 76.5(l) and 76.800(d).

6. Notwithstanding anything to the contrary stated hereunder, Operator will not be liable for any indirect, special, incidental, punitive or consequential damages, including, but not limited to, damages based on loss of service, revenues, profits or business opportunities.

IN WITNESS WHEREOF, the parties have set their hands on the date indicated in their respective acknowledgments.

OPERATOR

Marcus Cable Associates, LLC

By: Charter Communications, Inc., its Manager

By: Matt Favre

Printed Name: Matt Favre

Title: VP/GM of Charter Communications

Date: 1-25-2012

Witness: Linda Derrick

Printed Name: Linda Derrick

OWNER

Aaron Douglas and Nell Sellers

By: Aaron D Sellers

Printed Name: Aaron D Sellers

Title: Owner

Date: 12-29-2011

Witness: Eva D. Mooney

Printed Name: Eva D. Mooney

By: Nell Sellers

Printed Name: Nell Sellers

Title: Owner

Date: 12-29-2011

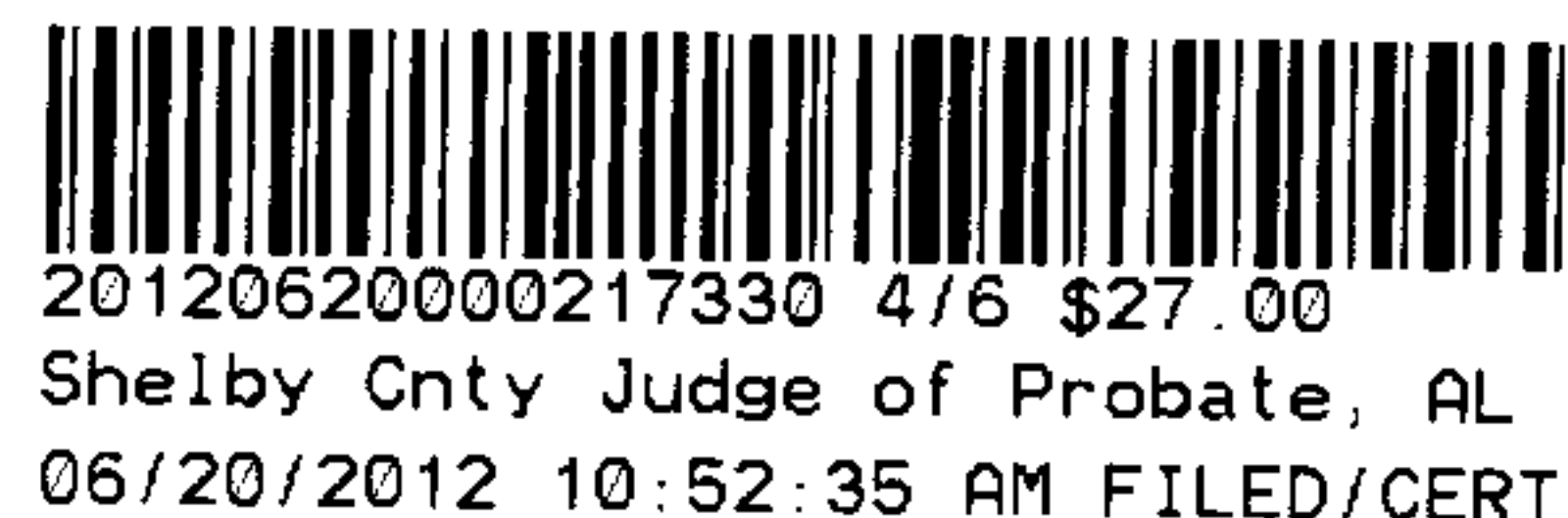
Witness: Eva D. Mooney

Printed Name: Eva D. Mooney



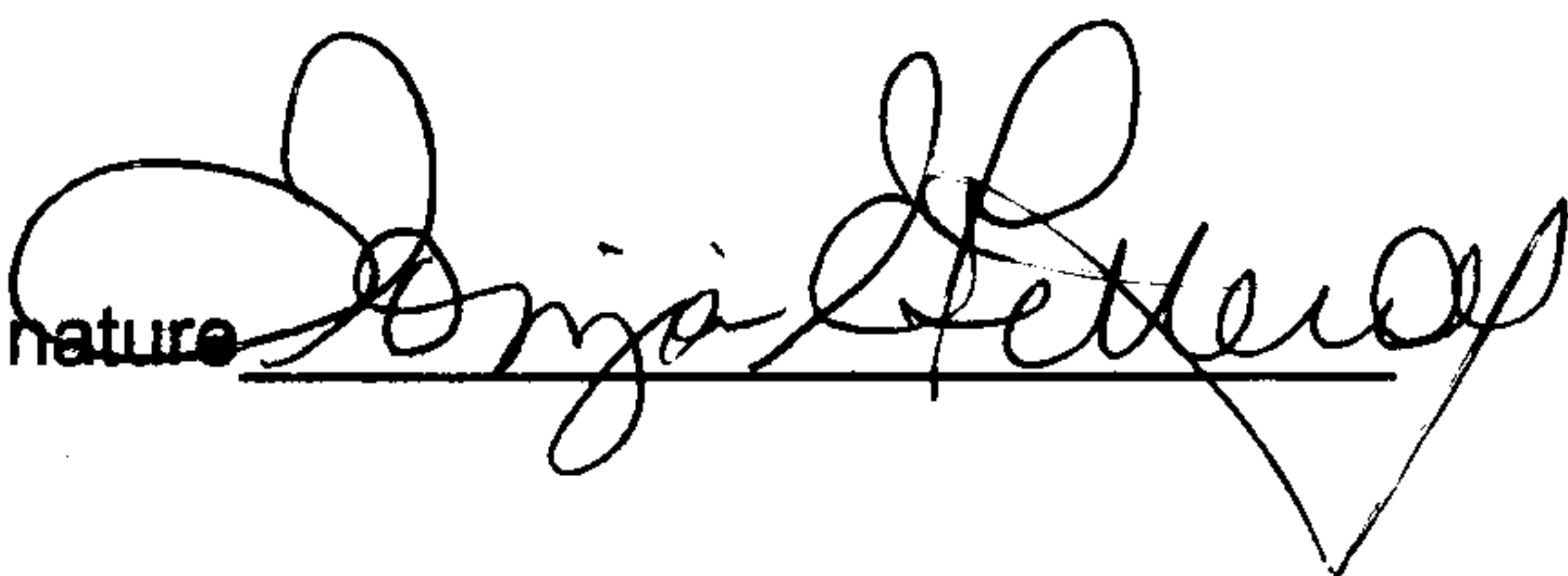
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STATE OF Alabama
COUNTY OF Jefferson

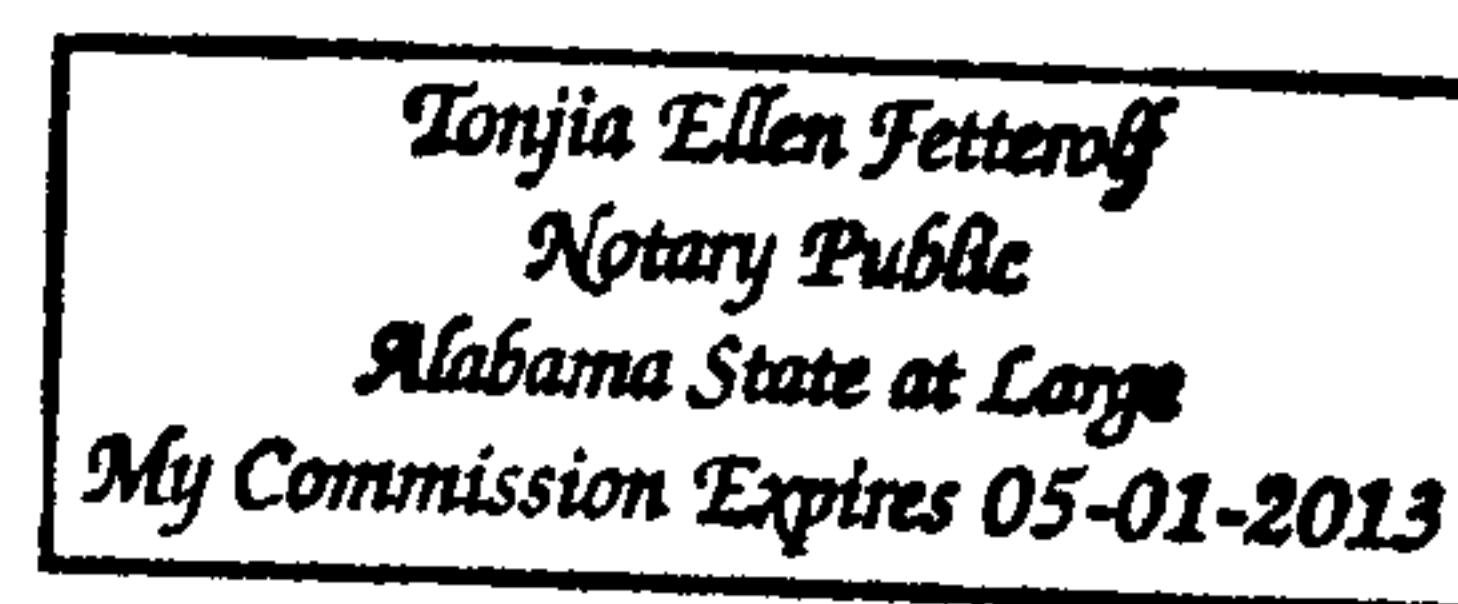


On Jan. 25th 2012 before me, Matt Favre, personally appeared personally known to me
(or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

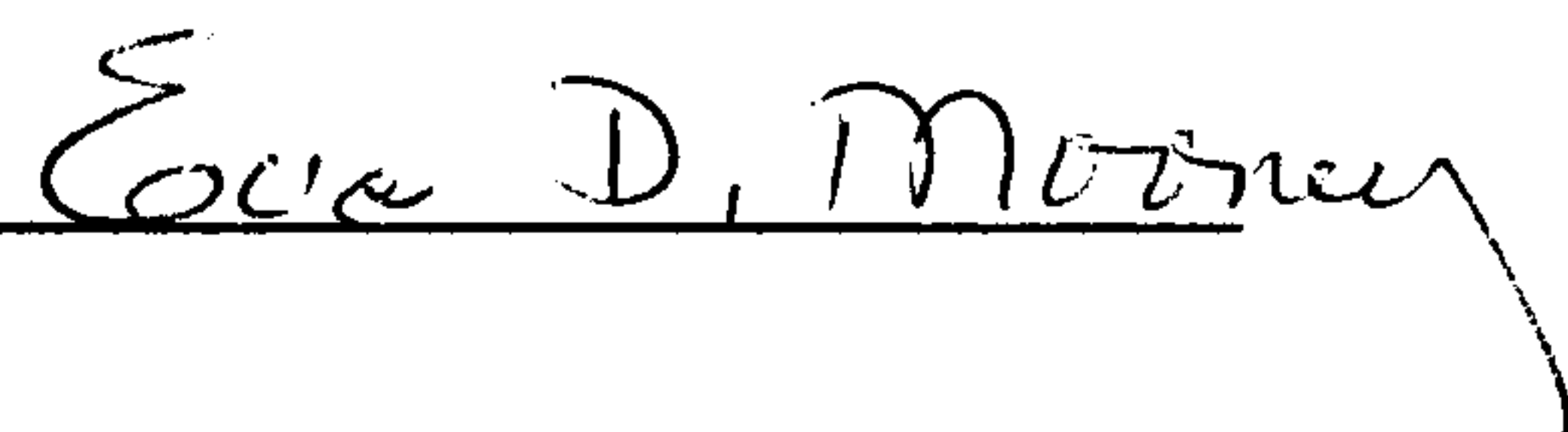
Expiration Date _____



STATE OF Alabama
COUNTY OF Shelby

On 12-29-11 before me, Aaron Douglas and Nell Sellers, personally appeared
personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

Expiration Date 11-30-13

EXHIBIT "A"

[Owner to insert legal description of Premises.]



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PARCEL # 22 6 14 0 000 015.000

Report for Year 2008	Parcel Number 226140000015000	Record Number 0017001	Paid By SELLERS
Owner Name and Address SELLERS AARON D & NELL 474 HWY 331 COLUMBIANA AL 35051			<input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Money Order <input type="checkbox"/> Debit Card <input type="checkbox"/> Credit Card <input type="checkbox"/> Other
Map 226000000 CODE1 CODE2			Sub Div 272310000 Total No 01 Mun Code 01
SUBD1 SUBD2 P-LDT P-BLK S-LDT S-BLK S 14 T 21S R 02W S T R S T R S LOT DIM BY ACRES 17.3 90 FEET 754.459 BEG NW COR NE1/4 NW1/4 S TO SPRING BRANCH SW407.61 S44S.32 E45S.89 N210 1 0S NW520 E64S N270 E210 N TO N LN OF SEC W761.16 TO PGB			

Parcel # 22 6 14 0 000 022 000

Parcel I:

A parcel of land in the South 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 14, Township 21 South, Range 2 West described as follows: Commence at the Northeast corner of the South 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 14, Township 21 South, Range 2 West; run thence in a Westerly direction along the North line of said South 1/2 of the Northeast 1/4 of Northeast 1/4 of Section 14, Township 21 South, Range 2 West for a distance of 126.42 feet to its intersection with the Southeasterly right-of-way line of a County Road; thence turn an angle to the left of 43 degrees 06 minutes 26 seconds (said angle being measured from last described course to the chord of the following course, said course being situated on a curve, said curve having a central angle of 14 degrees 01 minute and a radius of 613 feet); thence run along the arc of said curve to the right in a Southwesterly direction for a distance of 149.96 feet; thence turn an angle to the left of 114 degrees 47 minutes 34 seconds (said angle being measured from the chord of last described course to the following course) and run in a Southeasterly direction for a distance of 126.60 feet; thence turn an angle to the left of 22 degrees 06 minutes and run in an Easterly direction for a distance of 125 feet to its intersection with the East line of Section 14, Township 21 South, Range 2 West; thence turn an angle to the left of 92 degrees 33 minutes and run in a Northerly direction along the East line of said section for a distance of 150 feet to the point of beginning.

Parcel # 22 6 0 000 0005.0001

County, Alabama, to-wit:

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Starting at the NW corner of the SW 1/4 of the NW 1/4 of Section 14, Township 21, Range 2 West running line 1088 feet East, thence 20 feet South for a beginning point, at road leading South from Saginaw cut off road; thence 150 feet West; thence 535 feet South; thence 135 feet East to road running south; thence 535 feet North to beginning point, containing 2 acres, more or less, excepting the saw mill road on the South side, which is to be kept open as a road.

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.



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