

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Charter Communications

Attn: Angela Baya

Address:

2100 Columbiana Rd
Vestavia Hills AL 35216



20131212000478010 1/7 \$32.00
Shelby Cnty Judge of Probate, AL
12/12/2013 10:55:52 AM FILED/CERT

The value of the Service Agreement is \$500.00

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NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT

This Nonexclusive Installation and Service Agreement ("Agreement") between ***Marcus Cable of Alabama, LLC*** ("Operator") and ***Savannah Pointe Residential Association, Inc.*** ("Association") is this 25th day of October, 2013 ("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:	Savannah Pointe Residential Association, Inc.
Street Address:	300 Savannah Club Dr.
City/State/Zip:	Calera, AL 35040
Number of units:	467
Notices:	
Association Name:	Savannah Pointe Residential Association, Inc.
Address:	5 Riverchase Ridge Suite# 200 Birmingham, AL 35214
Phone:	205-733-6700
Email:	aglass@mckaymanagement.com
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 2 year(s)	

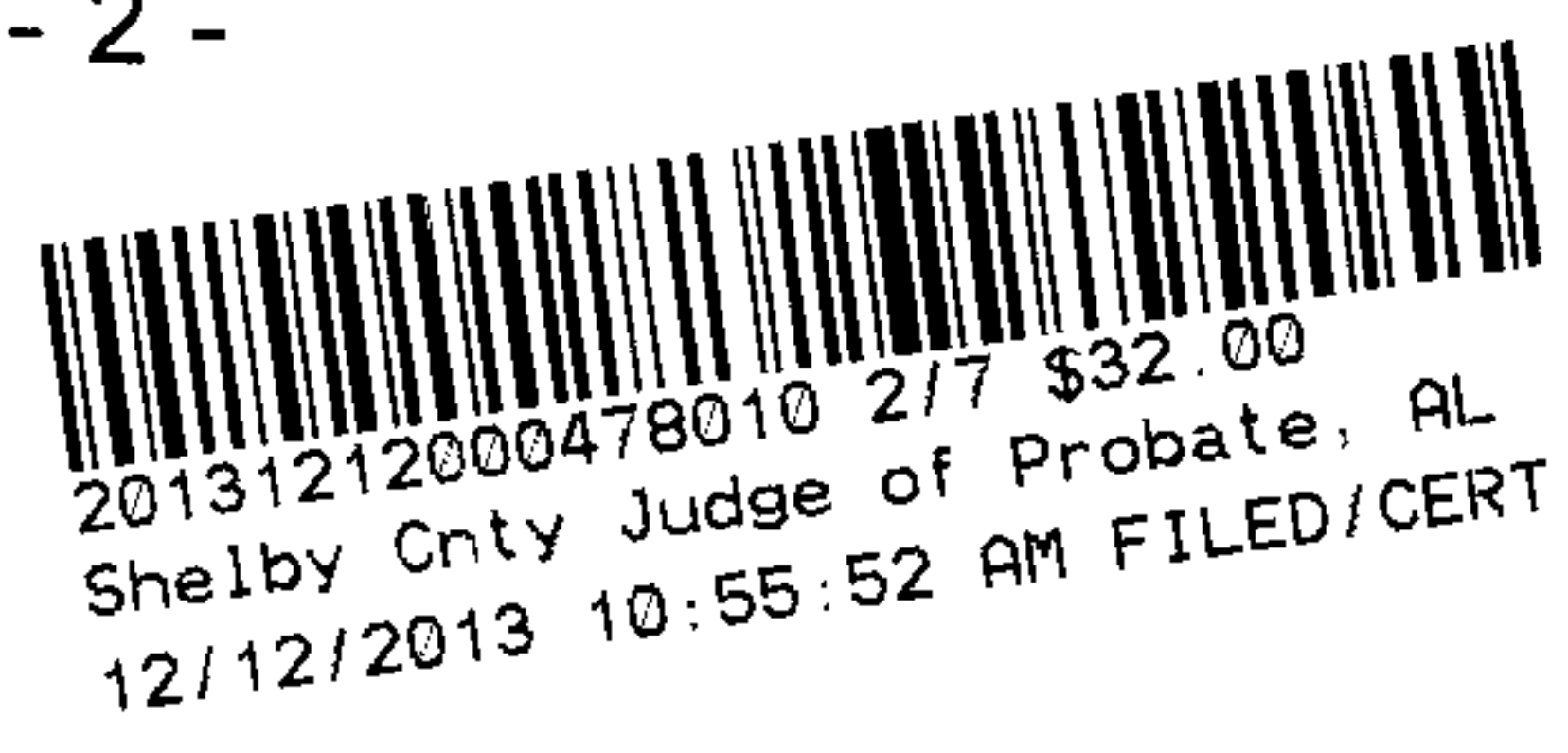
unless either party provides written notice of termination not less than 6 months prior to the end of the Agreement Term then in effect.	
Start Date: October 25, 2013	Expiration Date: October 24, 2020
Services: Services shall mean all lawful communications services which Operator may provide including, without limitation, all multi-channel video and audio programming services (specifically, "Video Service") and Internet access services, and/or voice services.	
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.	

1. Grant. In consideration of the mutual promises and other consideration set forth herein, the sufficiency of which is hereby acknowledged, Association grants Operator the right (including ingress and egress) to install, operate, improve, remove, repair and/or maintain its Equipment (excluding the internal wiring) 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 Association. 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 (excluding the internal wiring) in accordance with applicable law. The Equipment (excluding the internal wiring) shall always be owned by and constitute the personal property of the Operator, and Association acknowledges Operator's exclusive right to control and use its Equipment (excluding the internal wiring).

Without limiting Operator's exclusive rights to use its Equipment, should an antenna, signal amplification system or any other non-Operator facilities located either on the Premises or any property controlled by Association in proximity to the Premises interfere with the provision of Operator's Services, Association shall eliminate such interference within a reasonable timeframe as permitted by Federal law. 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 Association.

3. Association represents and warrants that it is the legal Association 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 Association's authorized agent with full authority to bind Association 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.

6. Notwithstanding anything to the contrary stated hereunder, Operator and Association 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.

7. Owner agrees during the term of the Agreement not to provide "bulk services" defined as services where an owner / association enters into another agreement with a cable provider or Telephone provider where the owner / association of the property provides TV, Internet, or Phone services to each and every unit in the complex and the owner / association pays for these services under a single invoice and includes these services in the rent on Premises from another provider. A violation of the Section 7 is an automatic default of the Agreement

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

OPERATOR:

Marcus Cable of Alabama, LLC:

By: Charter Communications, Inc., its Manager

By: _____

(Signature)

Printed Name: R. Adam Ray

Title: Vice President, Direct Sales

Date: _____

11/13/13

ASSOCIATION:

Savannah Pointe Residential Association, Inc.

By: _____

(Signature)

Printed Name: Clark Parker

Title: President

Date: _____

10/25/13



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STATE OF Alabama)

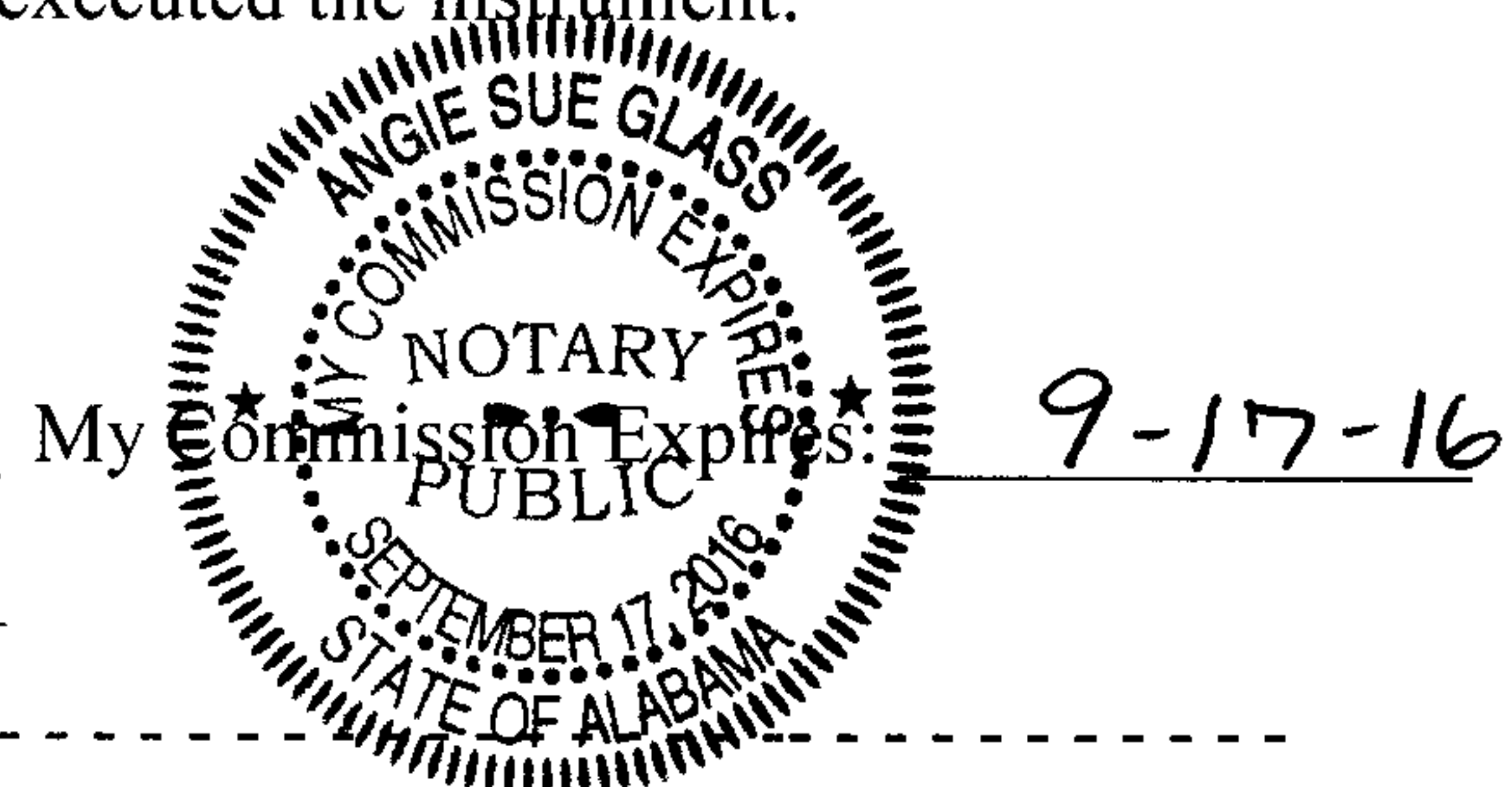
COUNTY OF Shelby)

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On October 25, 2013 before me, Angie Sue Glass, personally appeared Clark Barker, 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: Angie Sue Glass
Printed: Angie Sue Glass



STATE OF Connecticut)

COUNTY OF Fairfield)

Use black ink

On 11-13-13 before me, R. Adam Ray, personally appeared R. Adam Ray, 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: Marissa M Brennan
Printed: Marissa M Brennan

My Commission Expires: 5/31/2018

EXHIBIT "A"
Legal Description Of Premises

PARCEL I:

A parcel in the SE 1/4 of NW 1/4, and SW 1/4 of NW 1/4, all in Section 31, Township 21 South, Range 2 West, Shelby County, Alabama, described as follows:

Begin at the NW corner of the SW 1/4 of NW 1/4, Section 31, Township 21 South, Range 2 West; thence east a distance of 2667.26 feet; thence south a distance of 667.47 feet; thence west a distance of 2679.53 feet; thence north a distance of 639.98 feet to the point of beginning; being situated in Shelby County, Alabama.

PARCEL II:

Begin at the SW corner of the SW 1/4 of NW 1/4, Section 31, Township 21 South, Range 2 West; thence north a distance of 123.5 feet to the point of beginning; thence east a distance of 1374.0 feet; thence south a distance of 123.5 feet; thence east a distance of 1316.82 feet; thence north a distance of 729.13 feet; thence west a distance of 2679.53 feet; thence south a distance of 577.42 feet to the point of beginning; being situated in Shelby County, Alabama.

PARCEL III:

A road right of way easement described as follows:

Begin at the SW corner of the NW 1/4 of NW 1/4, Section 31, Township 21 South, Range 2 West; thence east along the south side of said 1/4-1/4 section a distance of 865.3 feet to point of beginning; thence at an angle to the left of 120 degrees 10 minutes a distance of 618.38 feet to the beginning of a curve to the right having a central angle of 22 degrees 12 minutes and a radius of 529.7 feet; thence along this curve a distance of 204.62 feet to the beginning of a straight line tangent to said curve at this point; thence along said line a distance of 118.58 feet to the south side of public road; thence at an angle to the right of 114 degrees 25 minutes and along the south side of said road a distance of 21.96 feet; thence at an angle to the right of 65 degrees 35 minutes a distance of 109.5 feet to the beginning of a curve to the left and having a central angle of 22 degrees 12 minutes and a radius of 509.7 feet; thence along said curve a distance of 197.49 feet to the beginning of a straight line tangent to said curve at this point; thence along said line a distance of 630.0 feet; thence at an angle to the right of 120 degrees 10 minutes a distance of 23.13 feet to the point of beginning; said easement being located in the NW 1/4 of NW 1/4 of Section 31, Township 21 South, Range 2 West, Shelby County, Alabama.



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PARCEL IV:

A part of the SW 1/4 of the NE 1/4 of Section 31, Township 21 South, Range 2 West, more particularly described as follows: Commence at the Northwest corner of the SW 1/4 of the NE 1/4 of Section 31, Township 21 South, Range 2 West, Shelby County, Alabama, and run thence South 2 degrees, 04 minutes, 39 seconds, East along the West line of said 1/4-1/4 a distance of 208.45 feet to the point of beginning of the property, Parcel No. 8, being described, thence run South 89 degrees, 43 minutes, 45 seconds East a distance of 1,343.83 feet to a point on the East line of same said 1/4-1/4; thence run South 2 degrees, 04 minutes, 50 seconds East along the said East line of said 1/4-1/4 a distance of 567.05 feet to a point; thence run North 89 degrees, 43 minutes, 45 seconds west a distance of 1,343.86 feet to a point on the west line of same said 1/4-1/4; thence run north 2 degrees, 04 minutes, 39 seconds west along said west line of said 1/4-1/4 a distance of 567.05 feet to the point of beginning.

There is attendant to this parcel a 30.0 foot wide easement for access, ingress and egress and the installation of any required utility service lines to parcels, 5,6,7,8 or 9, 30.0 feet west of and equally along the east line of this parcel from the north line of subject parcel to the south line of same.

PARCEL V:

A part of the SW 1/4 of the NE 1/4 of Section 31, Township 21 South, Range 2 West, more particularly described as follows:


Beginning at the southwest corner of the SW 1/4 of the NE 1/4 of Section 31, Township 21 South, Range 2 West, Shelby County, Alabama, and run thence north 2 degrees, 04 minutes, 39 seconds, west along the west line of said 1/4-1/4 a distance of 567.05 feet to a point; thence run south 89 degrees, 43 minutes, 45 seconds east a distance of 1,343.86 feet to a point on the east line of same said 1/4-1/4; thence run south 2 degrees, 04 minutes, 50 seconds east along the said east line of 1/4-1/4 a distance of 567.05 feet to the southeast corner of same said 1/4-1/4; thence run north 89 degrees, 43 minutes, 45 seconds, west along the south line of said 1/4-1/4 a distance of 1,343.89 feet to the point of beginning.

There is attendant to this parcel a 30.0 feet wide easement for access, ingress and egress, and the installation of any required utility service lines to parcels 5,6,7,8 or 9, 30.0 feet West of and equally along the East line of this parcel, from the North line of subject parcel to the south line of same.

Less and except that part sold to Roy Martin Construction, Inc. in deed 1997-41801.

PARCEL VI:

A 60 feet easement for ingress and egress situated in the NE 1/4 of the NW 1/4 of Section 31, Township 21 South, Range 2 West, Shelby County, Alabama, being the East 60 feet of said 1/4-1/4 section lying South of Shelby County Highway No. 12.


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