

**20180112000013330**  
**01/12/2018 10:04:04 AM**  
**AGREEMNT 1/16**

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PREPARED BY  
Charter Communications, LLC  
Kenneth Alexander  
3140 W Arrowood Rd  
Charlotte, NC 28273

AFTER RECORDING, RETURN TO:  
Charter Communications  
3140 W. Arrowood Road  
Attn: Kenneth Alexander  
Charlotte, NC 28273

EASEMENT AND MEMORANDUM OF AGREEMENT

[See Attached]

**NONEXCLUSIVE INSTALLATION AND SERVICE AGREEMENT**  
**Charter Prewire (Double Exclusive)**

This Nonexclusive Installation and Service Agreement ("Agreement") is dated this 30<sup>th</sup> day of November, 2017 ("Effective Date").

**1. BASIC INFORMATION:**

<b>OWNER:</b> <b>Madison BAL LLC</b>	<b>OPERATOR:</b> <b>Marcus Cable of Alabama, LLC</b>
<b>Office:</b> Madison BAL LLC / Dasmen Residential Street Address: 400 Rella Blvd, Ste 212 City/State/Zip: Suffern, NY 10901 Telephone Number: 888-583-3212 Facsimile Number: 205-718-7989	<b>Corporate Office:</b> 12405 Powerscourt Drive St. Louis, Missouri 63131 Attention: Legal Department – Operations  <b>Additional Legal Notice Address:</b> 6399 South Fiddler's Green Circle, Sixth Floor Greenwood Village, CO 80111 Attention: Legal Department – MDU
<b>Premises (or Property):</b> Premises Name: Madison Place Street Address: 850 Shoal Run Trail City/State/Zip: Birmingham, AL 35242 Telephone Number: (205) 991-0200 Property Type: Apartment Number of units: 276	
<b>Agreement Term:</b> 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 1 years unless either party provides written notice of termination not less than 6 months prior to the end of the Agreement Term then in effect.	
<b>Start Date:</b> 1/1/2018	<b>Expiration Date:</b> 12/31/2029
<b>Services:</b> 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"), Internet access services, and/or voice services.	
<b>Equipment:</b> All above-ground and underground coaxial cables, fiber optic lines, Internal Wiring, internal wiring conduit, amplifiers, customer premises equipment such as converters/receivers/set top boxes and modems ("CPE") and/or any and all other equipment or facilities necessary for, installed, and/or used by Operator (as originally installed in the Premises and as otherwise modified by Operator thereafter) to provide the Services pursuant to the provisions of this Agreement. The Equipment extends from the external boundary lines of the Premises up to and including the outlets in each unit.	
<b>Internal Wiring (subset of Equipment):</b> The internal cable wiring located within any building, (including "cable home wiring" and "home run wiring" as such terms are defined at 47 CFR §§ 76.5(l) and 76.800(d)) but excluding, without limitation, CPE, electronics, active components, and exterior Equipment.	
<b>Service Area:</b> The territory in which the Premises are located, for which Operator holds a franchise or other legal authority to provide Video Service and/or the Services to subscribers as of the Start Date and thereafter during the Agreement Term.	

2. **GRANT.** For and in consideration of the mutual promises, covenants and agreements set forth below, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Owner hereby grants Operator the (i) right to install, route, operate, improve, remove, service, repair and/or maintain its Equipment within the Premises, and (ii) the nonexclusive right to provide the Services within the Premises (including without limitation any buildings or units constructed on or added to the Premises hereafter) subject to the provisions of Section 4 herein. Capitalized terms used in this Agreement shall have the same meaning as specified in the "Basic Information" Section 1 above. The agreements of the Owner and Operator are set forth herein.

3. **SERVICES.** Operator shall have the nonexclusive right to offer (and to contract with) and the exclusive right to market directly to residents of the Premises ("Residents") who meet Operator's standard customer qualification standards, those Services that it may provide to the Premises. Operator reserves the right to adopt and implement new, improved, additional, modified or enhanced technology, features, services, CPE or capabilities at any time during the term of this Agreement. Operator will arrange for installations with and bill the Residents directly for Services provided to them. The rates Operator charges the Residents will be consistent with the residential rates Operator generally charges in the Service Area, as the same may change from time to time. Owner acknowledges that the Operator reserves the right to make changes to the programming comprising the Video Services available to the Premises as Operator may deem necessary or desirable in its sole discretion. The signal quality of the Video Services will meet or exceed any applicable standards prescribed by the Federal Communications Commission (the "FCC"). Operator shall have the sole discretion in the selection of programming that comprises the Video Service offered to Residents located in the Service Area (including Residents of the Premises) in accordance with applicable law.

4. **ACCESS.** With respect to the Services, Owner hereby grants and conveys to Operator the right of access to, across, under and over the Premises as necessary or desirable to route, install, maintain, improve, service and/or operate the Equipment and any of Owner's facilities and equipment used in connection with the provision and marketing of Services. Without limiting the foregoing, such rights of access to the Premises granted to Operator hereunder shall extend and apply to all common areas of the Premises. In addition to the other rights granted by Owner hereunder but without creating any additional termination rights, Owner hereby grants and conveys to Operator the right to enter the Premises upon termination of this Agreement in order to remove the Equipment from the Premises in accordance with and subject to the conditions and limitations set forth in Section 7.

Owner agrees that Operator may from time to time enter into various agreements or arrangements with its approved designees, agents or authorized vendors (collectively, the "Agents") and that access to the Premises granted by Owner pursuant to this Section will extend to such Agents.

5. **INTERNAL WIRING.** Operator hereby conveys all its right, title, and interest in and to the Internal Wiring to the Owner. For and in consideration of the mutual promises, covenants and agreements set forth in this Agreement (including specifically the aforementioned conveyance of Internal Wiring to the Owner), Owner represents that it has not granted and agrees that it will not (i) grant any other easements or rights that will physically interfere with the Operator's delivery of the Services including signal interference and/or the operation of the Equipment on and within the Premises or (ii) use or enable any other person/third party to use any portion of the Equipment (including the Internal Wiring) to provide services to the Residents. Notwithstanding, both parties acknowledge and agree that such commitment of Equipment-use exclusivity including use of the Internal Wiring is not intended to limit the rights of Residents to obtain services to the extent that they elect to do so (a) from a competing multi-channel video provider transmitting its signals directly to the



Residents *via* microwave or satellite without making use of the Owner's private property, the common areas of the Premises or the Equipment; (b) from any competing provider that has or is granted access to the Premises to provide services in competition with Operator's Services by the use of distinct facilities separate from the Equipment or Internal Wiring (subject to Section 18 "Marketing Privileges"); or (c) to the extent that such resident of the Premises has the right under applicable law to install the facilities of such competing provider within the boundaries of his/her property interest (provided that Owner shall in no event participate in or encourage the installation, provisioning, hook-up, or marketing of such competing services) For purposes of clarification, nothing in this Agreement shall be deemed to prevent Owner from granting another provider the right of access to the Premises to provide its services to Residents as long as such grant does not interfere with Operator's delivery of Services on the Premises and does not breach Operator's rights granted pursuant to this Agreement.

Notwithstanding any other provision set forth in this Agreement, should any part of this Section 5 be determined to be invalid, prohibited or otherwise no longer enforceable under applicable law, such invalid or unenforceable portion shall be stricken, and Operator shall have the immediate right to purchase the Internal Wiring back from the Owner for one dollar (\$1.00).

6. **EASEMENT.** Simultaneously with the execution of this Agreement Owner will sign before a notary an easement in the form of Exhibit A attached hereto and incorporated herein by reference. Owner agrees that the easement may be recorded at any time. This easement is in addition to the other access rights granted by this Agreement.

7. **EQUIPMENT.** Operator will install, route, maintain, improve, repair, service, remove from, and/or operate any Equipment it is using on the Premises in accordance with applicable law. To the extent any of the Equipment is owned by Owner in accordance herewith, Owner shall reimburse Operator with Owner's prior written approval for any maintenance thereof to the extent that the same necessitates full replacement of Equipment components and/or repairs of any component to the extent the cost of such repairs exceeds 50% of the value of such component(s). Any Equipment that is installed by Operator or Operator's predecessor(s)-in-interest (and for purposes of clarification, excluding Internal Wiring to the limited extent the same is conveyed to the Owner under Section 5), shall always be owned by and constitute the personal property of the Operator and shall not become a fixture of the Premises. Owner hereby agrees that Operator shall have and maintain exclusive use of all Equipment including the Internal Wiring during the Term hereof and any renewal term or period thereafter, and Owner (i) shall not grant any other provider of Services or like services, rights of access to or use of such Equipment or Internal Wiring and (ii) shall prohibit such other providers from accessing or using the same. Except for the Internal Wiring conveyed to the Owner under Section 5, neither Owner nor any resident of the Premises shall have any right, title or interest in the Equipment. Within ninety (90) days after the expiration or earlier termination of this Agreement (but without creating any additional termination rights hereunder), Operator shall be entitled to either remove the Equipment (in its entirety or in part but excluding the Internal Wiring conveyed to Owner under Section 5 or leave the Equipment in place (in its entirety or in part). Any Equipment left in place beyond the expiration of aforementioned 90-day period shall be considered abandoned, and title thereto shall revert to the Owner. In the event that Operator removes all or any part of the Equipment, Operator shall restore the Premises to as near as is reasonably possible to its condition prior to the removal, normal wear and tear excepted.

Except as otherwise provided in this Agreement, neither party shall be responsible for the maintenance or repair of cable, electronics, structures, equipment or other materials owned by the other party,

**provided**, however, that subject to the terms set forth in Section 14, each party shall be responsible to the other for any physical damage or harm such party causes to the other party's personal or real property through the damage-causing party's negligence or willful misconduct. Without limiting the foregoing, neither party will be liable for loss of or damage to the property of the other which occurred as a result of the occurrence of any Force Majeure Event, natural disaster or other casualty loss over which such other party has no control. Owner shall use commercially reasonable efforts to:

- i Safeguard the Equipment against others;
- ii Not add other equipment nor move, modify, disturb, alter, remove, interfere with, deny access to Operator or its Agents nor otherwise tamper with any portion of the Equipment (excluding the Internal Wiring);
- iii Not hire nor permit anyone other than personnel authorized by Operator acting in their official capacity to perform any work on the Equipment (excluding the Internal Wiring); and
- iv Not move nor relocate Equipment (excluding the Internal Wiring) to another location or use it at an address other than the Premises without the prior written consent of Operator.

Owner is prohibited from making or enabling any unauthorized connection to (*i.e.* without Operator's written authorization) or other tampering with the Services or Equipment (excluding the Internal Wiring), any of which shall be cause for (a) immediate disconnection/suspension of Services, (b) termination of this Agreement and/or (c) legal action in Operator's sole discretion, and Operator shall be entitled to recover from Owner any resulting damages, including, but not limited to, the value of any Services and/or Equipment obtained in violation of this provision in addition to reasonable collection costs including, but not limited to, reasonable attorneys' fees and court costs.

Without limiting Operator's exclusive use of the Equipment and Internal Wiring, should (A) an antenna, or signal amplification system for use in connection with communication equipment (now installed or hereafter installed on the Premises); (B) any Owner modification, move, disturbance, relocation of, and/or work on the Internal Wiring interfere with the Services provided by Operator hereunder; or (C) any use of the Internal Wiring by another provider of Services granted access to the Premises to provide its service interfere with the Services provided by Operator hereunder, Owner acknowledges and agrees that Owner has the affirmative obligation to completely and permanently eliminate such interference immediately upon knowledge thereof or notice from Operator. Operator shall not be obligated to distribute a quality signal to the Premises better than the highest quality which can be furnished as a result of such interference, until such time as the interference is eliminated or corrected by Owner or a third party.

Owner agrees that violation of this Section 7 will result in irreparable damage to Operator and that in the event of such violation, Operator shall have a right to injunctive or other appropriate equitable relief, in addition to any remedies available to Operator at law (including without limitation those available for breach of this contract by Owner).

**8. INSTALLATION REVIEW; SUBSEQUENT INSPECTION.** If applicable, Operator may perform an installation review of the Premises prior to installation of the Equipment or activation of the Services. Owner may be required to provide Operator with accurate site and/or physical network diagrams or maps of the Premises prior to the installation review. Operator may directly or through its agents inspect the Premises before beginning installation, and shall satisfy itself that safe installation and proper operation of the Equipment and the Services are possible in such location. If Operator, in



its sole discretion, determines that safe installation and/or activation of one or more of the Services will have negative consequences to Operator's personnel or the Equipment and/or cause technical difficulties to Operator or its customers, Operator may terminate this Agreement effective upon prior written notice to Owner or may require the Owner to correct the situation before proceeding with installation or activation of the Services.

In the event (i) proper operation of the Equipment and/or unhindered provision of the Operator's Services is no longer possible as a result of interference or obstruction caused by the acts or omissions of Owner, a third party or any Force Majeure Event, or (ii) such interference/obstruction or the cause thereof will have negative consequences to Operator's personnel or the Equipment and/or cause technical difficulties to Operator or its customers, as Operator may determine in its sole discretion, Operator may terminate this Agreement without liability upon written notice to Owner.

**9. AUTOMATIC DEFAULT.** Owner agrees during the term of the Agreement not to authorize, allow or provide bulk services on Premises from another provider. A violation of this Section is an automatic default of the Agreement.

**10. OWNER'S AGREEMENTS.** Owner shall provide without charge to Operator adequate space and services for placement of the Equipment (in locations mutually acceptable to the parties), right of access to the Equipment, and such additional rights of access, space and services as are necessary for Operator to provide the Services and to carry out the terms of this Agreement. Operator will have the right to make use of all existing poles, conduits, wiring and other facilities and equipment on the Premises that Owner owns or controls. At Operator's request, Owner, or a representative designated by Owner, will accompany Operator's employees or agents into any unoccupied residential unit for the purpose of installing Services and/or removing the Equipment.

**11. OWNER'S REPRESENTATIONS.** Owner represents and warrants to Operator that Owner is the legal owner of and the holder of fee title to or the owner of the controlling interest in the Premises; that no other person has or will be granted any rights in the Premises that conflict with Operator's rights under this Agreement, that there is no litigation pending or threatened pertaining to whether Owner has the right and/or authority to execute or enter into this Agreement or any like instrument, that Owner has the authority to execute, deliver and carry out the terms of this Agreement and that no additional consent, filing, notification, or approval (including approval of unit owners) is required in connection with the grant of rights set forth in this Agreement. The person signing this Agreement on behalf of Owner represents and warrants that he/she is Owner's authorized agent and has full authority to bind Owner to the terms and conditions of this Agreement.

**12. OPERATOR'S REPRESENTATIONS.** Operator shall maintain and service its Equipment and provide Services to the Residents as set forth herein. Operator represents and warrants that the Operator and its affiliates have all the necessary approvals, consents and governmental authorizations, licenses and permits to provide the Services and shall comply with all federal, state and municipal laws, orders rules and regulations applicable to the Equipment and the provision of Services. Operator will repair at its expense any damage to the Premises to the extent caused by the negligence or willful misconduct of Operator, its employees or Agents, normal wear and tear excepted.

**13. MANAGING AGENT OR HOMEOWNERS/CONDOMINIUM ASSOCIATION.** If this Agreement is executed by a managing agent, homeowner's association, or other entity other than the Owner, such entity hereby represents and warrants that it has the full authority to execute this Agreement on behalf of the underlying owner of the Premises.

**14. INDEMNITIES.** Each party shall indemnify, defend and hold harmless the other (and its employees, representatives and agents) against all liabilities, claims, losses, costs, damages and expenses resulting from its breach of any provision of this Agreement and from any injury to or death of any person (including injury to or death of their employees) or loss of or damage to tangible real or tangible personal property or the environment, but only to the extent that such liability, loss, damage or expense arises from any negligent act or omission, willful misconduct, breach of any representation or warranty made hereunder 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.

**15. UNAUTHORIZED USE.** In the event that Owner becomes aware of any unauthorized receipt of the Service on the Premises or any tampering with the Equipment (or any part thereof) by any individual or entity other than Operator, Owner shall promptly notify Operator and shall cooperate with Operator to promptly end such unauthorized receipt or tampering.

In the event that Operator becomes aware of any unauthorized receipt of the Service on the Premises or any tampering with the Equipment (or any part thereof) by any individual or entity other than Owner, Operator shall promptly notify Owner and shall cooperate with Owner to promptly end such unauthorized receipt or tampering.

**16. ASSIGNMENT.** This Agreement shall be binding upon the parties and their respective successors, transferees, and assigns and, in the case of Owner (and its successors, transferees and assigns) shall also be binding upon any managing agent or homeowner's association or other authorized representative duly empowered to act on behalf of Owner. This Agreement may be assigned by either party without the consent of the other party. An assignment by Owner shall not be valid hereunder nor release Owner from any obligations arising after such assignment unless and until the assignee in any such transaction assumes this Agreement in writing and Owner provides Operator with a copy of such written assumption by the transferee.

**17. NOTICES.** Any notice to be given under this Agreement shall be in writing sent by nationally recognized overnight courier service or postage prepaid by U.S. certified mail, return receipt requested, to each address for the affected party as set forth in the "Basic Information" Section above or to such other addresses as the parties may designate in writing by notice sent in accordance with this Section. Delivery of any notice shall be effective five (5) days after mailing *via* U.S. certified mail or on the date delivered or the date on which delivery is refused, declined, or attempted, if sent by overnight courier service. Neither party may change its address for purposes of receiving notice under this Agreement except by providing notice in accordance with this Section.

**18. MARKETING PRIVILEGES.** Operator shall have the exclusive right to market and promote the Services and any comparable services via digital means and portals on the Premises by means of distribution of printed and digital advertising materials and Service information, contacts, demonstrations of services, and direct sales presentations. Owner shall cooperate with Operator in all such promotions on an exclusive basis (including, without limitation, Operator provided information on Services in welcome and information packages for Residents and prospective Residents, supplying, at Operator's request, current lists of the mailing addresses of the Residents and allowing, at Operator's request, the display of advertising materials in common areas of the Property and on-site



promotional initiatives). Operator shall at all times conduct such promotional activities at reasonable times and in accordance with any applicable municipal ordinance. Owner shall use reasonable efforts to make available in the clubhouse or rental office or other similar location all current marketing publications pertaining to the Services, if such publications are provided to Owner by Operator and Owner shall not permit the distribution or publication of marketing materials or other promotional activities promoting alternative competitive services offered by other providers. If Operator installs WiFi access points at the Premises, Operator may promote the Premises as a WiFi access point in all forms of media, and shall have exclusive right to market the provision of WiFi at the Premises.

**19. TERMINATION.** Neither party may terminate this Agreement prior to the expiration of the then-current term except as otherwise stated herein. If either party fails to comply with the terms of this Agreement and such non-compliance is material, such non-compliance shall constitute a default by such party hereunder. In the event of a default by a party hereunder, the non-defaulting party may (i) terminate the Agreement on thirty (30) days prior written notice, unless the other party cures or commences to cure such breach during such thirty (30) day period and diligently proceeds with such cure (exercising commercially reasonable efforts); and/or (ii) bring an action against the defaulting party for damages or any other available legal or equitable remedies. Both parties acknowledge that damages resulting from any material breach by the other party of any of its obligations under this Agreement may be difficult to determine in any action at law and that any such default under this Agreement by a party shall cause the other irreparable injury and damage; and therefore, each party expressly agrees that in the event of a default under this Agreement, the non-defaulting party shall be entitled to injunctive and other equitable relief against the defaulting party, including without limitation, specific performance. If legal action is necessary to enforce any provision of this Agreement or any agreement relating hereto, the prevailing party in such action shall be entitled to recover its costs and expenses of prosecuting or defending against such action, including reasonable attorneys' fees and court costs. The rights and remedies herein shall be cumulative, and the exercise of one shall not preclude or act as a waiver of any other right or remedy. Resort to equitable relief shall not be construed as a waiver of any other rights or remedies which Operator may have for damages or otherwise. In the event of a termination by Operator in accordance with this provision, such termination shall not constitute a termination of the Operator's rights to have access to the Premises for the purpose of providing Services to the Residents thereof.

**20. WARRANTIES; LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, OPERATOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVISIONED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Notwithstanding anything to the contrary stated hereunder, neither party will be liable for any indirect, special, punitive or consequential damages, including, but not limited to, damages based on loss of service, revenues, profits or business opportunities.

**21. FORCE MAJEURE.** 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 (a "Force Majeure Event"), including (but not limited to) the following to the extent they are beyond the control of the applicable party: acts of God, weather, acts of public authority, war, riot, strike, work stoppages or failure or delays of utilities, suppliers or carriers, but in any event such nonperformance will be excused only for so long as such condition exists.



**22. MISCELLANEOUS PROVISIONS.** This Agreement supersedes any prior agreement between the parties with respect to the specific subject matter of this Agreement as applies to the Premises, and may not be amended except by a written agreement signed by the parties.

**23. MANDATORY ACCESS LAWS.** Notwithstanding anything to the contrary in this Agreement, if applicable laws require Owner to provide Operator with access to the Property for the provision of any Service, then Operator shall continue to be permitted to access and use all Equipment to provide its Services to the Property. Nothing in this Agreement shall operate as, or be construed to be, a waiver of any rights that Operator may have under such access laws, and all such rights are hereby reserved by Operator.

**24. JURISDICTION.** This Agreement shall be governed by federal law and the laws of the state in which the Premises are located (excluding said state's choice of law provisions).

**25. SEVERABILITY.** If any one or more of the provisions (or any portion thereof) of this Agreement are found to be invalid, illegal or unenforceable in any respect, such invalid provision (or portion thereof) shall be severed from this Agreement to the limited extent of such invalidity/unenforceability, and the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected or impaired in any way.

**26. EFFECTIVENESS.** This Agreement shall not be considered an offer and shall not be binding upon Operator until it is duly signed by both parties where indicated below.

**27. ADDENDA AND EXHIBITS.** This Agreement shall consist of this document and any schedules, and exhibits or addenda (upon execution thereof by the parties), all of which are incorporated herein and made a part hereof.

**28. GOVERNANCE.** Subject to Section 25 hereof, each provision of this Agreement shall be given full force and effect.

**29. NO THIRD PARTY BENEFICIARIES.** The parties agree that the terms of this Agreement and the parties' respective performance of obligations hereunder are not intended to benefit any person or entity not a party to this Agreement, that the consideration provided by each party under this Agreement only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require the performance hereunder by either of the respective parties hereto.

**30. WAIVER.** Any waiver by any party of any breach of any kind or character whatsoever by any other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement on the part of the other party or parties. No course of dealing or performance between the parties, nor any delay in exercising any rights or remedies or otherwise, shall operate as a waiver of any of the rights or remedies of any party.

**31. REIMBURSEMENT OF CAPITAL.** In the event that the Operator is prohibited from or is unable to (a) install its Equipment at or connecting to the Premises and/or (b) connect with or use the Internal Wiring and/or (c) provide its Services to the Premises for any lawful reason, including breach of the Agreement by Owner, Operator may terminate this Agreement and, in such event, the Owner will reimburse the Operator, as Owner's sole liability hereunder, for the installation costs (including

labor) incurred by Operator up to the date that Operator's installation of Equipment or Service deployment was halted; provided however that the Operator's maximum reimbursement under this paragraph is prorated over the term of the Agreement and capped at \$377,993.05. Owner shall make such reimbursement payment to Operator within sixty (60) days following Owner's receipt of Operator's invoice. Upon request, Operator shall provide reasonable supporting documentation for the costs that are being reimbursed.



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)  
B. LYNN DODSON  
Printed Name: Joe Varello

Title: VP, Spectrum Community Solutions

Date: 1-8-18

**OWNER:**

Madison BAL LLC

By: \_\_\_\_\_

(Signature)  
Printed Name: Sean Landsberg

Title: Vice President of Operations

Date: 12/19/17

Email: seanl@dasmenresidential.com

EXHIBIT “A”

GRANT OF EASEMENT  
(attached)



GRANT OF EASEMENT

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Charter Communications

Attn: \_\_\_\_\_

Kenneth Alexander  
3140 W. Arrowood Rd  
Charlotte, NC 28273

Above for recorders use only

THIS GRANT OF EASEMENT is made effective as of November 30, 2017, by and between Madison BAL LLC ("Owner") and Marcus Cable of Alabama, LLC ("Operator"). The parties agree as follows:

1. **PREMISES.** Owner's property, including the improvements thereon (the "Premises"), is located at the street address of 850 Shoal Run Trail, Birmingham, AL 35242 with a legal description as set forth on Attachment 1 to this Exhibit.
2. **GRANT OF EASEMENT.** For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner grants and conveys to Operator a perpetual, irrevocable, nonexclusive easement across, under, over, within and through the Premises (and the improvements now or hereafter located thereon), as necessary or desirable, for the routing, installation, maintenance, improvement, service, operation and removal of wiring and equipment used in the provision of multi-channel video television programming and other communication services that Operator may lawfully provide to the Premises, and of the marketing and provision of such services. Such easement shall be for the additional use and benefit of Operator's designees, agents, successors and assigns.
3. **BINDING EFFECT.** The benefits and burdens of this GRANT OF EASEMENT shall run with the land and shall bind and inure to the benefit of the parties and their respective successors and assigns.
4. **SUPPLEMENT.** This Grant of Easement shall serve to supplement the terms and conditions of that certain Nonexclusive Installation and Service Agreement between the parties with an Effective Date of January 1, 2018 ("Agreement"). This Grant of Easement shall be coterminous with the term of the Agreement and any subsequent renewals.

**OPERATOR:**

Marcus Cable of Alabama, LLC

By: Charter Communications, Inc., its Manager

By: \_\_\_\_\_

(Signature)

Printed Name: Joe Varello

Title: VP, Spectrum Community Solutions

Date: \_\_\_\_\_

1-8-18

**OWNER:**

Madison BAL LLC

By: \_\_\_\_\_

(Signature)

Printed Name: Sean Landsberg

Title: Vice President of Operations

Date: \_\_\_\_\_

12/19/17

Email: seanl@dasmenresidential.com



**Attachment 1 to Grant of Easement**  
[Owner to insert legal description of Premises]

**LEGAL DESCRIPTION**

Lot 2, according to the Survey of Shoal Run, as recorded in Map Book 9, page 130, in the Probate Office of Shelby County, Alabama; together with rights in and to that certain ingress and egress easement dedicated by said map, being further described as:

The following is a legal description by metes and bounds of Lot 2 Shoal Run as recorded in Map Book 9, page 130, in the Office of the Judge of Probate in Shelby County, Alabama; thence begin at the Southeast corner of said Lot 2 and run in a Westerly direction along the South line of said Lot for a distance of 1333.86 feet; thence turn an angle to the right of 90°48'30" and run in a Northerly direction along the West line of said Lot 2 for a distance of 826.10 feet to a point on the Southeasterly right of way line of Alabama Highway No. 119; thence turn an angle to the right of 22°30'50" and run in a Northeasterly direction along said highway right of way line for a distance of 289.49 feet; thence turn an angle to the right of 90°00'00" and run in a Southeasterly direction for a distance of 34.13 feet to the point of beginning of a curve to the right, said curve having a central angle of 21°56'00" and a radius of 430.00 feet; thence run in a Southeasterly direction along the arc of said curve for a distance of 164.61 feet to the point of tangent; thence run in a Southeasterly direction along said tangent for a distance of 69.46 feet to the point of beginning of a curve to the left, said curve having a central angle of 16°20'00" and a radius of 557.46 feet; thence run in a Southeasterly direction along arc of said curve for a distance of 158.92 feet to the point of beginning of a curve to the left, having a central angle of 32°50'00" and a radius of 319.72 feet; thence run in a Southeasterly direction along arc of said curve for a distance of 182.19 feet to the point of tangent; thence run in a Southeasterly direction along said tangent for a distance of 137.26 feet to the point of beginning of a curve to the right, said curve having a central angle of 39°51'00" and a radius of 375.00 feet; thence run in a Southeasterly direction along the arc of said curve for a distance of 260.82 feet to the point of tangent; thence run in a Southeasterly direction along said tangent for a distance of 74.69 feet to the point of beginning of a curve to the right, said curve having a central angle of 02°39'20" and a radius of 2157.20 feet; thence run in a Southeasterly direction along arc of said curve for a distance of 99.98 feet to the point of tangent; thence run in a Southeasterly direction along said tangent for a distance of 224.22 feet; thence turn an angle to the right of 52°15'30" and run in a Southerly direction for a distance of 496.96 feet to the point of beginning.

STATE OF NY )  
COUNTY OF Rockland )

On 12/19/17 before me, Sean Landsberg, 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.

ESTHER KAGAN  
NOTARY PUBLIC-STATE OF NEW YORK  
NO. 01KA6318726  
QUALIFIED IN ROCKLAND COUNTY  
MY COMMISSION EXPIRES 02-02-2019

Signature Esther Kagan Expiration Date 02/02/19

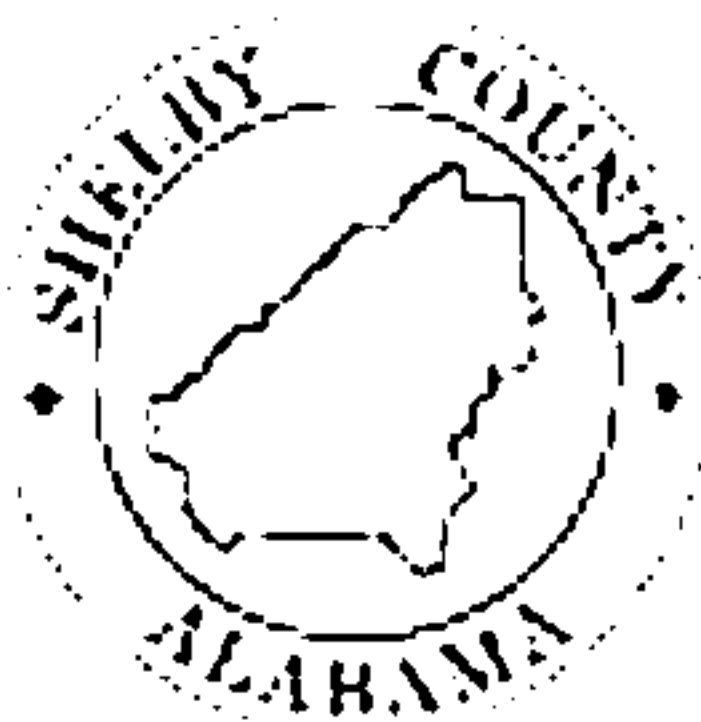
STATE OF North Carolina )  
COUNTY OF Mecklenburg )

On 1-8-18 before me, R. Lynn Dodson, 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.

KENNETH W. ALEXANDER  
NOTARY PUBLIC  
Cabarrus County  
North Carolina  
My Commission Expires October 7, 2019

WITNESS my hand and official seal.

Signature Kenneth W. Alexander Expiration Date 10-7-19



Joe Varello