# EASEMENT AND MEMORANDUM OF AGREEMENT

DOCUMENT PREPARED BY:

Charter Communications

13 40 Balantyne Corporate Pl

Su te 5

Charlotte, NC 28277

Kind Robles

AFTER RECORDING, RETURN TO:

Charter Communications
Attention: Sales & Marketing
c/o Kim Robles
13840 Ballantyne Corporate Pl
Suite 5
Charlotte, NC 28277

VALUE EQUALS \$500.00

## CONFIDENTIAL

#### **GRANT OF EASEMENT**

RECORDING REQUESTED BY A	ND
WHEN RECORDED MAIL TO:	

**Charter Communications** 

Attn: Calda Jacobs

Address: 400 Atlantic Street

Stamford, CT 06901

Above for recorders use only

THIS GRANT OF EASEMENT is made effective as of December 7, 2018, by and between Redwood Development Company, Inc. ("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 101 Skyview Dr., Montevallo, AL 35115 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 an 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. Operator agrees that for any underground cabling or fiber installed will be within ten (10) feet either side of the conduit. Such easement shall be for the additional use and benefit of Operator's designees, agents, successors and assigns.
- 3. RESTORATION OF PROPERTY. In the event the Operator makes any excavation on said Premises of Owner, or Operator removes any equipment at the termination of this Agreement, Operator shall repair the same in such manner and will cause the least injury to the surface of the ground around such excavation and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.
- 4. 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 December 7, 2018, ("Agreement"). This Grant of Easement shall be coterminous with the term of the Agreement and any subsequent renewal.

## CONFIDENTIAL

OPERATOR:	OWNER:
Marcus Cable of Alabama, LLC_	Redwood Development Company, Inc.
By: Charter Communications, Inc., its Manager	
By: (Signature)	By: (Signature)
Printed Name: R. Lynn Dodson	Printed Name: Hiliary Henderson
Title: VP. Spectrum Community Solutions	Title: President
Date: /////	Date: 12/18/18

### CONFIDENTIAL

on the 18th 2018 before me, Hillian Mandoch, 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 A

SHANEL JOSEPH
Notary Public
Alabama State at Large
My Commission Expires Feb 28, 2022

STATE OF NS

COUNTY OF

n - 1 - 2 - 19 before me

2 Lynn Dools on 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.

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

Signatur

17 | Page

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

A PARCEL OF LAND LOCATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, WITH A SITUS ADDRESS OF ,AL CURRENTLY OWNED BY REDWOOD DEVELOPMENT CO INC HAVING A TAX ASSESSOR NUMBER OF 38-2-03-1-002-011-000 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS COMINTER E LN W1/2 NE1/4 & N ROW HWY 25 W250 TO POB CON W272.2 ALG ROW N730 NE291.7 ALG R/R S874 TO POB AND DESCRIBED IN DOCUMENT NUMBER 198830 DATED 05/07/1999 AND RECORDED 00/1999.

Assessor's Parcel 8:

35-2-03-1-002-011-000



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/29/2019 12:54:55 PM
\$27.50 CHARITY
20190129000029990

Clerk
Shelby County, AL
01/29/2019 12:54:55 PM