

20191008000370850
10/08/2019 02:51:51 PM
AGREEMNT 1/6

RECORDING REQUIRED BY AND
WHEN RECORDED MAIL TO:

Charter Communications }
Attn: Spectrum Community Solutions }
Address: 120 East 23rd Street, 9th Floor }
New York, NY 10010 }
Phone Number: _____ }

Above for recorders use only

Memorandum of Agreement

TITLE: Grant of *Easement License* (circle one) to a Telecommunications Service Provider*

GRANTEE: Spectrum Southeast, LLC

GRANTOR: Mid-America Apartments, L.P.

ADDRESS OF GRANTOR PROPERTY: 1000 Riverchase Trail, Hoover, AL,
35244

CONSIDERATION: \$1.00

*This easement/license is for a provider of telecommunications service as defined in NY Statutes 186-e(1) with consideration of less than \$2.00 and is exempt from the obligation to file TP584.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this **Memorandum**) is executed as of August 21, 2019 by Spectrum Southeast, LLC, a Delaware limited liability company (**Company**), and Mid-America Apartments, L.P., a Tennessee limited partnership (**Owner**), to provide public notice that Owner and Company have entered into a Bulk Service Agreement (the **Agreement**) of even date herewith, covering the real property more particularly described in **Exhibit A** attached to this Memorandum (the **Premises**), whereby Owner granted certain rights to Company, including without limitation the right (subject to applicable laws and the express provisions of the Agreement) to provide and market certain Marketed Services (as defined in the Agreement) over the hybrid fiber-coax system defined as the Services Delivery System in the Agreement at the Premises.

Under the Agreement, Owner granted to Company a non-exclusive easement to enter on, in, over, under, across, and through necessary portions of the Premises and all improvements now or hereafter located on the Premises for the sole purpose of constructing, installing, owning, operating, inspecting, maintaining, removing, and soliciting subscribers for the use and operation of a Distribution Plant (as defined in the Agreement) on the Premises to enable residents of the Premises and Owner to receive the Services. During the term of the Agreement, Company shall (i) own and have the exclusive right to access, control, and operate the Distribution Plant, (ii) have the exclusive right to use the Distribution Plant Conduit, and home run wiring (as defined in the Agreement, and (iii) have the right to use the Inside Wiring Conduit (as defined in the Agreement) and the cable home wiring (as defined in the Agreement) as set forth in the Agreement. Other than the Conduit and the distribution wiring components located within the buildings on the Premises, which are or shall become the property of Owner in accordance with the terms of the Agreement, the Distribution Plant is not, and shall not be deemed to be, affixed to or a fixture of the Premises. Ownership and removal of the Distribution Plant (excluding the aforementioned Distribution Plant Conduit and distribution wiring located within buildings) after the expiration of the Agreement shall be pursuant to the Agreement. The easement and other rights granted to Company run with the title to the Premises and are binding on Owner and on all subsequent owners of the Premises, as well as on others who may claim an interest in the Premises.

This Memorandum terminates ninety (90) days after the expiration or any earlier termination of the Agreement. The 90-day continuation period is solely for the purpose of allowing Company to remove the portions of the Distribution Plant owned by Company from the Premises if it is entitled to do so under the Agreement. Company shall execute and deliver to Owner a recordable release of this Memorandum within 10 days of receiving Owner's request for the same, after the expiration or any termination of the Agreement. This obligation survives the expiration or any termination of the Agreement.

Nothing in this Memorandum modifies in any way any of the terms of the Agreement.

Company, individually and on behalf of any predecessors in interest, waives and releases all rights, if any, granted to Company or any predecessors in interest under any previous easement or memoranda of agreement that relate to the provision of Company's services to the Premises, including but not limited to

that certain Nonexclusive Installation and Service Agreement and Grant of Easement, both dated October 21, 2013, by and between G & I V Riverchase LLC, a Delaware LLC (Owner's predecessor-in-interest), and Marcus Cable of Alabama, LLC (Company's predecessor-in-interest).

[Signature Pages Follow]

OWNER:

Mid-America Apartments, L.P.,
a Tennessee limited partnership

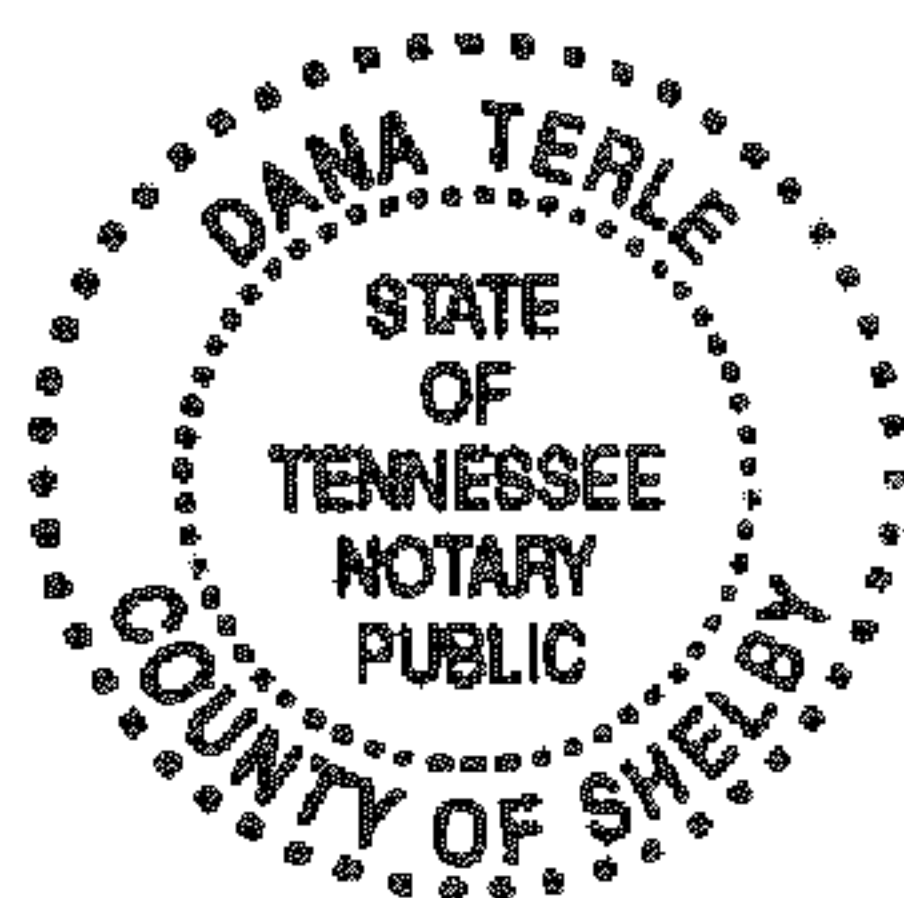
By: Mid-America Apartment Communities, Inc.,
a Tennessee corporation,
its general partner

By: Thomas L. Grimes
Name: Thomas L. Grimes, Jr
Title: FEUP - COO

STATE OF Tennessee)
COUNTY OF Shelby)

On the 21st day of August, 2019, before me, Dana Terle,
Notary Public, personally appeared Thomas L. Grimes, known to me or proved to
me on 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.




Dana Terle
Notary Signature
Dana Terle, Notary Public
(Print Name)
My commission expires: 3-9-23

COMPANY:

Spectrum Southeast, LLC,
a Delaware limited liability company

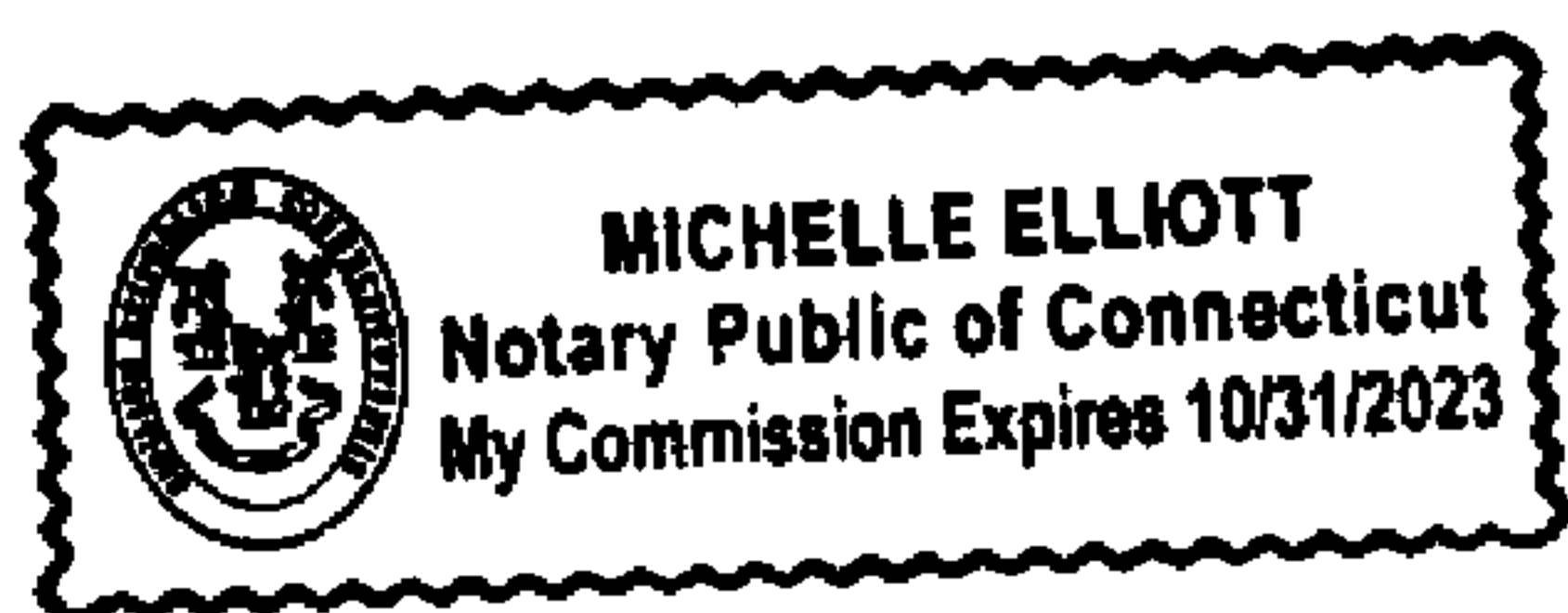
By: Charter Communications, Inc.,
a Delaware corporation,
its Manager

By: 
Name: Gavin Deakin
VP, SCS Sales Ops
Title: _____

STATE OF Conn)
COUNTY OF Fairfield)

On the 13th day of Sept, 2019, before me, Michelle Elliott,
Notary Public, personally appeared Gavin Deakin, known to me or proved to
me on 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.



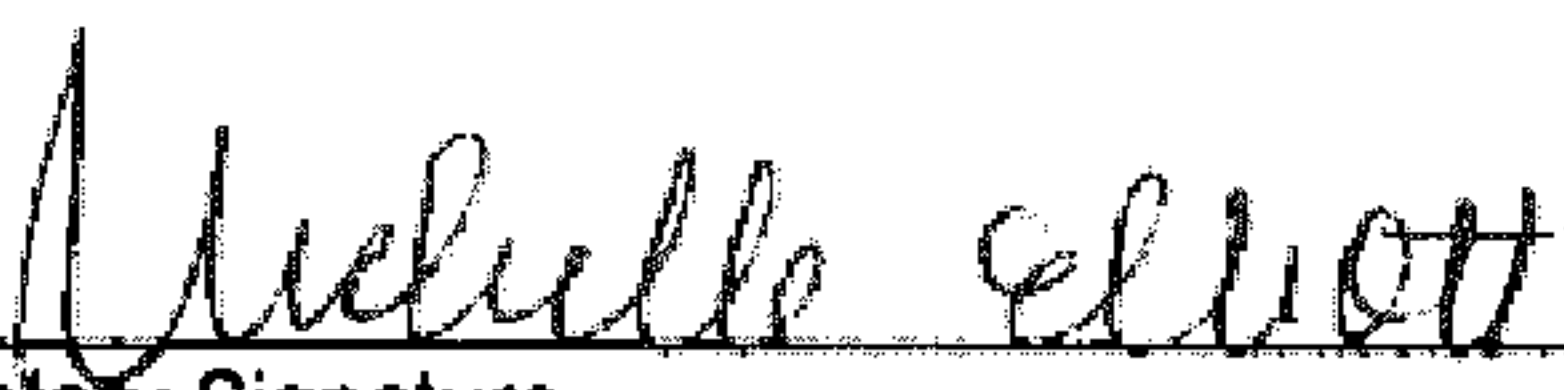

Notary Signature
Michelle Elliott, Notary Public
(Print Name)
My commission expires: 10/31/23

EXHIBIT A
to Memorandum of Agreement

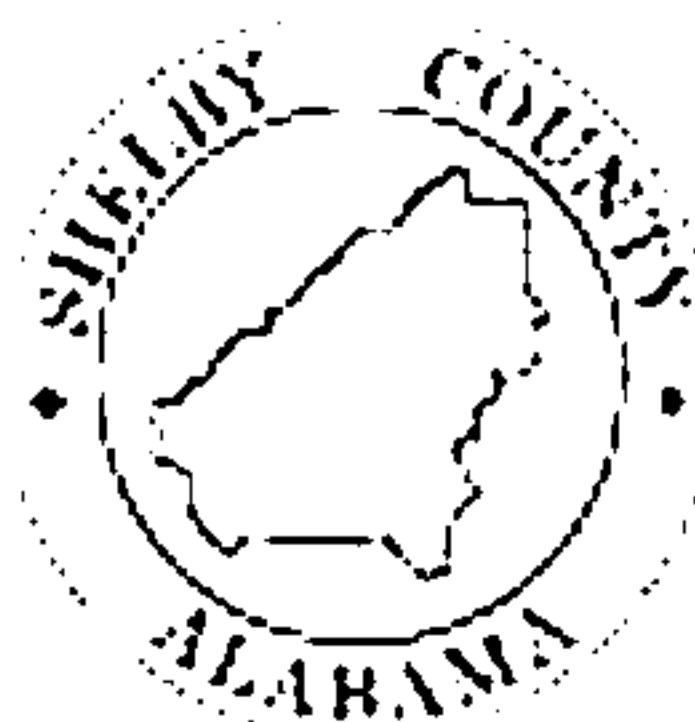
LEGAL DESCRIPTION OF THE PREMISES

Lot 1, according to the Survey of Southwood Park Estates, Second Addition to Hoover, as recorded in Map Book 17, Page 90, in the Probate Office of Shelby County, Alabama.

Charter Bulk Services Agreement – Colonial Grand at Riverchase Trails
MAAC - Riverchase Trails - Charter Memorandum of Agreement - 20190820 1248 FINAL.docx

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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/08/2019 02:51:51 PM
\$37.00 CHARITY
20191008000370850

Allen S. Bayl