

MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Charter Communications
Attn: SCS-OS
Address: 7820 Crescent Executive Dr., 2nd Floor
Charlotte, NC 28217

Above space for recorder's use only

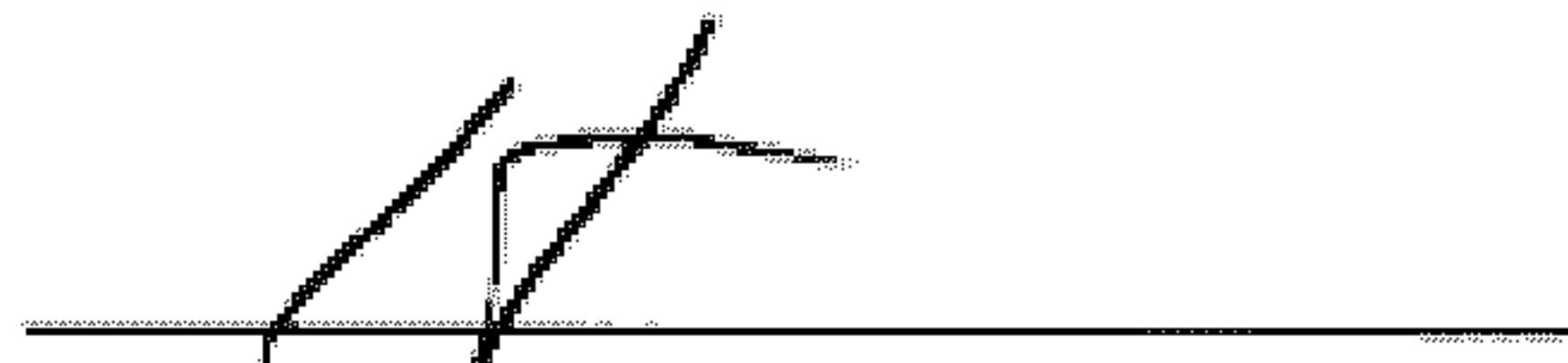
This Memorandum of Agreement ("MOA") is entered into by the "Owner" and "Operator" set forth in the signature blocks below, effective as of the date Operator signs this MOA.

1. **Agreement and Property.** Concurrently with this MOA, Owner and Operator have entered into a Communications Network and Services Agreement (the "Agreement") relating to the property described in Property Address and Legal Description attached to this MOA (including all improvements now or hereafter located thereon)(the "Property"). The Agreement and MOA are integrally related and coterminous (as further described below). Because any acquiror of the Property is obligated to assume the Agreement, such acquiror should request a copy of the Agreement from Owner for its review.
2. **Grant of Access; Recording.** In consideration of the covenants and agreements in the Agreement and as such may be amended between Owner and Operator from time to time, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Owner and Operator, Owner hereby grants and conveys to Operator and its Authorized Representatives (as defined in the Agreement) a nonexclusive easement across, under, over, within and through the Property, as necessary for Operator to perform its obligations under the Agreement, including the right, on an exclusive or nonexclusive basis as set forth in the Agreement, to (a) install, operate, use, maintain, repair, upgrade, replace and/or remove the System (defined hereafter) to as permitted by the Agreement; and (b) to offer, provide and market any services that Operator can provide to the Property ("Services") as permitted by the Agreement. "System" means conduit, wiring (such as fiber, coaxial cable, category of performance wiring, copper, etc.), hardware (such as wireless access points, gateways, switches, routers, amplifiers, etc.), software, facilities (such as building entrance facilities, vaults, above-ground enclosures, pedestals, lockboxes, etc.) equipment, rooftop antennas, and all other network infrastructure installed, upgraded and/or used by Operator at the Property to provide the Services. Operator may record this MOA in the public records at any time.
3. **Term; System Removal.** The easement granted in this MOA touches and concerns the Property, runs with the land (and title to the Property), and is binding on Operator, Owner, all subsequent acquirors of the Property, others who may claim any interest in the Property, and all of the foregoing parties' successors and assigns. The easement granted in this MOA, unless terminated earlier as permitted by the Agreement, automatically terminates on the date that is six months after Operator has ceased using the System to provide any Services at the Property (the "Term"). Notwithstanding the foregoing, after the Term, Operator shall have an additional 60-day period to access the Property to remove or dispose of the System as permitted by the Agreement.

4. **Other Terms.** This MOA includes adequate space for Operator to place its System components in locations mutually acceptable to Owner and Operator. Any Pathways where the System is to be located that are owned by Owner or a third party shall, as between Owner and Operator, be owned by Owner, and Owner hereby grants to Operator the nonexclusive right to access, use, and maintain such Pathways. "Pathways" means all conduits, poles, moldings, risers, raceways, shafts, rooftops and similar pathways and areas at the Property where the System is or will be installed. If Owner is an association (such as a homeowners' association, condominium owners' association, etc.) or cooperative and only has the authority to provide Operator with access to the common areas of the Property, then the easement granted in this MOA automatically shall be limited to such common areas. If any unit owner or occupant does not provide Operator with access to their unit to install, maintain and operate the System, Operator shall have no obligation to perform any of its obligations under the Agreement with respect to such unit (including providing Services). Owner may grant other rights of access to the Property, but will not allow such other grants to interfere with the easement granted to Operator or Operator's use of the System. Operator shall have 24x7 access to the System to address emergency conditions (such as to correct a hazardous condition or general Service outage). Operator shall conduct all routine work at the Property (such as installations, disconnections, routine maintenance, testing, etc.) during normal and reasonable working hours established by Owner for the Property. At either party's request, an Owner Authorized Representative will accompany Operator's Authorized Representatives while accessing the Property. Notwithstanding termination of the Agreement or any contrary provision in the Agreement, if Laws (as defined in the Agreement) require Owner to provide Operator with access to the Property for the provision of any Service, then (a) Operator shall continue to own and be permitted to access and use any System components to provide Services to the Property; and (b) any System ownership and removal rights shall apply at such time as Laws no longer provide for Operator's access to the Property. Nothing in this paragraph shall operate as, or be construed to be, a waiver of any rights that Operator may have under any Laws, and all such rights are hereby reserved by Operator. Owner shall not (a) enter into any bulk-billed, bulk-provision (regardless of whether for a fee), bulk or volume discount, Owner-guaranteed payment, Owner-subsidized (such as a construction reimbursement or subsidy), flat rate, or any other similar arrangement with any other provider at the Property for services similar to the Services; or (b) sell, resell, or distribute the Services to any third party (including Property occupants) except as specifically permitted by the Agreement.

Fee Owner:

Hoover AL Investors, LLC



Signature

Hunter D. Smith

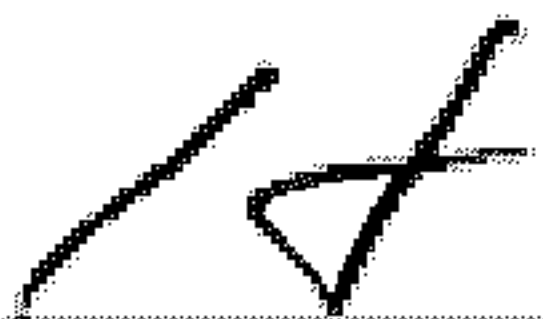
Printed Name

Managing Member

Title

Lessee:

Hoover Operations, LLC



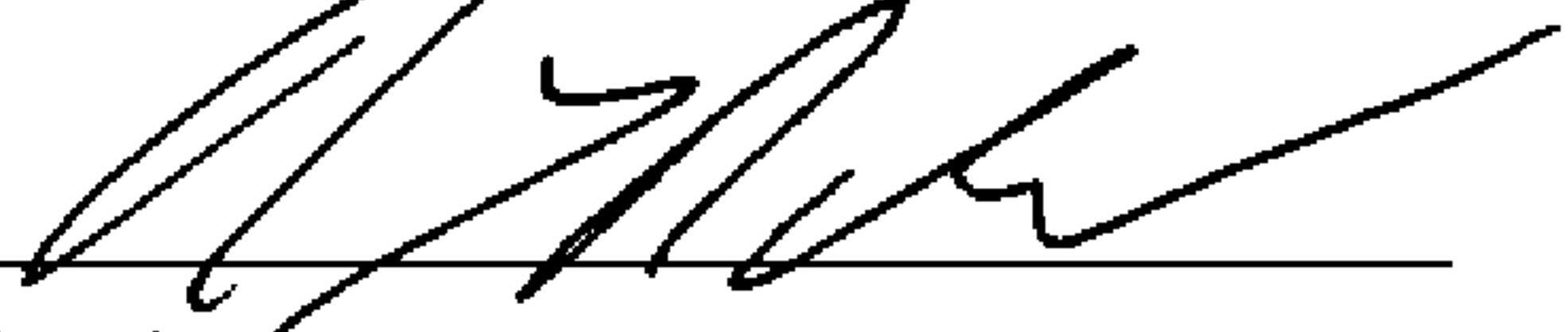
Signature

Hunter D. Smith
Printed Name

Managing Member
Title

Spectrum Southeast, LLC

By: Charter Communications, Inc., its Manager

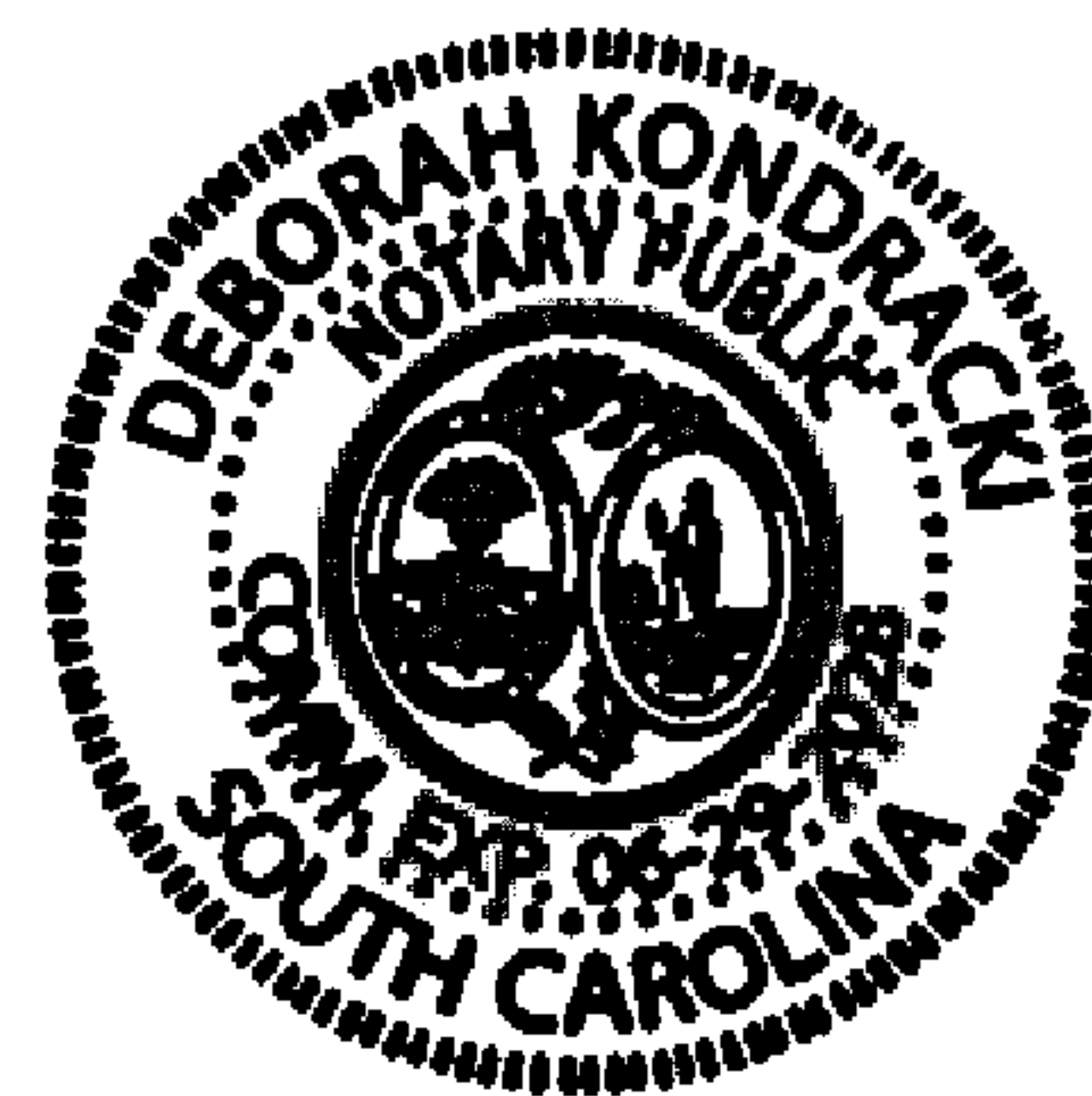


Signature

R. Lynn Dodson
Printed Name

VP, Spectrum Community Solutions
Title

10/4/21
Effective Date



STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

On 23-September, 2021, before me, Hunter D. Smith,
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: [Signature]
Date: Sept. 23, 2021

Expiration 06-29-2028

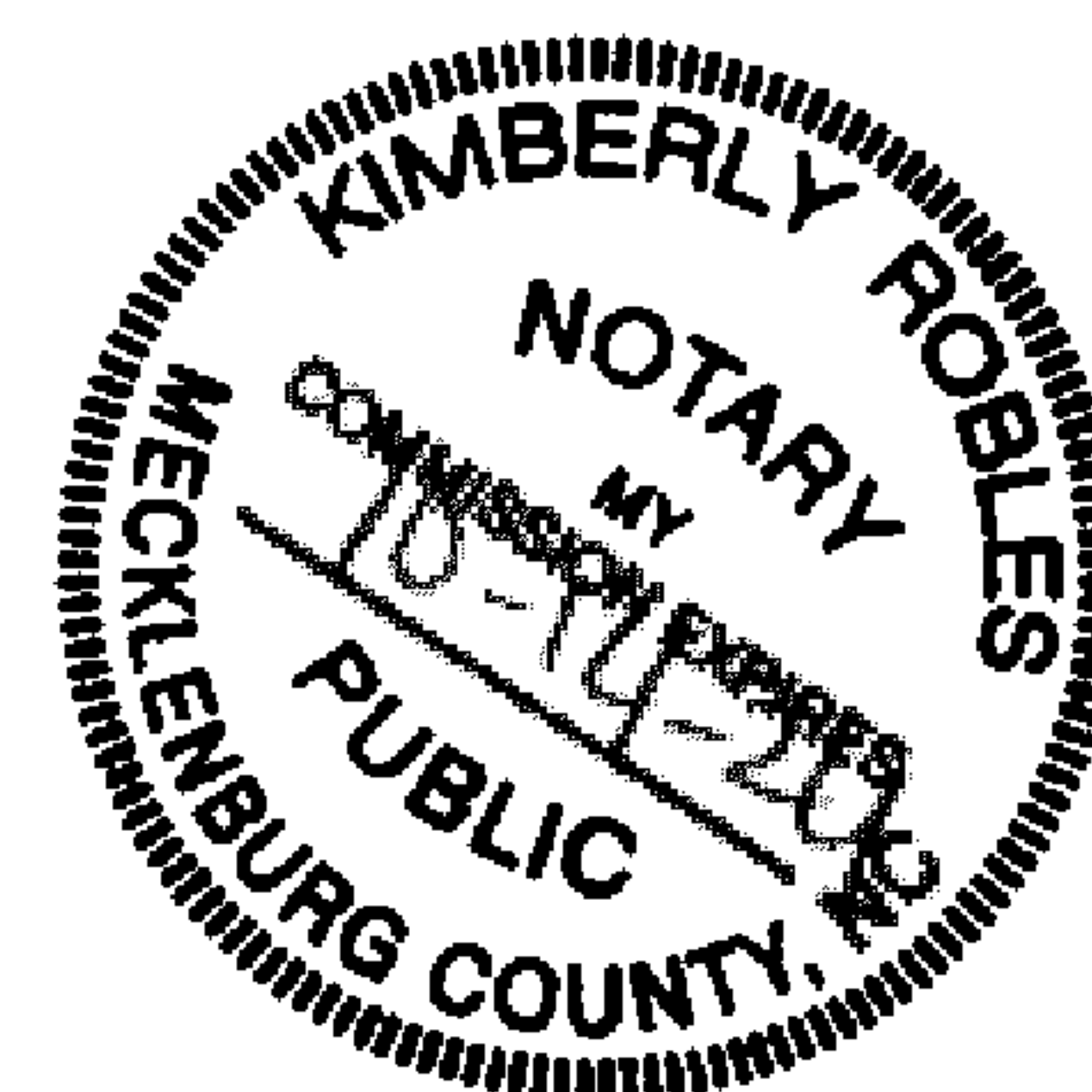
STATE OF NC
COUNTY OF Mecklenburg

On October 4, 2021 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.

WITNESS my hand and official seal.

Signature: [Signature]
Date: 10-14-21
(10)

Expiration



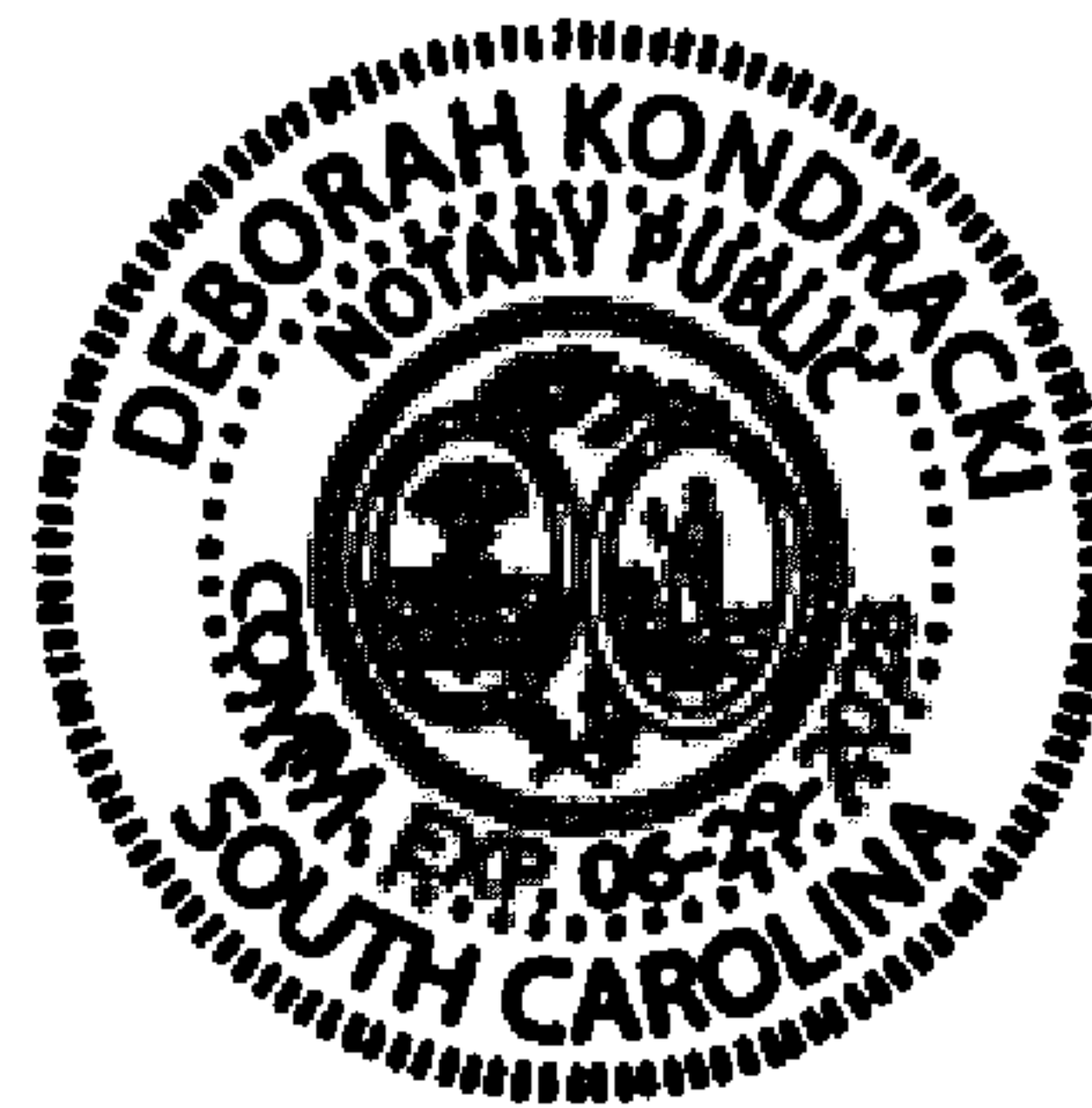
STATE OF SOUTH CAROLINA

COUNTY OF Charleston

On 23-September, 2021, before me, Hunter D. Smith,
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: [Signature] Deborah Kondracki Expiration 06-29-2028
Date: September 23, 2021



20211005000484790 10/05/2021 09:57:38 AM AGREEMNT 6/9

Property Address and Legal Description

2171 Parkway Lake Dr Hoover, AL 35244

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1

Part of the SW 1/4 of Section 19, and part of the NW 1/4 of Section 30, both in Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

From an existing iron rebar being at a point of intersection with the East right of way line of U.S. Highway No. 31 and the North right of way line of Parkway Lake Drive, as shown on a map of Parkway Lake Drive Relocation as recorded in Map Book 30, Page 61 in the Office of the Judge of Probate, Shelby County, Alabama, run in an Easterly direction along the North right of way line of said Parkway Lake Drive for a distance of 120.24 feet to an existing iron rebar being the point of beginning; thence turn an angle to the left of 94 degrees 20 minutes 50 seconds and run in a Northerly direction for a distance of 141.17 feet to an existing iron rebar; thence turn an angle to the left of 1 degree 08 minutes 07 seconds and run in a Northerly direction for a distance of 110.40 feet; thence turn an angle to the right of 53 degrees 18 minutes 50 seconds and run in a Northeasterly direction for a distance of 35.78 feet; thence turn an angle to the right of 25 degrees 40 minutes 42 seconds and run in a Northeasterly direction for a distance of 34.66 feet; thence turn an angle to the left of 12 degrees 16 minutes 36 seconds and run in a Northeasterly direction for a distance of 57.09 feet; thence turn an angle to the left of 43 degrees 20 minutes 33 seconds and run in a Northeasterly direction for a distance of 64.60 feet; thence turn an angle to the left of 118 degrees 19 minutes 41 seconds and run in a Westerly direction for a distance of 99.82 feet; thence turn an angle to the right of 21 degrees 40 minutes 26 seconds and run in a Northwesterly direction for a distance of 35.52 feet; thence turn an angle to the right of 58 degrees 03 minutes 11 seconds and run in a Northwesterly direction for a distance of 34.09 feet; thence turn an angle to the right of 11 degrees 38 minutes 07 seconds and run in a Northerly direction for a distance of 15.82 feet to a point of intersection with the East right of way line of U.S. Highway No. 31; thence turn an angle to the right of 9 degrees 13 minutes 37 seconds and run in a Northeasterly direction along the East right of way line of said U.S. Highway No. 31 for a distance of 123.48 feet to an existing iron rebar; thence turn an angle to the right of 83 degrees 40 minutes 55 seconds and run in an Easterly direction for a distance of 628.01 feet to an existing iron rebar being on the West right of way line of Parkway Lake Drive and being in a curve, said curve being concave in a Westerly direction and having a central angle of 9 degrees 54 minutes 46 seconds and a radius of 691.60 feet; thence turn an angle to the right (85 degrees 09 minutes 01 seconds to the chord of said curve) and run in a Southerly direction along the West right of way line of said Parkway Lake Drive and along the arc of said curve for a distance of 119.65 feet to an existing iron rebar; thence continue in a Southerly direction along a line tangent to the end of said curve and along the West right of way line of said Parkway Lake Drive for a distance of 16.51 feet to an existing iron rebar and the point of beginning of a new curve, said latest curve being concave in an Easterly direction and having a central angle of 2 degrees 56 minutes 26 seconds and a radius of 360.34 feet; thence turn an angle to the left and run in a Southerly direction along the West right of way line of said Parkway Lake Drive and along the arc of said curve for a distance of 18.49 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (86 degrees 17 minutes 50 seconds from the Chord of last mentioned curve) and run in a Westerly direction for a distance of 10.48 feet to an existing iron rebar set by Laurence D. Weygand and being on the curved Westerly right of way line of Parkway Lake Drive, said curve being concave in a Northeasterly direction and having a central angle of 27 degrees 47 minutes 33 seconds and a radius of 443.10 feet; thence turn an angle to the left (103 degrees 57 minutes 41 seconds to the chord of said curve) and run in a Southerly and Southeasterly direction along the arc

of said curve and along the West right of way line of Parkway Lake Drive for a distance of 214.93 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the right (55 degrees 01 minutes 55 1/2 seconds from last mentioned chord) and run in a Southwesterly direction along the West right of way line of Parkway Lake Drive for a distance of 104.50 feet to an existing iron rebar and to a point on a curve, said curve being concave in a Southeasterly direction and having a central angle of 6 degrees 29 minutes 08 seconds and a radius 777.04 feet; thence turn an angle to the right (36 degrees 52 minutes 42 seconds to the chord of said curve) and run in a Southwesterly direction along the arc of said curve and along the Northwest right of way line of Parkway Lake Drive for a distance of 87.96 feet to an existing iron rebar; thence run in a Southwesterly direction along the Northwest right of way line of said Parkway Lake Drive for a distance of 178.87 feet to an existing iron rebar being the point of beginning of a new curve, said latest curve being concave in a Northerly direction, having a central angle of 21 degrees 54 minutes 12 seconds and a radius of 894.01 feet; thence turn an angle to the right and run in a Southwesterly and Westerly direction along the arc of said curve and along the North right of way line of Parkway Lake Drive for a distance of 341.77 feet to an existing iron rebar; thence turn an angle to the right (46 degrees 01 minutes from the chord of last mentioned curve) and run in a Northwesterly direction along the North right of way line of Parkway Lake Drive for a distance of 83.08 feet to an existing iron rebar; thence turn an angle to the left of 30 degrees 28 minutes 17 seconds and run in a Westerly direction along the North right of way line of Parkway Lake Drive for a distance of 1.06 feet, more or less, to the point of beginning.

Parcel 2

Part of the SW 1/4 of Section 19 and part of the NW 1/4 of the of Section 30, both in Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing iron rebar being at a point of intersection of the East right of way line of US Highway No. 31 and the north right of way line of Parkway Lake Drive as shown in a map of Parkway Lake Drive Relocation, as recorded in Map Book 30, Page 61 in the Office of the Judge of Probate of Shelby County, Alabama, run in an Easterly direction along the North line of said Parkway Lake Drive for a distance of 57.69 feet; thence turn an angle to the left of 102 degrees 16 minutes 15 seconds and run in a Northerly direction for a distance of 155.02 feet; thence turn an angle to the left of 77 degrees 34 minutes 39 seconds and run in a Westerly direction for a distance of 24.34 feet to a point on the East right of way line of US Highway No. 31; thence turn an angle to the left of 90 degrees and run in a Southerly direction along the East right of way line of said U.S. Highway No. 31 for a distance of 151.54 feet, more or less, to the point of beginning.

**EASEMENT AND
MEMORANDUM OF AGREEMENT**

DOCUMENT PREPARED BY:

**Charter Communications
7820 Crescent Executive Dr
Floor 2
Charlotte NC 28217**


Gena Bruno

AFTER RECORDING, RETURN TO:

**Charter Communications
Attn: Spectrum Community Solutions
C/o Gena Bruno
7820 Crescent Executive Dr
Floor 2
Charlotte NC 28217**



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/05/2021 09:57:38 AM
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Allen S. Bayl