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AGREEMNT 1/7

MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND |
WHEN RECORDED MAIL TO: |
Charter Communications |
Attn: SCS-OS/AL |
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

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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.

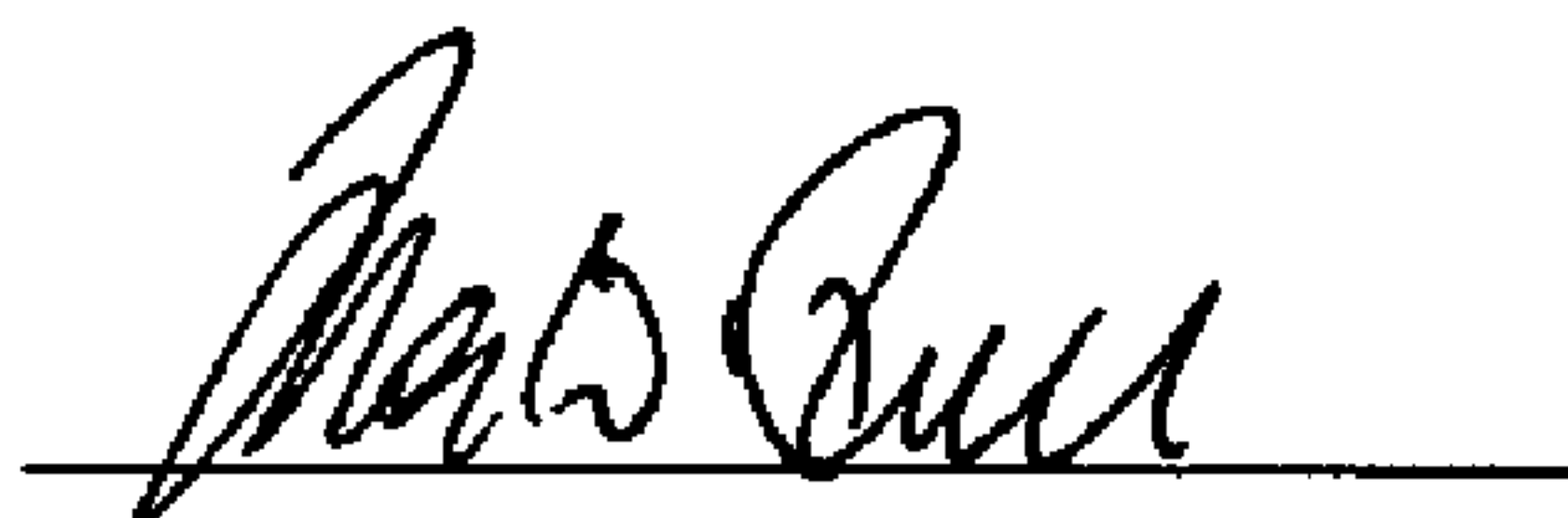
3. **Term; System Removal.** The easement granted in this MOA touches and concerns the Property, runs with the land (and title to the Property), and is binding on Operator, Owner, all subsequent acquirors of the Property, others who may claim any interest in the Property, and all of the foregoing parties' 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

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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.

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Morrow-Greystone, LLC



Signature

Ingram Tynes

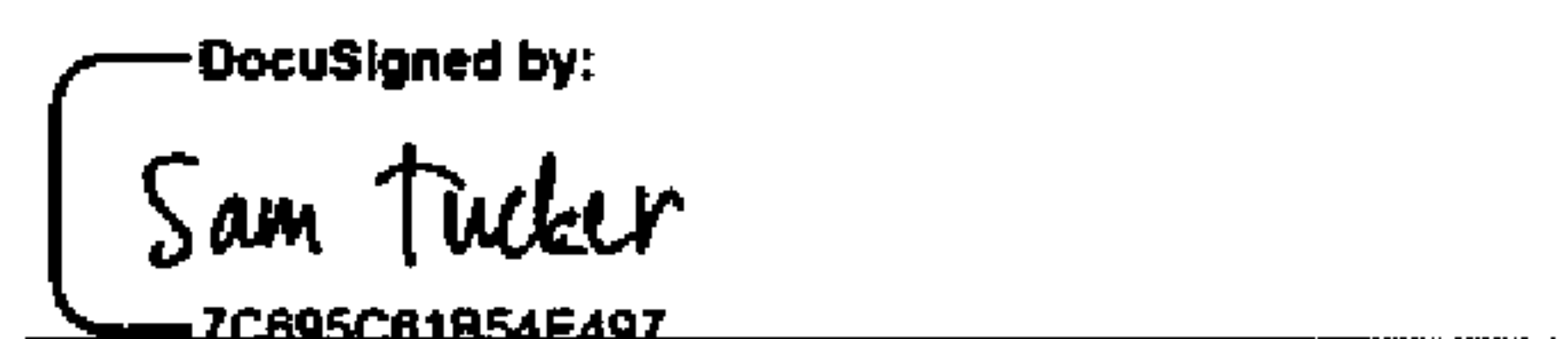
Printed Name

Managing Member

Title

Spectrum Southeast, LLC

By: Charter Communications, Inc.,
its Manager

DocuSigned by:

7C695C81854E49Z

Signature

Sam Tucker

Printed Name

Director, Spectrum Community Solutions

Title

1/26/2022

Effective Date

DocuSign Envelope ID: AF47D3EB-1CEF-4FF1-AE72-E910F0101CF6

STATE OF Alabama
COUNTY OF Jefferson

On January 12, 2022, before me,
Ingram D. Tynes, 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: Hallie Melvin Stone

Date: 1/18/2023

Expiration

HALLIE MELVIN STONE
Notary Public
Alabama State at Large

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STATE OF NC)

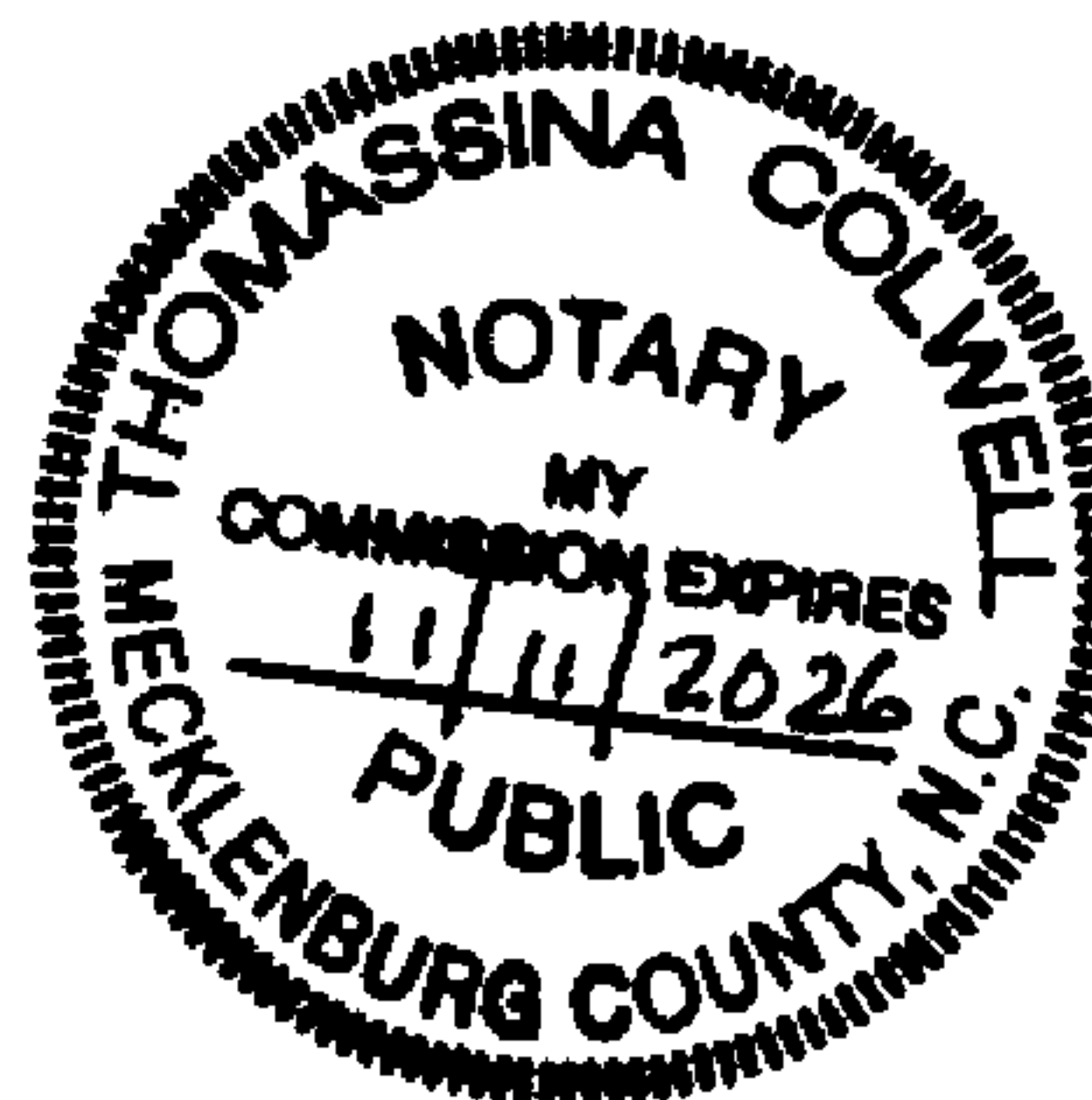
COUNTY OF Mecklenburg)

On January 26, 2022, before me,
Sam Tucker, 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: Thomassina Colwell
Date: 11/11/2026

Expiration





Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/02/2022 08:28:18 AM
\$40.00 JOANN
20220202000046300

Allen S. Beryl

DocuSign Envelope ID: AF47D3EB-1CEF-4FF1-AE72-E910F0101CF6

Property Address and Legal Description

27000 Crestline Rd., Birmingham, AL 35242

DESCRIPTION.

LOT 2 of "THE RETREAT AT GREYSTONE" as recorded in Map Book 44, Page 123 Shelby County Judge of Probate Office, Shelby County, Alabama.

ALSO, a 25' CONSTRUCTION EASEMENT described here in as beginning at a Capped Iron(#12579) at the Southerly most corner of LOT 2 of THE RETREAT AT GREYSTONE as recorded in Map Book 44, Page 123 in the Shelby County Judge of Probate Office and being on the Northwestern Right of Way of Highway #119, Cahaba Valley Road; thence S 25°06'07" W along said Right of Way of Highway #119 a distance of 22.95' to a Capped Iron(#12579); thence N 62°52'23" W leaving said road a distance of 420.89' to a Capped Iron(#12579) on the corner of LOT 1 and LOT 5; thence N 25°26'44" E along said lot line a distance of 25.22' to a Capped Iron(#12579) at the Westerly corner of said LOT 2; thence S 62°33'48" E along the southerly boundary of said LOT 2 and LOT 5 a distance of 420.82' to the point of beginning, being a 25 foot wide construction easement on the Southerly side of the lot line between LOTS 2 and 5