

GRANT OF EASEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Charter Communications

Attn: M3

Address: 3000 Northwoods Parkway
Suite 195
Norcross, Georgia 30071



20110516000145090 1/4 \$21.50
Shelby Cnty Judge of Probate, AL
05/16/2011 11:10:28 AM FILED/CERT

This Value of the easement is \$500.00

Above for recorders use only

THIS GRANT OF EASEMENT is made effective as of February 14, 2011, by and between Madison at Shoal Run, LLC ("Owner") and Marcus Cable Associates, L.L.C. ("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.

GRANT OF EASEMENT. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner grants and conveys to Operator during the term of the Non-Exclusive Installation and Service Agreement between the parties, a irrevocable, non-exclusive easement across, under, over, within and through the Premises (and the improvements now or hereafter located thereon), as necessary or desirable, and in such locations as approved in advance by Owner, 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

2. **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.



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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 February 14, 2011 ("Agreement").

OPERATOR:

Marcus Cable Associates, L.L.C.:

By: Charter Communications, Inc., its Manager

By: Matt Favre
(Signature)

Printed Name: Matt Favre

Title: VP/GM of Charter Communications

Date: 4-28-2011

OWNER:

Madison at Shoal Run, LLC


By: William A. Butler
(Signature)

Printed Name: William A. Butler

Title: member

Date: 2/14/11

Attachment 1 to Grant of Easement


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Legal Description:

County: **SHELBY, AL** APN: **09-3-05-0-001-008-000**

Census Tract / Block: **302.05 / 1** Alternate APN:

Township-Range-Sect: **19-1W-05** Subdivision: **SHOAL RUN**

Legal Book/Page: **9-130** Map Reference: /

Legal Lot: **2** Tract #:

Legal Block: School District: **2**

Market Area: Munic/Township:

Neighbor Code: **BK4**

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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On FEBRUARY 14, 2011 before me, William A. Butte, personally appeared or 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 Deanna C. Yarbrough

STATE OF Alabama)
COUNTY OF Jefferson)

On April 28th, 2011 before me, Matt Favre, 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 Tonja E. Fetterolf

Tonja Ellen Fetterolf
Notary Public
Alabama State at Large
My Commission Expires **06-01-2013**

Shelby County, AL 05/16/2011
State of Alabama
Deed Tax: \$.50