## **GRANT OF EASEMENT**

	Nounce German source
Address:	3000 Northwoods Parkway Suite 195
Attn:	M3
Charter Comn	nunications
WHEN RECO	ORDED MAIL TO:
RECORDING	REQUESTED BY AND

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

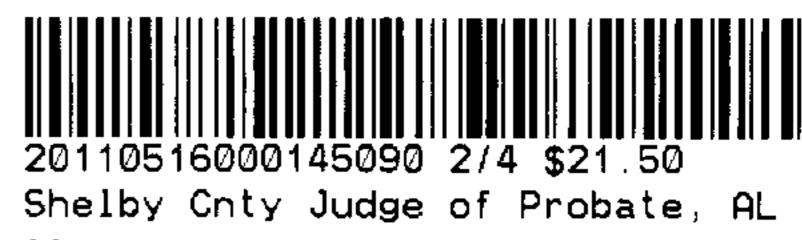
Above for recorders use only

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.

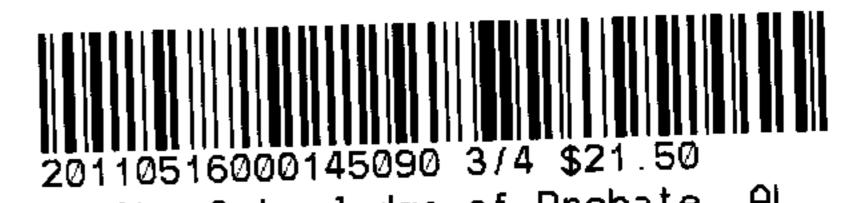


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SUPPLEMENT. This Grant of Easement shall serve to supplement the terms and conditions of that certain Nonexclusive Installation and Service Agreement between the parties with an Effective Date of February 14, 2011 ("Agreement").

OPERATOR:	OWNER:
Marcus Cable Associates, L.L.C.:	Madison at Shoal Run, LLC
By: Charter Communications, Inc., its Manager	
By: Signature)	By: William A. Signature)
Printed Name: Matt Favre	Printed Name: William A. Butter
Title: VP/GM of Charter Communications	Title: Meule
Date: 4-28-2011	Date: Z/14/11

## **Attachment 1 to Grant of Easement**



20110516000145090 3/4 \$21.50 Shelby Cnty Judge of Probate, AL 05/16/2011 11:10:28 AM FILED/CERT

Legal Description:

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

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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	ALKBAMA
COLINITY O	F. TEFFEDSON

Shelby Cnty Judge of Probate, AL 05/16/2011 11:10:28 AM FILED/CERT

On <u>FEBRUARY 14, 2011</u> before me, Wellew 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

WITNESS my hand and official seal.

person(s) acted, executed the instrument.

STATE OF Alabama

COUNTY OF <u>Jet</u>

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.

Tonjia Ellen Fettero My Commission Expi

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