

EASEMENT

Roger D. Rader and Linda C. Rader ("Grantor") hereby grant and convey to MARCUS CABLE OF ALABAMA, L.L.C. ("Grantee") its successors and assigns, a dedicated, perpetual non-exclusive easement over and across that real property described below as the "Easement" for roadway and communication purposes, including the installation, construction, maintenance, operation, removal and repair of Grantee's (or its licensee's) broadband cable communications system facilities and any other related communications facilities, (specifically limited to underground or above ground pole-mounted fiber optic cables, related cables, conduit, nodes, and transmission equipment for the transmission, and distribution of video programming, audio/data communications, and/or Internet access signals), facilities attributable to any utilities necessary for the Grantee's broadband cable communications operations, general access, ingress and egress (including roadway construction).

1. EASEMENT: The property over/through which the Easement is granted is hereinafter called the "Easement" and is described in Exhibit A attached hereto as "Easement A".
2. EASEMENT APPURTENANT: This Easement is appurtenant to the property described in Exhibit A and shall run with the land.
3. CONSIDERATION: Grantee shall pay to Grantor a one-time payment of \$ 1,000.00 in consideration for the grant of the rights herein by Grantor to Grantee for said dedicated, perpetual, non-exclusive easement, within thirty (30) days of the execution hereof.
4. MAINTENANCE: Grantor and Grantee shall be equally responsible for the cost associated with the maintenance of Easement "A" as the easement affects the current roadway known as Woods Drive. This agreement shall run with the land.

5. EXISTING FACILITIES: Grantee has 60 days from the execution date of this Easement Agreement to remove all existing structures and equipment not specifically allowed under this agreement from the Easement Area, except as may be permitted under a separate lease agreement between the Grantor and Grantee.

DATED this 15th day of June, 2001

GRANTOR:

ROGER RADER

By: _____

Its: _____

LINDA C. RADER

By: _____

Its: _____

GRANTEE:

MARCUS CABLE OF ALABAMA, L.L.C.

By: _____

Its: Vice President




STATE OF ALABAMA

COUNTY OF)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that ROGER D. RADER and LINDA C. RADER, individuals, whose names are signed to the foregoing Easement, and who are known to me, acknowledged before me on this date, that, being informed of the contents thereof, executed the same voluntarily.

Given under my hand and official seal this 19 day of June, 2001.

 DELANO R. MATSON
Delano R. Matson
Notary Public for AL

My Commission Expires: 5-19-05

(SEAL)

STATE OF MISSOURI)

COUNTY OF ST. LOUIS)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Celoste Vossmaeyer,
Vice President of MARCUS CABLE OF ALABAMA, L.L.C., whose name is signed to the foregoing Easement on behalf of said Marcus Cable of Alabama, L.L.C., and who is known to me, acknowledged before me on this date, that, being informed of the contents thereof, executed the same voluntarily on behalf of Marcus Cable of Alabama, L.L.C.

Given under my hand and official seal this 18th day of June, 2001.

Mark Bommarito

Notary Public for State of Missouri

My Commission Expires: 5/10/04

(SEAL)



EXHIBIT A

58-08-6-23-0-000-023.000
JESSE E. & CLARA B. CHAMPIONS
3562 WESTOVER ROAD
HARPERSVILLE, AL 35078

CHESHIRE ROAD
(SH. CO. HWY #451)

58-08-6-23-0-000-033.01
DANIEL SCOTT URBANTKE
200 CHESHIRE DRIVE
HARPERSVILLE AL 35078

58-08-6-23-0-000-033.000
GEORGE YEAGER & JOHN B. H/
5501 HIGHWAY 280
BIRMINGHAM, AL 35242

Inst # 2001-26158

06/26/2001-26158
08:47 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MB 23.00