

GRANT OF EASEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Charter Communications

Attn: M3

Address: 3000 Northwoods Parkway
Suite 106
Norcross, Georgia 30071

Above for recorders use only

THIS GRANT OF EASEMENT is made effective as of January 15, 2009, by and between Colonial Realty Limited Partnership, a Delaware Limited Partnership ("Owner") and Marcus Cable of Alabama, L.L.C., l/k/a Charter Communication ("Operator"). The parties agree as follows:

1. **PREMISES.** Owner's property, including the improvements thereon (the "Premises"), is located at the street address of 3100 Heatherbrooke Road, Birmingham, AL 35242 with a legal description as set forth on Attachment 1 to this Exhibit.

2. **GRANT OF EASEMENT.** This Grant of Easement is entered into pursuant to the terms and conditions of that certain Services Agreement between the parties with an Effective Date of January 15, 2009 ("Agreement"). For a term coterminous with the term of the Agreement plus ninety (90) days (solely for Equipment removal purposes) and any subsequent renewals, Owner grants and conveys to Operator a non-exclusive easement across, under, over, within and through the Premises at the locations where Operator's Equipment (as defined in the Agreement) is located as of the date of the Agreement for the sole purpose of providing the Services (as defined in the Agreement) to residents of the Premises. Operator shall not share, apportion, license, lease or allow any co-use of the Premises, the Equipment, the easement granted herein, or the rights authorized by this easement or the Agreement with or to any third party, in whole or in part. This Grant of Easement supersedes any prior easement grant concerning the Premises between Owner and Operator or their respective predecessors-in-interest and the same are hereby released, extinguished, cancelled, abandoned and of no further force or effect.

3. **BINDING EFFECT.** The benefits and burdens of this GRANT OF EASEMENT shall bind and inure to the benefit of the parties and their respective successors and permitted assigns as set forth in the Agreement. This Grant of Easement automatically terminates upon the expiration and non-renewal or earlier termination of the Agreement. Operator has agreed to execute and deliver to Owner a Release of Easement upon the expiration and non-renewal or earlier termination of the Agreement and upon request by Owner, such that this Grant of Easement shall be released, extinguished, cancelled, abandoned and of no further force or effect. In the event of any conflict between the Agreement and this Grant of Easement, the Agreement shall control.

OPERATOR:

**Marcus Cable of Alabama, L.L.C., I/k/a
Charter Communication:**

By: Charter Communications, Inc., its Manager

By: _____


(Signature)

Printed Name: Matt Favre

Title: Vice President/General Manager

Date: _____

3-11-09

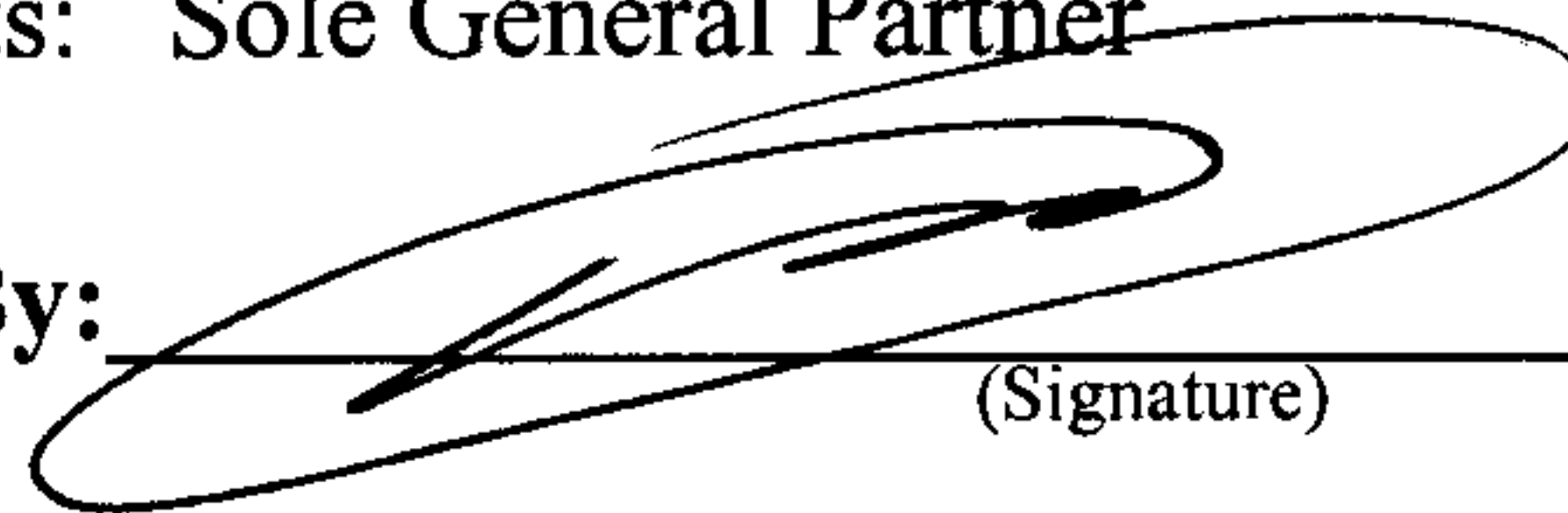
OWNER:

**Colonial Realty Limited Partnership, a
Delaware Limited Partnership**

By: Colonial Properties Trust

Its: Sole General Partner

By: _____


(Signature)

Printed Name: _____

Ray Hutchinson

Title: _____

Executive Vice President

Date: _____

01-15-09

Shelby County, AL 07/28/2009

State of Alabama

Deed Tax : \$.50



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STATE OF Alabama)
COUNTY OF Jefferson)

On 01.15.09 before me, Ray Hutchinson, 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.

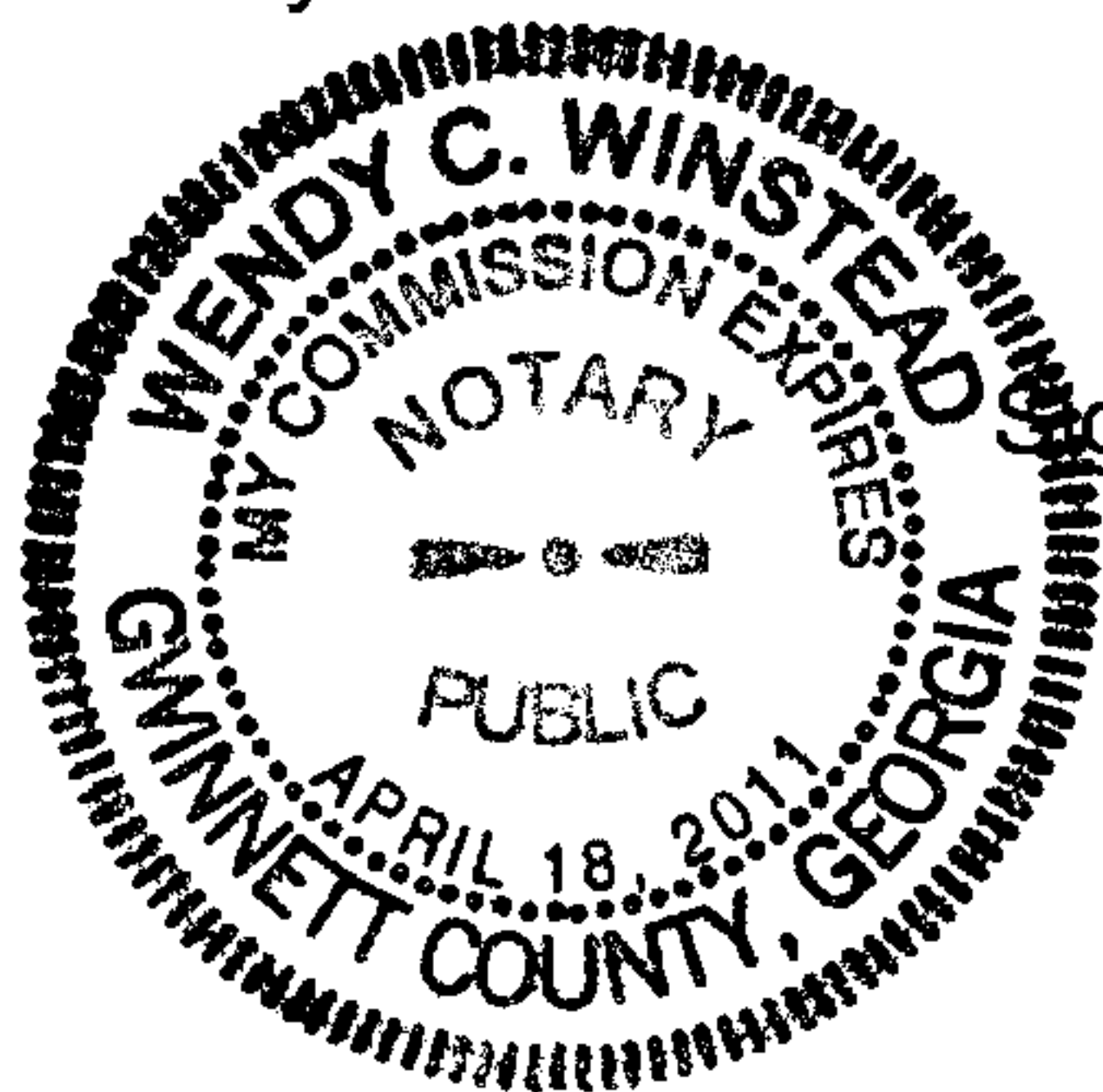
Signature Stephanie Baine

Notary Public State of Alabama at Large
My Commission Expires July 26, 2009

STATE OF Georgia)
COUNTY OF Gwinnett)

On March 11 2009 before me, Matt Favre, 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 Wendy C. Winstead



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Attachment 1 to Grant of Easement

PARCEL ONE:

Begin at the Southwest corner of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and run in a Westerly direction along the south line of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 36 a distance of 13.95 feet to a point on the Southeasterly line of a 60 foot ingress-egress easement; said easement recorded in Real Volume 13, page 426 and Real Volume 28, page 673, in the Probate Office of Shelby County, Alabama; thence a deflection angle right of $95^{\circ}39'07''$ and run in a Northeasterly direction along said Southeasterly line of 60 foot ingress-egress easement a distance of 44.18 feet to the point of curve of a curve to the right, said curve having a radius of 850.67 feet and a central angle of $12^{\circ}57'23''$; thence continue in a Northeasterly direction along said curve and Southeasterly line of said 60 foot ingress-egress easement an arc distance of 192.36 feet to the point of tangent of said curve; thence continue in a Northeasterly direction along tangent 570.51 feet to the point of curve of a curve to the left, said curve having a radius of 272.04 feet and a central angle of $36^{\circ}03'00''$; thence run in a Northeasterly to Northwesterly direction along the arc of said curve and the most Easterly line of said 60 foot ingress-egress easement an arc distance of 171.17 feet to a point of reverse curve of a curve to the right, said curve having a radius of 202.35 feet and a central angle of $37^{\circ}27'00''$; thence run in a Northwesterly to Northeasterly direction along the arc of said curve and the most Easterly line of said 60 foot ingress-egress easement an arc distance of 132.26 feet to the point of tangent of said curve; thence continue in a Northeasterly direction along said tangent 55.49 feet to a point; thence an interior angle of $90^{\circ}40'30''$ and run to the right, leaving the Northeasterly line of said 60 foot ingress-egress easement and running in a Southeasterly direction 90.63 feet to a point; thence an interior angle of $260^{\circ}18'00''$ and run to the left in a Northeasterly direction 204.08 feet to a point; thence an interior angle of $99^{\circ}12'00''$ and run to the right in a Southeasterly direction 265.33 feet to a point; thence an interior angle of $197^{\circ}25'00''$ and run to the left in a Southeasterly direction 77.06 feet to a point; thence an interior angle of $174^{\circ}49'00''$ and run to the right in a Southeasterly direction 65.07 feet to a point; thence an interior angle of $128^{\circ}57'00''$ and run to the right in a Southeasterly direction 94.44 feet to a point; thence an interior angle of $136^{\circ}04'00''$ and run to the right in a Southwesterly direction 132.54 feet to a point; thence an interior angle of $161^{\circ}29'00''$ and run to the right in a Southwesterly direction 230.34 feet to a point; thence an interior angle of $173^{\circ}05'00''$ and run to the right in a Southwesterly direction 142.56 feet to a point; thence an interior angle of $265^{\circ}30'00''$ and run to the left in a Southeasterly direction 251.21 feet to a point; thence an interior angle of $226^{\circ}22'00''$ and run to the right in a Southerly direction 420.00 feet to point; thence an interior angle of $88^{\circ}53'00''$ and run to the right in a Westerly direction 271.66 feet to a point; thence an interior angle of $271^{\circ}07'00''$ and run to the left in a Southerly direction 60.01 feet to a point on the South line of said Northwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of said Section 36; thence an interior angle of $88^{\circ}53'00''$ and run to the right along said South line of said $\frac{1}{4}$ $\frac{1}{4}$ Section 548.37 feet to the point of beginning.


PARCEL TWO:

A non-exclusive easement for ingress and egress and the installation of utilities, 60 feet in width being 30 feet on each side of centerline described as follows:

From the SE corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, run West along the South Boundary of said $\frac{1}{4}$ $\frac{1}{4}$ a distance of 44.10 feet to the point of beginning; thence 30 feet each side of a line described as:

From the said $\frac{1}{4}$ $\frac{1}{4}$ line, turn an angle of the right of $95^{\circ}39'07''$ and go 47.13 feet; thence right along the arc of a curve with a radius of 850.67 feet, a distance of 199.15 feet; thence along the tangent line to said curve a distance of 570.51 feet; thence along a curve to the left with a radius of 242.04 feet a distance of 152.29 feet; thence along the arc of a curve to the right with a radius of 232.35 feet a distance of 42.38 feet, said point being the end of this easement. Said easement being originally created by instrument recorded in Real Record 13, page 426 in the Probate Office of Shelby County, Alabama.

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Attachment 1 to Grant of Easement

PARCEL THREE:

From the NW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 36, Township 18 South, Range 2 West, run South along the West boundary of said $\frac{1}{4}$ $\frac{1}{4}$ a distance of 370.01 feet; thence left $88^{\circ}01'30''$ a distance of 212.71 feet to the point of beginning, said point on the centerline of a road, said centerline being a curve to the right with a radius of 232.35 feet; thence turn left $97^{\circ}53'56''$ to the tangent of said curve and follow the arc of the curve a distance of 109.49 feet to the point of tangency of said curve; thence continue along the projection of said tangent a distance of 56.61 feet. Said easement being originally created by instrument recorded in real record 028, page 673 in the Probate Office of Shelby County, Alabama.



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