

GRANT OF EASEMENT

20090728000289210 1/4 \$20.50
Shelby Cnty Judge of Probate, AL
07/28/2009 01:47:24 PM FILED/CERT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Charter Communications

Attn: MS

Address: 3000 Northwoods Parkway

Suite 100

Norcross, Georgia 30071

Above for recorders use only

THIS GRANT OF EASEMENT is made effective as of December 10, 2008, by and between G&I V RIVERCHASE LLC, a Delaware Limited liability company ("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 1000 Riverchase Trail, Birmingham, AL 35244 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 December 10, 2008 ("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: Matt Favre
(Signature)

Printed Name: Matt Favre

Title: Vice President/General Manager

Date: 3-11-09

OWNER:

**G&I V RIVERCHASE LLC, a Delaware
Limited liability company**

By: G&I V Investment Riverchase LLC, a
Delaware limited liability company
Its: Managing Member

By: Jean Marie Apruzzese
(Signature)

Printed Name: Jean Marie Apruzzese
Vice President

Date: 1-30-2009

Shelby County, AL 07/28/2009
State of Alabama
Deed Tax : \$.50

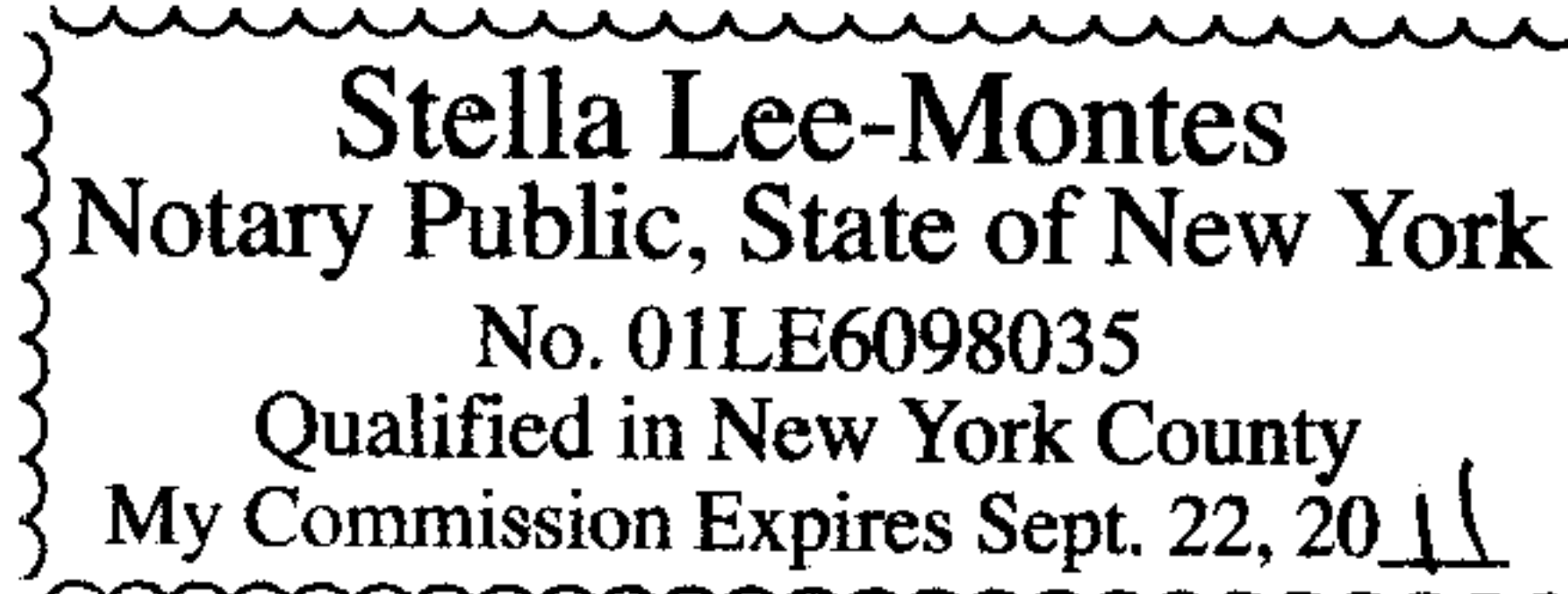


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STATE OF New York)
COUNTY OF New York)

On January 30, 2009 before me, Jean Marie Apruzzese, 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.

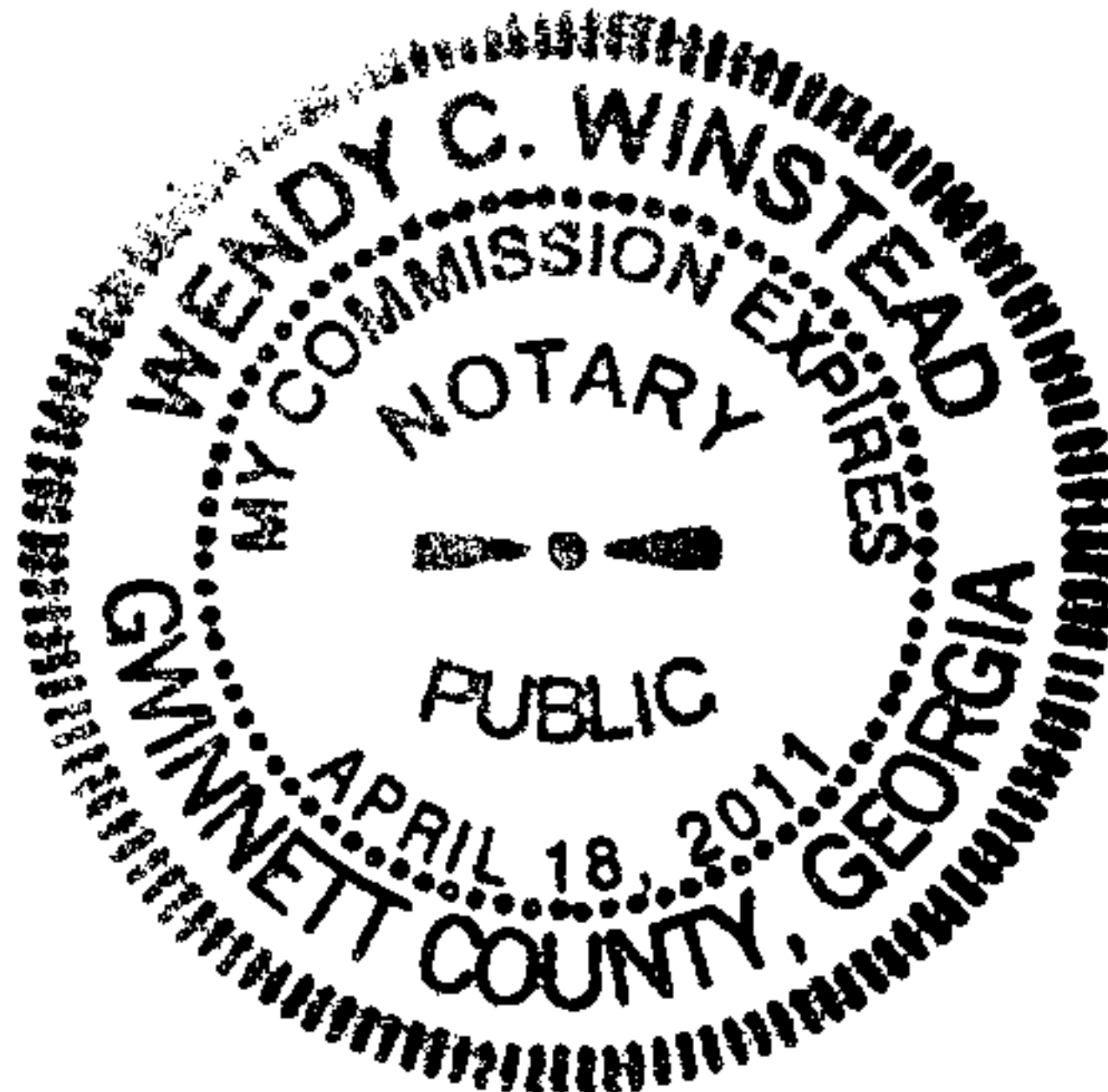


Signature Stella Lee-Montes 1/30/2009

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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LEGAL DESCRIPTION
(Riverchase Trails)

PARCEL NO. 1:

Lot 1, according to the Map and Survey of Southwood Park Estates, Second Addition to Hoover, as recorded in Map Book 17, page 90 in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL NO 2:

A permanent and perpetual easement for slope as created by that certain Grant of Easement recorded under Instrument Number 2000-25338 and being more particularly described as follows:

An easement being forty feet wide, the North line of which is also the North line of SunLink Subdivision as recorded in Map Book 14, page 25, now known as Lot 1A of Hoover Public Safety Center Subdivision as recorded in Map Book 31, page 141 in the Probate Office of Shelby County, Alabama and the South line of Southwood Park Estates, Second Addition to Hoover as recorded in Map Book 17, page 90, both in the Probate Office of Shelby County, Alabama.

Commence and begin at the Northeast corner of the Northwest quarter of the Southwest quarter of Section 30, Township 19 South, Range 2 West, being the Northeast corner of Lot 2 of said SunLink Subdivision; thence run an assumed bearing of South 02° 16' 07" East along the East line of said Lot 2 a distance of 40.03 feet; thence run South 90° 00' 00" West parallel to the North line of said Lot 2 a distance of 972.20 feet to the East right of way line of U.S. Highway 31; thence North 03° 43' 45" West along said Highway 31 right of way line a distance of 40.08 feet to the Southwest corner of said Southwood Park Estates, Second Addition to Hoover, being also the Northwest corner of the aforesaid Lot 2; thence run North 90° 00' 00" East along the North line of Lot 2 a distance of 973.22 feet to the point of beginning.

Together with a temporary non-exclusive construction easement over that portion of Lot 2, of said SunLink Subdivision necessary to permit access to said slope easement area.



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