


## GRANT OF EASEMENT

  
20090728000289220 1/4 \$20.50  
Shelby Cnty Judge of Probate, AL  
07/28/2009 01:47:25 PM FILED/CERT

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Charter Communications

Attn: M3

Address: 3000 Northwoods Parkway  
Suite 125  
Norcross, Georgia 30071

Above for recorders use only

THIS GRANT OF EASEMENT is made effective as of November 11, 2008, by and between Weatherby, LLC dba Kensington Manor Apartments ("Owner") and Marcus Cable of Alabama, L.L.C., aka Charter Communications ("Operator"). The parties agree as follows:

1. **PREMISES.** Owner's property, including the improvements thereon (the "Premises"), is located at the street address of 10 Kensington Manor Drive, Calera, AL 35040 with a legal description as set forth on Attachment 1 to this Exhibit.
2. **GRANT OF EASEMENT.** For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner grants and conveys to Operator a perpetual, irrevocable, non-exclusive easement across, under, over, within and through the Premises (and the improvements now or hereafter located thereon), as necessary or desirable, 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.
3. **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.
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 November 11, 2008 ("Agreement").

**OPERATOR:**

**Marcus Cable of Alabama, L.L.C., aka  
Charter Communications:**

By: Charter Communications, Inc., its Manager

By: Matt Favre  
(Signature)

Printed Name: Matt Favre

Title: Vice President/General Manager

Date: 12-9-08

**OWNER:**

**Weatherby, LLC dba Kensington Manor  
Apartments**

By: Irving Meister  
(Signature)

Printed Name:

Irving Meister

Title: President

Date: 11/11/08

Shelby County, AL 07/28/2009

State of Alabama

Deed Tax : \$.50



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STATE OF Alabama )  
COUNTY OF Shelby )

On 11/11/08 before me, Irving D Meisler 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.

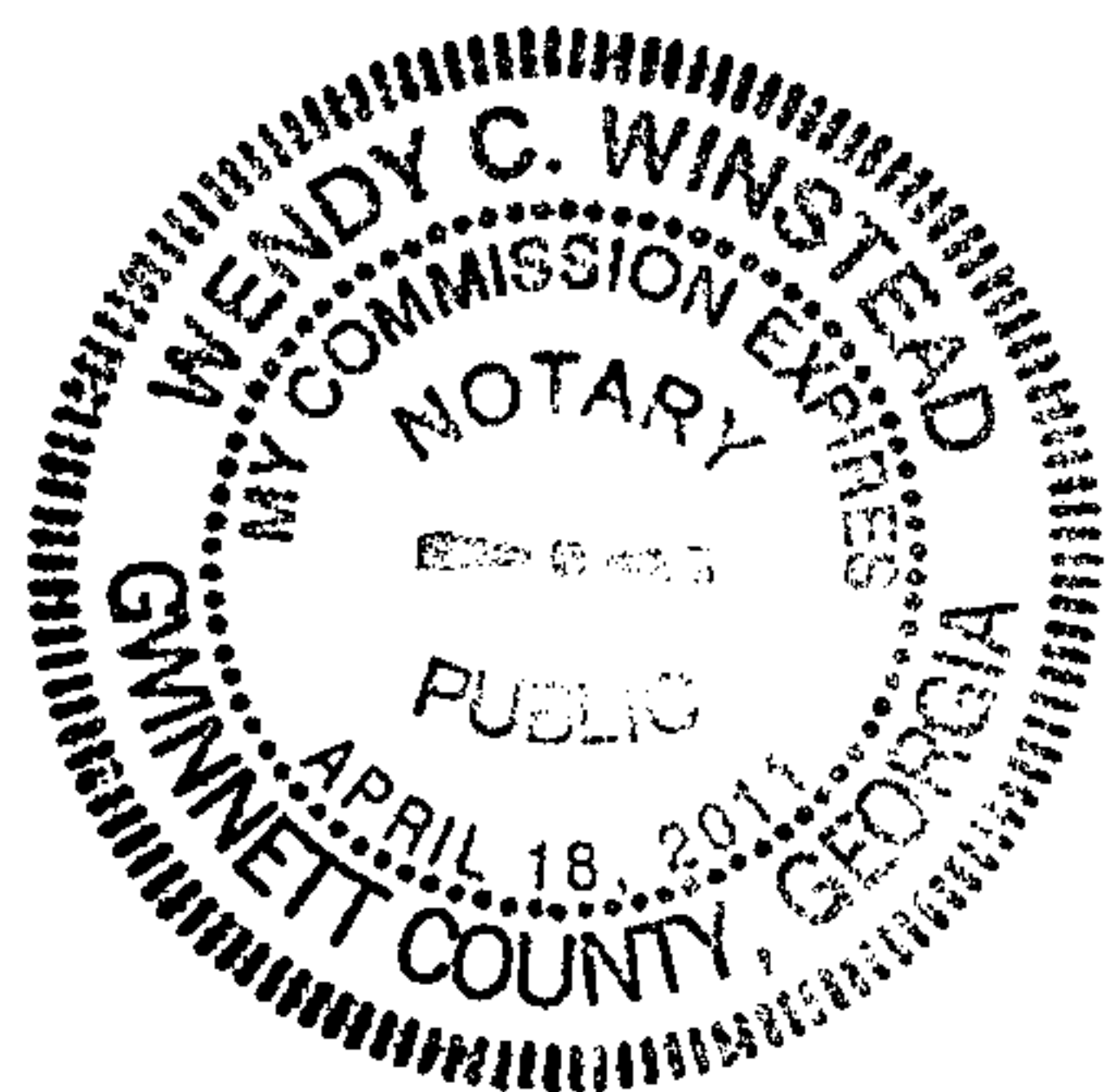
Signature Sandra Jackson

My commission expires 10/14/10

STATE OF Georgia )  
COUNTY OF Gwinnett )

On December 9, 2008 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

Commence at the Southeast corner of the of Section 34, TP21S; R2W; thence run north along the east line of the said NW1/4 of the SE1/4 for a distance of 136.8 feet to the northerly right of way line of Alabama Highway 70; thence run westerly along the said northerly right of way line for a distance of 321.18 feet to a point; thence run N 00 degrees 15 minutes and 23 seconds E for a distance of 200 feet to the point of beginning; thence continue along the last described course for a distance of 748.97 feet to a point; thence run N 89 degrees 44 minutes and 37 seconds W for a distance of 1191.00 feet more or less to the easterly right of way line of a proposed public street; thence turn left and run southerly along the said easterly right of way for a distance of 893.94 feet more or less to a point; thence N 85 degrees 08 minutes and 41 seconds E for a distance of 942.65 feet more or less to the point of beginning.



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