


GRANT OF EASEMENT


20091015000389800 1/4 \$20.50
Shelby Cnty Judge of Probate, AL
10/15/2009 11:54:07 AM FILED/CERT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Charter Communications

Attn: _____ **MS**

Address: _____ **3000 Northwoods Parkway**

_____ **Suite 105**

_____ **Norcross, Georgia 30071**

Above for recorders use only

THIS GRANT OF EASEMENT is made effective as of July 20, 2009, by and between 100 Inverness, LLC ("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 100 Inverness Lane, Birmingham, AL 35242 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 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.

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 July 20, 2009 ("Agreement").

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: VP/GM of Charter Communications

Date: 9-2-09

OWNER:

100 Inverness, LLC

By: Ari Parnes
(Signature)

Printed Name: Ari Parnes

Title: Partner

Date: 7/20/09

Deed Tax : \$.50



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Attachment 1 to Grant of Easement

Composite Written Description of Phases I and II of Inverness Apartments

All that piece or parcel of land lying in Section 1, Township 19 South, Range 2 West in Shelby County, Alabama on the northwest side of Valley Dale Road (County Road #17) and more particularly described as follows:

Commence at the Southwest corner of Section 1, Township 19 South, Range 2 West, and run North 00-44-20 West along the West line of said Section a distance of 738.29 feet to a point on the Northwest right of way line of Valley Dale Road; thence running North 36-51-30 East and along the Northwest right of way line of Valley Dale Road a distance of 481.00 feet to the point of beginning of a curve to the right having a central angle of 13-18-50 a radius of 1949.86 feet, and an arc of 453.09 feet; thence continuing along said arc a distance of 453.09 feet to a point; thence tangent to the last described curve and North 50-10-20 East a distance of 55.39 feet to the point of beginning of a curve to the left having a central angle of 14-56-50, a radius of 2824.79 feet and an arc of 736.93 feet; thence continuing along said arc a distance of 736.93 feet to a point; thence tangent to the last described curve and North 35-13-30 East a distance of 148.23 feet to a point on the Northwest right of way line of Valley Dale Road and the point of beginning of the composite description of Phase I and II of Inverness Apartments; thence running with the northwest margin of Valley Dale Road (County Road 17) S34-21-15W for 27.01 feet to an iron bar found; thence leaving Valley Dale Road and running with property of LaPetite Academy N88-38-05W for 255.49 feet (passed iron pin at 117.11 feet) to an iron pin; thence with property of Meebes and Hagwood for two courses to-wit: N28-16-07E for 73.82 feet to an iron pin; thence N43-17-54W for 330.72 feet to an iron pin; thence running with property of Metropolitan Life Insurance Company along Fairway #14 and 13 for four (4) courses to-wit: N07-41-55E for 602.64 feet to an iron pin; thence N03-22-27W for 72.62 feet to an iron pin; thence N26-07-37W for 232.88 feet to an iron pin; thence N02-03-53E for 62.89 feet to a point in or near the water line of Lake Heather (AKA Inverness Lake); said property being the beginning of a traverse line of the 496 foot contour of Lake Heather which is the true boundary line; thence with the traverse line of the 496 foot contour for twenty-nine (29) courses to-wit: N20-03-23E for 108.45 feet to a point; thence N01-41-53E for 71.25 feet to a point; thence N80-14-23E for 50.16 feet to a point; thence N40-00-53E for 36.03 feet to a point; thence N45-02-37W for 44.67 feet to a point; thence N05-14-23E for 128.67 feet to a point; thence N22-52-53E for 81.60 feet to a point; thence N86-13-23E for 71.18 feet to a point; thence S37-59-07E for 67.85 feet to a point; thence N58-20-23E for 184.45 feet to a point; thence N44-46-23E for 116.75 feet to a point; thence S38-17-07E for 56.17 feet to a point; thence S12-17-07E for 44.50 feet to a point; thence S77-33-07E for 158.75 feet to a point; thence N61-18-53E for 144.47 feet to a point; thence S74-05-07E for 79.17 feet to a point; thence S22-58-37E for 69.97 feet to a point; thence S10-12-37E for 100.14 feet to a point; thence S46-01-07E for 64.83 feet to a point; thence N03-29-35E for 5.68 feet to a point; thence S87-06-00E for 146.25 feet to a point; thence N51-34-16E for 94.14 feet to a point; thence N21-13-13E for 171.10 feet to a point; thence N66-55-18E for 125.00 feet to a point; thence S63-52-39E for 115.83 feet to a point; thence N09-41-42W for 49.45 feet to a point; thence N74-52-56E for 23.20 feet to a point; thence N51-09-29W for 80.97 feet to a point; thence N48-53-62W for 11.43 feet to an iron pin; thence leaving 496 contour and running with property of Metropolitan Life Insurance Company due East (S90-00-00E) for 231.01 feet to an iron pin on the northwestern margin of Valley Dale Road (County Road 17); thence running with the northwestern margin of Valley Dale Road for three (3) courses to-wit: S16-16-20W for 89.40 feet to a point; thence a curve to the left with a chord bearing of S25-48-21W for 696.06 feet (R=2108.59 feet; L=699.26 feet) to a point; thence S35-13-30W for 1417.11 feet to the place and Point of Beginning.

Contains 39.01 acres more or less.


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STATE OF New York)
COUNTY OF Kings)

On July 20 2009 before me, Ari S. Parnes, 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 Chaya Eisenbach

CHAYA EISENBACH
Notary Public, State of New York
No. 01EI 4616303 Qual. in Kings County
Commission Expires July 31, 2013

STATE OF Alabama)
COUNTY OF Jefferson)

On Sept. 2nd 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 Tonja Ellen Fetterolf
Tonja Ellen Fetterolf
Notary Republic
Alabama State At Large
My Commission Expires 05-01-2013



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