

GRANT OF EASEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:


Charter Communications

Attn: M3

Address: 3000 Northwoods Parkway

Suite 195

Norcross, Georgia 30071


20111116000347090 1/4 \$21.50
Shelby Cnty Judge of Probate, AL
11/16/2011 12:55:00 PM FILED/CERT

This value of the easement is \$500.00

Prepared by: Michelle Ritter
Multifamily Media Management, LLC
Authorized Representative for Charter Communications
3000 Northwoods Parkway, Ste. 195
Norcross, GA 30071

Above for recorders use only

THIS GRANT OF EASEMENT is made effective as of August 31, 2011, by and between Royal Oaks, LLC ("Owner") and Marcus Cable Associates, LLC ("Operator"). The parties agree as follows:

1. **PREMISES.** Owner's property, including the improvements thereon (the "Premises"), is located at the street address of 1400 Royal Oaks Drive, Birmingham, AL 35244 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 an 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 August 31, 2011 ("Agreement"). This Grant of Easement shall be coterminous with the term of

automatically expires on the 90th day following expiration or proper earlier termination of the Agreement in accordance with its terms.

OPERATOR:

Marcus Cable Associates, LLC:

By: Charter Communications, Inc., its Manager

By: Matt Favre
(Signature)

Printed Name: Matt Favre

Title: VP/GM of Charter Communications

Date: 10-10-11

OWNER:


Royal Oaks, LLC

By: Jason D. Jones
(Signature)

Printed Name: Jason D Jones

Title: Member

Date: 8-22-11


20111116000347090 2/4 \$21.50
Shelby Cnty Judge of Probate, AL
11/16/2011 12:55:00 PM FILED/CERT

Attachment 1 to Grant of Easement

MDU BROADBAND SERVICES AGREEMENT

Exhibit A

LEGAL DESCRIPTION OF PREMISES

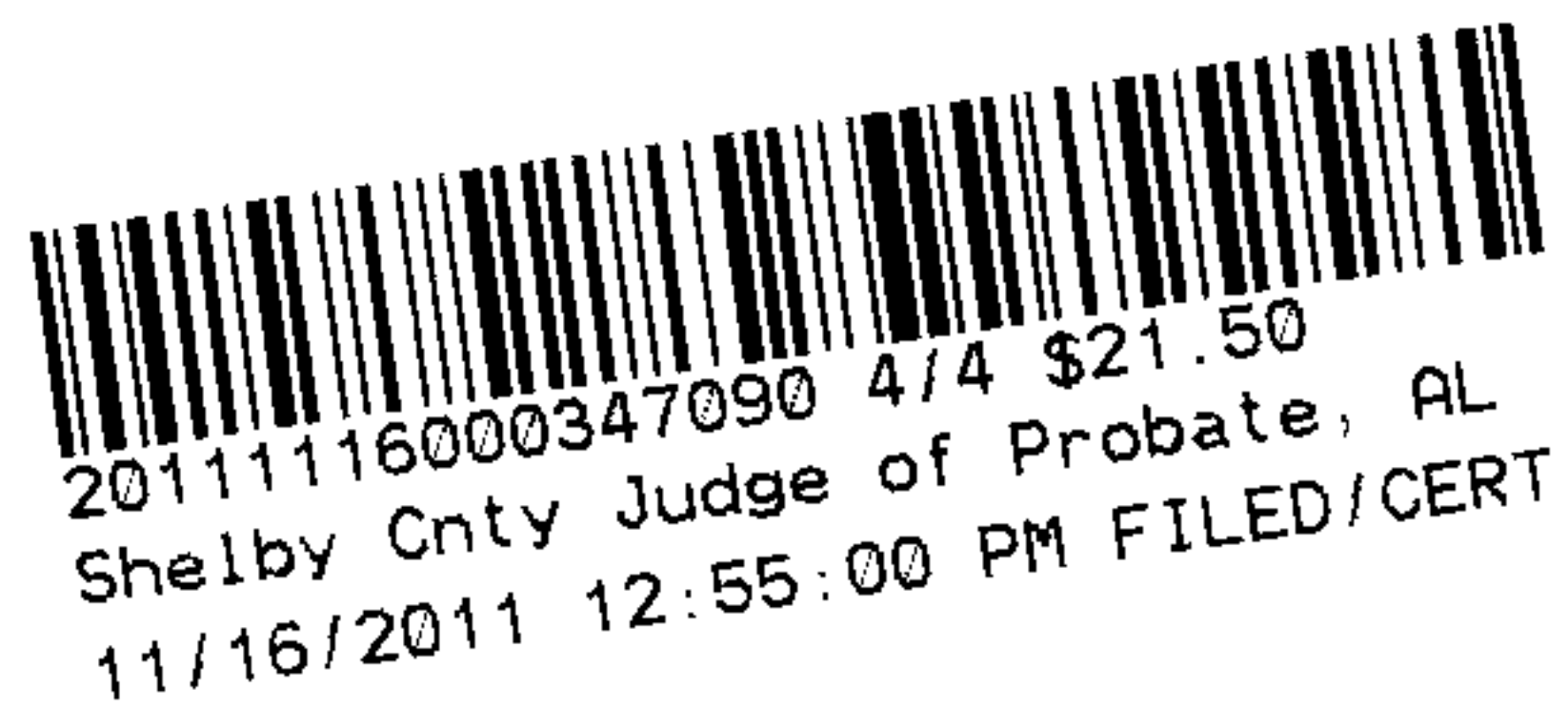
Part of the N $\frac{1}{4}$ of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Northwest $\frac{1}{4}$ of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama; thence run in a Westerly direction along the South line of said $\frac{1}{4}$ Section for a distance of 2,300.55 feet; thence turn an angle to the right of 86° and run in a Northwesterly direction along the Northeasterly right of way line of U.S. Highway #31 South for a distance of 1,096.84 feet; thence turn an angle to the right of 101°03'10" and run in an Easterly direction for a distance of 346.16 feet; thence turn an angle to the left of 71°19'50" and run in a Northeasterly direction for a distance of 580.0 feet; thence turn an angle to the right of 18°59'22" and run in a Northeasterly direction for a distance of 525.54 feet; thence turn an angle to the right of 101°40'03" and run in a Southeasterly direction for a distance of 526.96 feet; thence turn an angle to the right of 31°30' and run in a Southeasterly direction for a distance of 176.65 feet; thence turn an angle to the right of 0°14'53" and run in a Southeasterly direction 60.00 feet to the point of beginning of the following described curve; thence turn an angle from the last described course to the left of 90° to the tangent of a curve to the left having a central angle of 26°08'31" and the radius of 438.82 feet; thence run along the arc of said curve in a Northeasterly direction 200.21 feet to the point of beginning; from the point of beginning thus obtained, thence turn an angle to the right from the tangent, if extended to the last described curve, of 98°10'47" and run in a Southeasterly direction 453.07 feet; thence turn an angle to the left of 79°02' and run in a Northeasterly direction 437.50 feet; thence turn an angle to the left of 69°12' and run in a Northeasterly direction 106.97 feet; thence turn an angle to the right of 69°12' and run in a Northeasterly direction 135.01 feet; thence turn an angle to the right of 51°22'30" and run in a Southeasterly direction 128.00 feet; thence turn an angle to the left of 51°22'30" and run in a Northeasterly direction 506 feet; thence turn an angle to the left of 92°14' and run in a Northwesterly direction 128 feet; thence turn an angle to the left of 31°36'13" and run in a Northwesterly direction 200 feet; thence turn an angle to the left of 35°58'40" and run in a Northwesterly direction 82.00 feet; thence turn an angle to the right of 66°44'03" and run in a Northwesterly direction 190 feet; thence turn an angle to the left of 49°03'36" and run in a Northwesterly direction 256.06 feet to a point on the South right of way line of Woods of Riverchase Drive; thence turn an angle to the left of 63°36'40" to the tangent of a curve to the left, having a central angle of 1°25'23" and a radius of 382.25 feet; thence run along the arc of said curve to the left in a Southwesterly direction along said South line of Woods of Riverchase Drive 9.49 feet to the end of said curve; thence continue along the tangent, if extended to the last described curve, and run in a Southwesterly direction along the South line of said Woods of Riverchase Drive 61.24 feet to the point of beginning of a curve to the right, said curve having a central angle of 45°57'43" and a radius of 402 feet; thence run along the arc of said curve to the right along said right of way line in a Southwesterly direction 322.48 feet to the end of said curve and the point of beginning of a curve to the left, said curve having a central angle of 62° and a radius of 342 feet; thence run along the arc of said curve to the left and along said right of way line in a Southwesterly direction 370.03 feet to the end of said curve and the point of beginning of a curve to the right, said curve having a central angle of 24°03'59" and a radius of 438.82 feet; thence run along the arc of said curve to the right along said right of way line in a Southwesterly direction 184.32 feet to the point of beginning.



20111116000347090 3/4 \$21.50
Shelby Cnty Judge of Probate, AL
11/16/2011 12:55:00 PM FILED/CERT

STATE OF Alabama)
COUNTY OF Shelby)



On August 23, 2011 before me, Ingram D. Tynes, 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 Amy Renee Statham Expiration Date 7/1/2015

STATE OF Alabama)
COUNTY OF Jefferson)

Shelby County, AL 11/16/2011
State of Alabama
Deed Tax: \$.50

On Oct 10th, 2011 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 Expiration Date _____

