

GRANT OF EASEMENT

Prepared by And
RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Charter Communications

Attn: *Laura Clifford*

Address: *9335 Prototype Dr.*
Reno, NV 89521

20151009000355170

10/09/2015 02:18:34 PM

ESMTAROW 1/8

Value of ~~\$300~~ Easement *\$500*

Above for recorders use only

THIS GRANT OF EASEMENT is made effective as of June 15, 2015 by and between AR-INVERNESS LLC an Alabama limited liability company ("Owner") and Marcus Cable of Alabama, 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 1000 Hunt Cliff Rd, 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 ("Agreement") between the parties a 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 in accordance with this Agreement. 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 June 15, 2015 ("Agreement"). This Grant of Easement shall be coterminous with the term of the Agreement and any subsequent renewals.

5. All previous easements concerning the Premises in favor of Operator are hereby terminated and superseded by this Grant of Easement.

OPERATOR:

Marcus Cable of Alabama, LLC

By: Charter Communications, Inc., its
Manager

By: 
(Signature)

Printed Name: R. Adam Ray

Title: VP Charter Communications

Date: 7/1/15

OWNER:

**AR-INVERNESS LLC an Alabama limited
liability company**

By: Abbey Residential, LLC, an Alabama limited
liability company, its Manager

By: 
(Signature)

Printed Name: J. Frank Barefield, Jr.

Title: Member

Date: 6/15/15

State of Connecticut

County of Fairfield ss. (Town/City) Stamford

On this the 1st day of July, 2015, before me, Terhonna Nicole Grasty, the undersigned officer, personally appeared R. Adam Ray, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she/he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand

Terhonna Nicole Grasty
Signature of Notary Public)

TERHONNA NICOLE GRASTY
NOTARY PUBLIC OF CONNECTICUT
ID # 168288
My Commission Expires 12/31/2019

Date Commission Expires: 12/31/19

**Attachment 1 to Grant of Easement
Legal Description**

A parcel of land situated in the Northeast quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commencing at the Southeast corner of said quarter section run in a Westerly direction along the South line of said quarter section for a distance of 311.91 feet to a point on the West right of way line of a public county road known as Cahaba Beach Road, said point being the Point of Beginning of the parcel herein described;

from the point of beginning thus obtained run Westerly along said South line of said quarter section for a distance of 1009.39 feet to the Southwest corner of the Southeast quarter of the Northeast quarter of said section;

thence turn an angle to the right of 87 degrees 52 minutes 43 seconds and run in a Northerly direction along the West line of the East half of the Northeast quarter of said Section 36 for a distance of 2687.32 feet to the Northwest corner of said East half of the Northeast quarter section;

thence turn an angle to the right of 92 degrees 09 minutes 31 seconds and run in an Easterly direction along the North line of said section for a distance of 1314.78 feet to the Northeast corner of said section;

thence turn an angle to the right of 87 degrees 42 minutes 06 seconds and run in a Southerly direction along the East line of said section for a distance of 2128.72 feet to a point on the West right of way line of said Cahaba Beach Road, said point lying in a curve to the left, said curve having a radius of 756.37 feet, a central angle of 15 degrees 33 minutes 20 seconds and a chord of 204.72 feet which forms an interior angle of 145 degrees 24 minutes 26 seconds with the East line of said section;

thence run in a Southwesterly direction along the arc of said curve in said right of way for a distance of 205.35 feet to the end of said curve;

thence run Southwesterly along said right of way and tangent to the last curve for a distance of 327.30 feet to the beginning of a curve to the right in said right of way; said curve having a central angle of 5 degrees 01 minute 58 seconds and a radius of 1111.0 feet;

thence run in a Southwesterly direction along the arc of said curve for a distance of 97.58 feet to the Point of Beginning.

Said parcel contains 79.118 Acres (3,446,380.08 square feet), more or less and is more particularly described according to that certain ACSM/ALTA Survey of 100 Hunt Cliff Road, Hunter's Pointe Apartments, Shelby County, Alabama prepared by Carr & Associates Engineers, Inc., bearing the seal and certification of Barton F. Carr, R.L.S. No. 16685, dated December 2003, last revised February 10, 2004, Job No. 03.1107.

TOGETHER WITH rights contained in that certain Restrictive Use Agreement among JRC Lakeside Limited Partnership, JRC Lakeside Property (GMO), LLC, JRC Lakeside Property (O'Hare), LLC, JRC Lakeside (Quail Ridge), LLC, JRC Lakeside (Quail/Queen), LLC, JRC Property (Quail), L.L.C., JRC Hunter's Pointe LLC, JRC Drake/Georgia Limited Partnership, JRC Charleston Limited Partnership, JRC Southfield/W-L Limited Partnership, R&J Southfield LLC, CCC, LLC, JRC Powerline Chattanooga LLC, TMG Southfield Associates LLC, Victorville Evanston, L.L.C., JRC Parcwood Property (O'Hare), LLC, JRC Parcwood Property (GMO), LLC, JRC Mt. Pleasant/Vermillion, LLC and Cahaba Beach Investments, LLC, dated October 14, 2005, filed October 24, 2005 as Instrument No. 20051024000550540, Office of the Judge of Probate, Shelby County, Alabama; and re-recorded October 24, 2006 as Instrument No. 20061024000523460, aforesaid records.

All that tract or parcel of land lying and being in Land Lots 135 and 154 of the 7th District, city of McDonough, Henry County, Georgia, and being more particularly described as follows:

Commence at the intersection of the easterly right-of-way line (if extended) of Georgia Highway 155 (a/d/a South Cedar Street) and the centerline of Georgia Highway 20/81 (a/k/a Keys Ferry Road), thence proceed south along the east right-of-way line of Georgia Highway 155 (a/k/a South Cedar Street) a distance of 2,230.97 feet to a point; thence, leaving said right-of-way, North 89 degrees, 56 minutes, 49 seconds East along the southerly property line of the United States Postal Service, a distance of 800.10 feet to a concrete monument, the Point of Beginning. Thence, the following courses and distances:

North 00 degrees, 03 minutes, 11 seconds West, a distance 831.00 feet to a point;
Thence, South 89 degrees, 56 minutes, 49 seconds West, a distance of 366.36 feet to a point;
Thence, North 01 degrees, 06 minutes, 55 seconds West, a distance of 43.09 feet to a point;
Thence, North 88 degrees, 59 minutes, 30 seconds East, a distance of 173.78 feet to a 1/2" rebar;
Thence, North 02 degrees, 27 minutes, 53 seconds East, a distance of 123.40 feet to a 5/8" rebar ;
Thence, South 88 degrees, 35 minutes, 04 seconds East, a distance of 554.16 feet to a 1/4" I bolt;
Thence, South 00 degrees, 54 minutes, 23 seconds West, a distance of 54.73 feet to a 1/2" rebar;
Thence, South 00 degrees, 18 minutes, 16 seconds West, a distance of 313.45 feet to a 1/2" rebar;
Thence, South 89 degrees, 41 minutes, 52 seconds East, a distance of 187.27 feet to a 1/2" rebar;
Thence, South 89 degrees, 30 minutes, 15 seconds East, a distance of 91.19 feet to a point;
Thence, South 00 degrees, 40 minutes, 10 seconds East, a distance of 368.00 feet to a 1" open top pipe;
Thence, North 88 degrees, 22 minutes, 45 seconds East, a distance of 249.81 feet to a 1/2" rebar;
Thence, North 88 degrees, 20 minutes, 17 seconds East, a distance of 467.35 feet to a 1" open top pipe;
Thence, South 00 degrees, 03 minutes, 11 seconds East, a distance of 267.82 feet to a point;
Thence, South 89 degrees, 56 minutes, 49 seconds West, a distance of 1362.40 feet to a concrete monument and the Point of Beginning; said tract contains 17.41 acres, more or less.

All that Tract or parcel of land lying and being in Land Lot 154, of the 7th District, City of McDonough, Henry County, Georgia, as shown on a Plat entitled "Required Right-Of-Way" for A.J. Welch, Sr. Estate, dated April 29, 2003, prepared by Conceptual Design Engineering, Inc., and being more particularly described as follows:

Commence at the intersection of the Easterly right-of-way line (if extended) of Georgia Highway 155 (a/k/a South Cedar Street) and the centerline of Georgia Highway 20/81 (a/k/a Keys Ferry Road), Thence proceeds South along the East right-of-way of Georgia Highway 155 (a/k/a South Cedar Street), a distance of 2,311.20 feet to a point, the Point of Beginning, Thence, the following courses and distances:

Leaving said right-of-way, N. 89 degrees 56 minutes 49 seconds East, 20.00 feet to a point;

Thence, S. 42 degrees 46 minutes 46 seconds West, 27.19 feet to a point on the East right-of-way of Georgia Highway 155 (a/k/a South Cedar Street);

Thence, N. 04 degrees 23 minutes 16 seconds West, 20.00 feet to a point, the Point of Beginning (P.O.B.)

Said parcel containing 199 square feet

**PARCEL THREE
LEGAL DESCRIPTION**

**(2.50 acres -Temporary Construction Easement & Easement Agreement for Ingress/Egress
& Utility Location)**

All that tract or parcel of land lying and being in Land Lots 154 of the 7th District, Henry County, Georgia, and being more particularly described as follows:

Commence at the intersection of the easterly right-of-way line (if extended) of Georgia Highway 155 (a/k/a South Cedar Street) and the centerline of Georgia Highway 20/81 (a/k/a Keys Ferry Road), thence proceed south along the east right-of-way line of Georgia Highway 155 (a/k/a South Cedar Street) a distance of 2230.97 feet to a point; Thence leaving said right-of-way, North 89 degrees, 56 minutes, 49 seconds East along the southerly property line of the United States Postal Service, a distance of 800.10 feet to a concrete monument, the Point of Beginning. Thence, the following courses and distances:

North 89 degrees, 56 minutes, 49 seconds East, a distance of 1362.40 feet to a point;

Thence, South 00 degrees, 03 minutes, 11 seconds East, a distance of 80.00 feet to a point;

Thence, South 89 degrees, 56 minutes, 49 seconds West, a distance of 1362.40 feet to a point;

Thence, North 00 degrees, 03 minutes, 11 seconds West, a distance of 80.00 feet to a concrete monument and the Point of Beginning.

Said tract containing 2.50 acres

All that tract or parcel of land lying and being in Land Lots 154 of the 7th District, Henry County, Georgia, and being more particularly described as follows:

Commence at the intersection of the easterly right-of-way line (if extended) of Georgia Highway 155 (a/k/a South Cedar Street) and the centerline of Georgia Highway 20/81 (a/k/a Keys Ferry Road), thence proceed south along the east right-of-way line of Georgia Highway 155 (a/k/a South Cedar Street) a distance of 2,230.97 feet to a point, the Point of Beginning. Thence leaving said right-of-way, the following courses and distances:

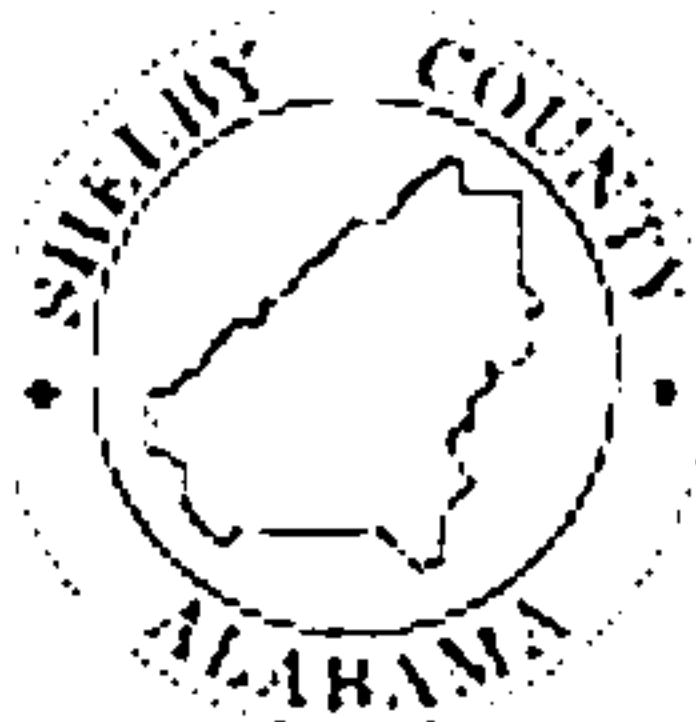
North 89 degrees, 56 minutes, 49 seconds East, a distance of 800.10 feet to a concrete monument;

Thence, South 00 degrees, 03 minutes, 11 seconds East, a distance of 80.00 feet to a point;

Thence, South 89 degrees, 56 minutes, 49 seconds West, a distance of 794.03 feet to a point on the East right-of-way of Georgia Highway 155 (a/k/a South Cedar Street);

Thence, North 04 degrees, 23 minutes, 16 seconds West along said right-of-way, a distance of 80.23 feet to a point and the Point of Beginning.

Said tract containing 1.46 acres



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
10/09/2015 02:18:34 PM
\$35.50 DEBBIE
20151009000355170

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the official text.