


GRANT OF EASEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Charter Communications

Prepared by and after recording return to:
Jessica Martinez
Charter Communications
1433 Fulton Street
Grand Haven, MI 49417

Shelby County, AL 11/10/2015
State of Alabama
Deed Tax: \$.50


20151110000390300 1/4 \$23.50
Shelby Cnty Judge of Probate, AL
11/10/2015 10:43:19 AM FILED/CERT

Above for recorders use c - The Value of this Easement is \$500.00

THIS GRANT OF EASEMENT is made effective as of September 11, 2014, by and between Hawthorne - Midway Lake Heather LLC ("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 1 Lake Heather, 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 and any renewals of the Non-Exclusive Installation and Service Agreement between Owner and Operator an , irrevocable, non-exclusive easement across, under, over, within and through the Premises (and the improvements now or hereafter located thereon), as reasonably 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 September 11, 2014 ("Agreement"). This Grant of Easement shall be coterminous with the term of the Agreement and any subsequent renewals and a release of Easement shall be filed by Operator if such a form is attached to this Agreement.

OPERATOR:

Marcus Cable of Alabama, LLC:

By: Charter Communications, Inc., its
Manager

By: [Signature]
(Signature)

Printed Name: R. Adam Ray

Title: Vice President, Direct Sales

Date: 3/19/15

OWNER:

Hawthorne - Midway Lake Heather LLC

By: [Signature]
(Signature)

Printed Name: Adam Smith

Title: Regional Manager

Date: 9/11/14

By: [Signature]
(Unofficial Witness Signature)

Printed Name: Margaret B Cabral

By: [Signature]
(Unofficial Witness Signature)

Printed Name: Sara Smith



20151110000390300 2/4 \$23.50
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Attachment 1 to Grant of Easement

Legal Description: BEG INT SEROW INVERNESS CENTER PKWY & N LN SEC 02 SW ALG
PKWY 1086 NE 192 (S) SE 192 (S) SE73.09 SW141.74 SE35.87 NE88.09 SE48.97
NE148.44 SE133.62 NELY70 (S) TO LAKE MEANDER NLY ALG LAKE TO N LN SD SEC W
TO POB.

COUNTY: Shelby

APN: 10-1-02-0-003-050-074

Census Tract/Block: 303.03/3

Township-Range-Sect: 19-2W-02

Legal Book/Page: Legal Lot:

Legal Block: Market Area:

Neighbor Code: BK4

Subdivision: Map Reference: /

School District: 2 School District Name: Shelby County School District



STATE OF North Carolina)

COUNTY OF Wake)

Use black ink

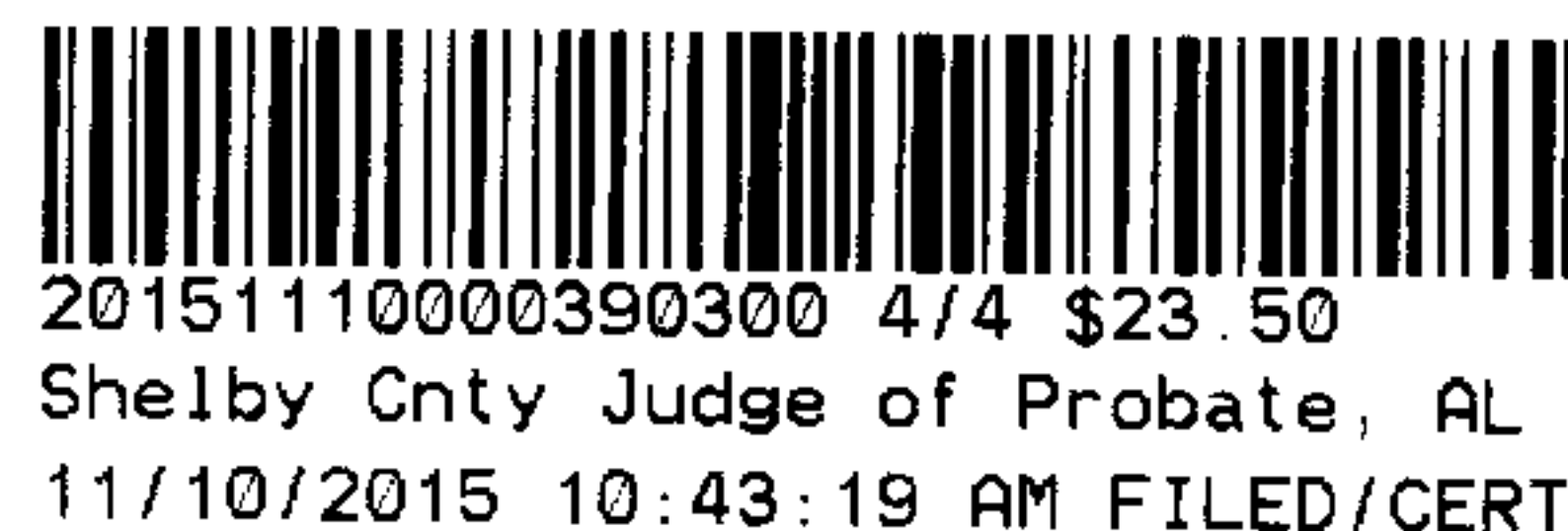
On September 11 2014 before me, Cooper Tharrington, personally appeared Adam Smith, personally known to me (or proved to me the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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: Cooper Tharrington My Commission Expires: 7/21/15
Printed: Cooper Tharrington

STATE OF Connecticut)

COUNTY OF Fairfield)



Use black ink

On March 19, 2015 before me, Terhonna Nicole Grasty, personally appeared R. Adam Ray, 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: Terhonna Nicole Grasty My Commission Expires: 12/31/19
Printed: Terhonna Nicole Grasty

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