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09714 98 644-648

Lot 254

RICHARD W. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

98 JUL 17 AM 11:07

RECEIVED

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PAGE DOWN FOR BALANCE OF INSTRUMENT

9714  
~~REC'D BY [Signature]~~  
EXP. 15-11 CO. [Signature]  
DEL. SCAN [Signature]

kp

RECORDING REQUESTED BY )  
AND WHEN RECORDED MAIL TO:)

9/14

REC'D  
FILED  
11:07

Cox Communications Omaha )  
11505 West Dodge Rd )  
Omaha, Nebraska 68154 )  
Attention: Manager, MDU Markets )

NO TAX DUE - NO CONSIDERA-  
TION PAID

DOCUMENT TRANSFER TAX \$0.00

\_\_\_\_\_  
Name Title

(Space above line for Recorder's use only)

MEMORANDUM OF AGREEMENT FOR TELECOMMUNICATIONS FACILITIES  
AND SERVICE, AND REQUEST FOR NOTICE

PLEASE TAKE NOTICE as follows:

1. Executive Construction Services, Inc., an Illinois Corporation ("Owner"), and Cox Communications Omaha, Inc., an Nebraska corporation, d/b/a Cox Communications Omaha ("Cox"), have entered into an Agreement for Telecommunication Facilities and Service dated January 21, 1998 (the "Agreement").

2. The Agreement grants to Cox an easement entitling Cox to provide cable television, telephone, data transmission and/or other telecommunications service and programming to all residential units located on the property described on Exhibit A attached hereto and incorporated herein by this reference (the "Property") and to any clubhouse, the management/leasing office and all other common area facilities located on the Property. Concurrently herewith Owner and Cox have recorded in the Official Records of Douglas County, Nebraska a Grant of Easements to create and confirm the same of record. Such Grant of Easements will survive the expiration or earlier termination of the Agreement.

3. Agreement also grants to Cox rights of access, ingress and egress to and from the Property for marketing of telecommunications services at the Property.

4. The term of the Agreement expires five (5) years after the first date any residential building on the Property is placed in Service, subject to five (5) year auto renewals (a) receives a final certificate of occupancy (or equivalent governmental approval to occupy on a normal and regular basis) and (b) is actually occupied in at least one unit by a person or persons for normal residential purposes, but subject to extension as expressly provided in the Agreement.

5. The Agreement further provides that Cox shall own fee title to certain telecommunications facilities and equipment constructed or installed at the Property, and that the same constitute the personal property of Cox and shall not be considered real property or fixtures or become a part of the Property despite attachment to the Property.

6. The Agreement shall run with the Property and shall be binding upon and inure to the benefit of (a) Owner and any person acquiring any right, title or interest in or to the Property or any portion thereof and (b) Cox and its permitted successors and assigns. A copy of relevant provisions of the Agreement will be provided to any properly interested person upon written request.

7. This Memorandum is created and recorded for the purpose of providing notice of the terms and provisions of the Agreement and does not vary or amend any terms and provisions of the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

8. Cox requests that it be mailed to its address set forth at the beginning of this Memorandum a copy of any notice of default and a copy of any notice of sale under each and every deed of trust or mortgage which is recorded against the Property prior in time to recordation of this Memorandum. (NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.) Cox further requests that it be mailed to such address notice of any pending receivership, bankruptcy or other proceeding affecting the Property.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum this \_\_\_\_\_ day of \_\_\_\_\_, 199\_.

EXECUTIVE CONSTRUCTION SERVICES, INC.

By: \_\_\_\_\_

Name: Steven M. Rayman

Title: President

COX COMMUNICATIONS OMAHA, INC., d/b/a COX COMMUNICATIONS OMAHA

By: \_\_\_\_\_

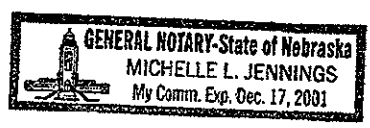
Name: Richard Hook

Title: Vice President and General Manager

STATE OF Nebraska )  
COUNTY OF Douglas )

On 11/28/98, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Steven M. Rayman**, personally known to me or proved to me on 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.

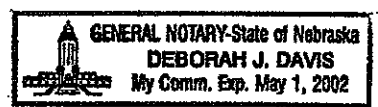


*Michelle Jennings*  
NOTARY PUBLIC

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

On 2/1/98, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Richard Hook**, personally known to me or proved to me on 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.



*Deborah J. Davis*  
NOTARY PUBLIC

### EXHIBIT "A" LEGAL DESCRIPTION

A tract of land located in the west 1/2 of the SE 1/4 of Section 2, Township 15 North, Range II East of the 6<sup>th</sup> P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Southeast corner of said West 1/2 of the SE 1/4 of Section 2; thence S 89 20' 00" W (assumed bearing) along the South line of said SE 1/4 of Section 2, a distance at 47.85 feet, thence N 00 40' 00" W, a distance of 188.35 feet to a point on the North right-of-way line of West Maple Road, said point also being the point or the North right-of-way line of West Maple Road, said point also being the point or the North right-of-way line of West Maple Road, said point also being the point or beginning; thence S 74 09' 38" W along said North right-of-way line of West Maple Road, a distance of 176.93 feet; thence S. 89 20' 52" W along said North right-of-way line of West Maple Road, a distance of 500.04 feet; thence S 81 17' 38" W along said North right-of-way line of West Maple Road, a distance of 285.07 feet; thence N. 00 00' 13"W, a distance of 339.29 feet; thence S 89 20' 33" W, a distance of 270.02 feet; thence N 00 00' 13" W, a distance of 423.59 feet; thence Northerly on a curve to the left with a radius of 390.00 feet, a distance of 146.08 feet, said curve having a long chord which bears N 10 51' 31" W, a distance of 145.23 feet, thence N 59 41' 21" E, a distance of 172.62 feet, thence S 71 19' 55" E, a distance of 83.55 feet; thence S 38 14' 43" E, a distance 48.39 feet; thence S 35 13' 54" E, a distance of 64.00 feet; thence S 37 56' 17" E, a distance of 64.00 feet; thence S 40 38' 40" E, a distance of 64.00 feet; thence S. 43 21' 04" E, a distance of 64.00 feet; thence S.46 03' 27" E, a distance of 64.00 feet; S 48 45' 50" E, a distance of 64.00 feet; thence S 51 28' 13" E, a distance of 64.00 feet; thence S 54 10' 36" E, a distance of 64.00 feet; thence S 56 52'59" E, a distance of 64.00 feet; thence S 59 35' 22" E, a distance of 64.00 feet; thence S 62 17' 45" E, a distance of 64.00 feet; thence S 65 00' 08" E, a distance of 64.00 feet; thence S. 67 42' 31" E, a distance of 64.00 feet; thence S 70 24' 54" E, a distance of 64.00 feet; thence S 73 07' 17" E, a distance of 64.00 feet; thence N 15 31' 32" E, a distance of 110.00 feet; thence Southeasterly on a curve to the left with a radius of 1245.00 feet; a distance of 18.58 feet, said curve having a long chord which bears S 74 54' 07" E, a distance of 18.57 feet; thence Southeasterly on a curve to the right with a radius of 243.21 feet a distance of 319.71 feet, said curve having a long chord which bears S 37 40' 14" E, a distance of 297.18 feet; thence S 00 00' 43" E, a distance of 143.33 feet to the point of beginning.

SW SE

Said tract of land contains an area of 14.446 acres, more or less.

To be platted into Lot 254, Arbor Oaks, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

