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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 12/12/2012 10:10:09.23



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THIS PAGE INCLUDED FOR INDEXING
 PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO: CoX Communications
BOX 50
Att: Nikki Quakunbush

CHECK NUMBER

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Cox Communications

401 N 117TH ST

Omaha NE 68154

Attn: NIKKI QUAKENBUSH

THIS IS A CONVEYANCE OF AN EASEMENT |
AND CONSIDERATION IS LESS THAN \$100.00 |

space above for recorders use only

GRANT OF EASEMENT AND MEMORANDUM OF AGREEMENT

THIS GRANT OF EASEMENT is made this **15th day of July, 2011**, by and between **3703 Davenport, LLC** (“Grantor”) and **Cox Communications Omaha, L.L.C., d/b/a Cox Communications** (“Cox”). Grantor is the owner of the real property located in ^{Douglas} Saffy County, Nebraska, which is more particularly described in Exhibit A, attached hereto and incorporated herein (the “**Property**”) and does hereby grant to Cox, its affiliates, successors and assigns, a perpetual, non-exclusive easement to construct, place, operate, inspect, maintain, repair, replace and remove telecommunications facilities as Cox may from time-to-time require, consisting of conduits, strands, wires, coaxial cables, hardware, pads, markers, pedestals, junction boxes with wires and cables and necessary fixtures and appurtenances (collectively “**Facilities**”), in, under, over, and upon the Property (the “**Easement Area**”).

Cox shall have the exclusive right to use, relocate and/or remove its Facilities within the Easement Area and may make changes, including additions and substitutions to its Facilities as it deems necessary. The Facilities shall at all times remain the exclusive property of Cox and Grantor shall not damage the Facilities nor interfere with Cox’s use of the Facilities. Grantor, its successors and assigns shall have the right to use the Easement Area for any purpose which is not inconsistent with Cox’s rights herein. For purpose of ingress and egress to the Easement Area, Cox shall have a right of access over, upon or along Grantor’s property as is reasonably necessary to access the Easement Area.

Grantor, for itself, its successors and assigns, does hereby covenant and agree with Cox, and its successors and assigns, that Grantor at the time of execution of this Easement has the good right, title and authority to grant this Easement, and that Grantor and its successors and assigns further covenant to warrant and defend said Easement against the lawful claims of all persons whatsoever.

PLEASE TAKE NOTICE that Grantor and Cox have also entered into a **Services and Access Agreement** (the “**Agreement**”) dated **July 15th, 2011**, which, in accordance with its terms, entitles Cox to provide cable television and other telecommunications services on the Property. Among other things, the Agreement also provides Cox with rights of ingress and egress to the property necessary or useful to provide such service and maintain its Facilities and provides for ownership of the Facilities on the property used in providing such services. The Agreement binds any successors and assigns of the Grantor in accordance with its terms. A copy of relevant provisions of the Agreement will be provided to any properly interested person upon written request.

Cox requests that it receive notice of any pending trustee or foreclosure sale or receivership, bankruptcy or other proceeding affecting the Property, sent to the address above.

3703 Davenport, LLC:

By: THOMAS McLEAY

Name: Thomas McLeay

Title: Authorized Representative

Cox Communications Omaha, L.L.C., d/b/a Cox Communications:

By: Lynne Sangimino

Name: Lynne Sangimino

Title: Vice President of Sales

GRANTOR ACKNOWLEDGMENT

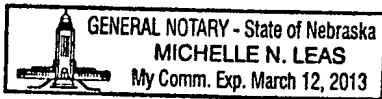
STATE OF NEBRASKA

COUNTY OF DOUGLAS

This instrument was acknowledged before me on JANUARY 4, 2012 by THOMAS H. McLEAY AUTHORIZED REP of 3703 DAVENPORT LLC.

WITNESS my hand and seal as such Notary Public on this 4TH day of JANUARY 2012.

[NOTARY SEAL]



Michelle N. Leas
Notary Public

Name: MICHELLE N. LEAS

My Commission Expires: 3.12.13

COX ACKNOWLEDGMENT

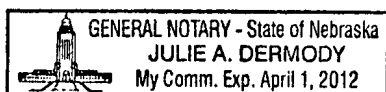
STATE OF NEBRASKA

COUNTY OF Douglas

This instrument was acknowledged before me on February 8, 2012 by Lynne Sangimino as VP of Sales of Cox Communications Omaha, LLC.

WITNESS my hand and seal as such Notary Public on this 8 day of February, 2012.

[NOTARY SEAL]



Julie A. Dermody
Notary Public

Name: Julie A. Dermody

My Commission Expires: 4-1-12

Exhibit A

Legal Description

AUSTIN AT MIDTOWN THE LOT 1 BLOCK 0-EX IRREG S 50

W132FT-LOT1 6990SQFT EXCESS REDEV VALUE (2267)