



MISC 2015001418



JAN 07 2015 12:28 P 6

Fee amount: 40.00  
FB: 63-23680  
COMP: SB

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
01/07/2015 12:28:56.00



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THE ABOVE SPACE IS RESERVED FOR THE REGISTER OF DEEDS RECORDING INFORMATION

**THIS PAGE INCLUDED  
FOR INDEXING**

**Exhibit B**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
Cox Communications  
1400 Lake Hearn Drive  
Atlanta, CA 30319  
Attn: MDU Contracts  
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 1<sup>st</sup> day of September, 2014, by and between BP TUDOR AZ 2, LLC, a Delaware limited liability company, KMD Tudor, LLC, a Delaware limited liability company and McDonnell Tudor, LLC, a Delaware limited liability company (“**Grantor**”) and Cox Communications Omaha, LLC, d/b/a/ Cox Communications (“**Cox**”). Grantor is the owner of the real property located in 10505 Evans Plaza, Omaha, NE 68134, 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 non-exclusive easement at the Property to construct, place, operate, inspect, maintain, repair, replace and remove a “Distribution System” consisting of telecommunications facilities as defined in that certain Services and Access Agreement (“**Agreement**”) entered into of equal date herewith between Grantor and Cox with respect to the Property. The parameters of the easement granted hereby are those areas of the Property occupied by Cox’s Distribution System (the “**Easement Area**”).

Cox shall have the right to use, replace, and/or remove the components of its Distribution System within the Easement Area and may make changes, including additions and substitutions to the Distribution System as it deems necessary and in compliance with the terms of the Agreement. The Distribution System shall remain the property of Cox while the Agreement is in effect and Grantor shall not damage nor interfere with the Distribution System. The disposition of the Distribution System and Cox’s removal rights following the Term of the Agreement shall be governed by the terms of the Agreement. Cox, its successors and permitted assigns shall have the right to use the Easement Area only for the specific purpose of operating, maintaining and repairing the Distribution System as needed to provide Services to the Property as such Services are defined in the Agreement. For purpose of ingress and egress to the Easement Area, Cox shall have a reasonable right of access across other areas of the Grantor’s Property as is reasonably necessary to access the Easement Area. Any damage caused to the Property by Cox during installation, maintenance, repair, or removal of the Distribution System will be repaired to Owner’s reasonable satisfaction. The easement granted hereunder replaces and supersedes any and all prior easements or other recorded documents granted to Cox (or its predecessors in interest) at the Property. Any and all such prior easements or other recorded documents granted to Cox or its predecessors in interest are hereby null and void and released of record.

The foregoing easement shall run with the Property solely during the Term of the Agreement and for a period of one hundred eighty (180) following the expiration or earlier termination of the Agreement; provided however that Cox may use the easement during the one hundred eighty (180) day period

following the expiration or termination of the Agreement for the sole purpose of exercising its equipment removal rights as set forth in the Agreement.

Grantor, for itself, its successors and assigns, does hereby covenant that the Grantor, at the time of execution of this Grant of Easement has the authority to grant this easement to Cox. Cox may not apportion, sublicense, share or otherwise allow a co-use of this Easement with any third party without Grantor's prior written consent; provided, however, that the easement granted hereunder shall automatically transfer to any permitted assign of Cox who assumes this Agreement in accordance with its terms and conditions.

PLEASE TAKE NOTICE that Grantor and Cox have also entered into a Services Agreement, as such may be amended, modified, replaced or superseded from time to time (collectively, the "**Agreement**") of equal date herewith, which, in accordance with its terms, entitles Cox to provide cable television, Internet access and voice services ("Services") on the Property. Among other things, the Agreement also provides Cox with rights of ingress and egress to the Property as necessary to provide such Services and maintain its Distribution System on the Property used in providing such Services. The Agreement binds any successors and assigns of the Grantor in accordance with its terms.

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.

In the event that the terms of this easement conflict with the terms of the Agreement, the terms of the Agreement shall take precedence.

**Grantor:**  
BP Tudor AZ 2, LLC,  
a Delaware limited liability company

By: Bridge Investment Group, LLC,  
a Utah limited liability company  
Its: Manager

By: [Signature]  
Name: D. Russell Minnick  
Title: Manager

KMD Tudor, LLC,  
a Delaware limited liability company

By: Bridge Investment Group, LLC,  
a Utah limited liability company  
Its: Manager

By: [Signature]  
Name: D. Russell Minnick  
Title: Manager

McDonnell Tudor, LLC,  
a Delaware limited liability company

By: Bridge Investment Group, LLC,  
a Utah limited liability company  
Its: Manager

By: [Signature]  
Name: D. Russell Minnick  
Title: Manager

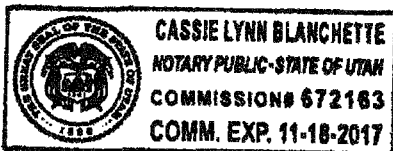
Address: 5295 S. Commerce Drive, Suite 175  
Murray, UT 84107

State of Utah  
County of Salt Lake

This instrument was acknowledged before me on the date of 9/8/14 by D. Russell Minnick  
Manager of Bridge Investment Group, LLC

[NOTARY SEAL]

[Signature]  
Notary Public  
Name: Cassie L. Blanchette



My Commission Expires: 11/18/17

Cox Communications Omaha, LLC, d/b/a Cox

Communications:

By: [Signature]

Name: Julie A. Ostronic

Title: MDM Manager Central Region

COX ACKNOWLEDGMENT

STATE OF Nebraska

COUNTY OF Douglas

On 11/7/15 (date) before me, NIKKI QUAKENBUSH (Notary), personally appeared Julie Ostronic (name of signer), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nebraska that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

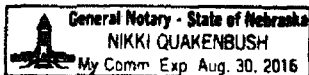
[NOTARY SEAL]

[Signature]

Notary Public

Name: NIKKI QUAKENBUSH

My Commission Expires: 8/30/16



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lots 1 through 15, inclusive, part of Lot 16, and Lots 17 through 22, inclusive, and vacated portions of Birch and Pinkney Streets, in MAPLE HEIGHTS, an Addition to the City of Omaha, as surveyed, platted and recorded, in the Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of Section 9, Township 15 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, more particularly described as follows:

Beginning at a point South  $89^{\circ}53'20''$  East, 50.0 feet from the Northwest corner of said Section 9, said point also being the Northwest corner of Lot 17, Maple Heights; thence South  $89^{\circ}53'20''$  East, a distance of 991.55 feet, to a point on the Southwesterly right-of-way line of Old Maple Street; thence South  $52^{\circ}44'25''$  East, on the Southwesterly right-of-way line of Old Maple Street, 54.77 feet, to a point of curve; thence on a curve to the right (radius being 540.70 feet), on the Southwesterly right-of-way line of Old Maple Street (chord bearing South  $25^{\circ}54'20''$  East), an arc distance of 500.63 feet; thence South  $00^{\circ}18'35''$  West, on the West right-of-way line of Old Maple Street, 786.30 feet, to a point of curve; thence on a curve to the left (radius being 183.00 feet), on the Westerly right-of-way line of Old Maple Street (chord bearing South  $00^{\circ}24'20''$  East), an arc distance of 4.57 feet, to the point of intersection of the North right-of-way line of Bedford Street, said point also being the Southeast corner of Lot 1, Maple Heights; thence North  $89^{\circ}57'05''$  West, on the North right-of-way line of Bedford Street, 630.06 feet, to the Southeast corner of Lot 16, Maple Heights; thence North  $00^{\circ}02'55''$  East, a distance of 726.03 feet, to a point that intersects a curve; thence on a curve to the right (radius being 638.00 feet - chord bearing North  $38^{\circ}17'51''$  West), an arc distance of 28.90 feet; thence North  $37^{\circ}00'00''$  West, 173.10 feet, to a point on the Southerly right-of-way line of Birch Street, said point also being the Northern most corner of Lot 16, Maple Heights; thence on a curve to the left (radius being 40.00 feet - chord bearing North  $37^{\circ}00'00''$  West), for an arc distance of 192.32 feet, to a point on the Northerly right-of-way line of said Birch Street; thence South  $53^{\circ}32'46''$  West, 325.01 feet, along said Northerly right-of-way line, to a point of curve; thence on a curve to the right (radius being 117.94 feet - chord bearing South  $71^{\circ}46'23''$  West), for an arc distance of 75.04 feet; thence West, 128.78 feet, along said Northerly right-of-way line, to a point on the East right-of-way line of 108th Street, said point also being the Southwest corner of Lot 17, Maple Heights; thence North, along said East right-of-way line, 544.85 feet, to the Point of Beginning.

NOTE: The West line of the Northwest Quarter of said Section 9 assumed North-South in direction.