



MISC 2008029861



MAR 28 2008 11:27 P 4

Misc 63-23780-86.  
FSE 23. P. PB 01-60000  
BMP 4-15-12 1/318  
7 DEF \_\_\_\_\_ SCOT \_\_\_\_\_ FI \_\_\_\_\_

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
3/28/2008 11:27:45.94



2008029861

RETURN: Cox Communications  
11505 W. Dodge Rd  
Omaha, NE 68154  
Attn: Lauren Manhart

**GRANT OF EASEMENT**

This Grant of Easement (the "Easement") dated this 15th day of September, 2007 by and between CoxCom, Inc. d/b/a Cox Communications Omaha, a Nebraska corporation, its successors and assigns, hereinafter referred to as "Grantee" and 10100 Grand Plaza Omaha, LLC, an Iowa limited liability company, hereinafter referred to as "Grantor".

Grantor and Grantee are parties to a Services Agreement dated September 15, 2007 (the "Agreement"), pursuant to which Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar (\$1.00), Grantor(s), owner(s) of the Premises described below, hereby grant(s) to Grantee, its successors and assigns, in accordance with and subject to the terms and conditions of the Agreement, a limited term easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Distribution Plant") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located in County of Douglas, State of Nebraska described as follows:

**LEGAL DESCRIPTION:**  
**(See Attached Exhibit 1)**

Except as provided in the Agreement, Grantor(s) agree for themselves and their heirs and assigns that the Distribution Plant on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Distribution Plant and shall have free access to said Distribution Plant and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area and all affected improvements to as near the same condition as it was prior to such excavation as is practical.



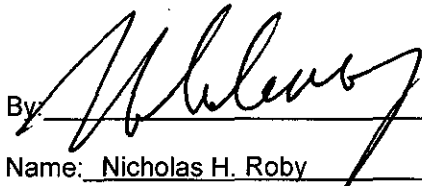
Notwithstanding anything to the contrary herein, the Easement terminates sixty (60) days after the Company is no longer providing the Services on the Premises due to the expiration or any earlier termination of the Agreement, including any continuation period required under the Agreement. Grantee shall execute and deliver to Owner a recordable release of this Easement within ten (10) days after the expiration of such sixty (60) day period. This obligation survives the expiration or any termination of the Agreement.

Company, individually and on behalf of any predecessors in interest, waives and releases all rights, if any, granted to Company or any predecessors in interest under any previous easement or grants of easement that relate to the Premises, including but not limited to the Telecommunications Services Agreement between Cox Communications Omaha, LLC and VMS National Prop. through Apartment Investment and Management Company, dated February 1, 2001. If there is a conflict between the provisions of the Agreement and the provisions of this Easement, the Agreement controls. Nothing in this Easement modifies in any way the terms of the Agreement.

Executed this 12 day of December, 2007.

GRANTOR:

10100 Grand Plaza Omaha, LLC,  
an Iowa limited liability company

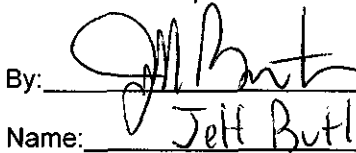
By: 

Name: Nicholas H. Roby

Title: Vice President

GRANTEE:

CoxCom, Inc.,  
d/b/a Cox Communications Omaha,  
a Nebraska Corporation

By: 

Name: Jeff Butler

Title: VP of Sales

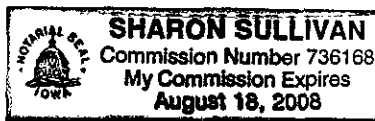
STATE OF IOWA )  
 ) ss.  
COUNTY OF POLK )

The foregoing instrument was acknowledged before me this 18 day of DECEMBER, 2007 by Nicholas H. Roby, Vice President of 10100 Grand Plaza Omaha, LLC, an Iowa limited liability company, on behalf of said limited liability company. He is personally known to me and did not take an oath.

Witness my hand and official seal.

SHARON SULLIVAN  
SHARON SULLIVAN Notary Public  
(Print Name)

My commission expires: 08-18-08



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 28 day of January, 2008 by Jeff Butler, VP of Sales of CoxCom, Inc. d/b/a Cox Communications Omaha, a Nebraska corporation, on behalf of said corporation. He/she is personally known to me and did not take an oath.

Witness my hand and official seal.

Julie A Dermody  
Julie A Dermody Notary Public  
(Print Name)

My Commission expires: 4-1-08



**EXHIBIT 1**

**LEGAL DESCRIPTION OF PREMISES**

DOUGLAS COUNTY, NEBRASKA

NWNE  
SWNE.

Part of the NE 1/4 of Section 4, T 15 N, R 12 E of the 6th P.M., Douglas County, Nebraska, and Lots 1 through 6, inclusive, Block 39, Maple Village, as surveyed, platted and recorded, and vacated Grand Avenue, Saratoga Street and Redman Avenue, all more particularly described as follows: Beginning at a point which is South 175.0 feet and S 89°40' W, 175.0 feet from the Northeast corner of the SW 1/4 of the NE 1/4 of said Section 4; thence S 89°40' W, 728.75 feet to a point on the East R.O.W. line of Interstate Highway No. 680; thence N 1°46'30" E on the East R.O.W. line of Interstate Highway No. 680, 443.40 feet; thence N 20°03'42" E on the Easterly R.O.W. line of Interstate Highway No. 680, 332.17 feet; thence N 89°40' E, 499.45 feet; thence S 0°20' E, 125.0 feet; thence N 89°40' E, 93.0 feet to the Southeast corner of Lot 7, Block 39, Maple Village; thence Southerly on a curve to the right (radius being 1495.71 feet, chord bearing S 1°25'02" E), an arc distance of 74.86 feet; thence South on the East line of Lots 1 through 6, inclusive, Block 39, Maple Village, 505.17 feet; thence S 5°42'50" E, 50.22 feet to the point of beginning.