

PRF

2013079544

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Cox Communications

401 N 117<sup>th</sup> Street

Omaha NE 68154

Attn: NIKKI DWAKENBUSH

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 May, 2013, by and between **RM10 Holdings, LLC dba The Grand Reserve at Elkhorn ("Grantor")** and **Cox Communications Omaha, LLC, a Delaware limited liability company, d/b/a Cox Communications ("Cox")**. Grantor is the owner of the real property located in Douglas 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 **May 1<sup>st</sup>, 2013**, 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.

RM10 Holdings, LLC dba The Grand Reserve at Elkorn:

Cox Communications Omaha, L.L.C.,

d/b/a Cox Communications:

By: Marc GuizzoBy: Lynne SangiminoName: Marc GuizzoName: Lynne SangiminoTitle: Director of FacilitiesTitle: Vice President of SalesGRANTOR ACKNOWLEDGMENTSTATE OF New YorkCOUNTY OF NiagaraThis instrument was acknowledged before me on April 18, 2013 by Marc Guizzo as Director of Facilities of RM10 Holdings, LLC dba The Grand Reserve at Elkorn.WITNESS my hand and seal as such Notary Public on this 18<sup>th</sup> day of April, 2013.

[NOTARY SEAL]

Dawn I. Gilliam  
Notary Public

Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Dawn I. Gilliam**  
Notary Public, State of New York  
Qualified in Niagara County  
My Commission Expires July 7, 2015

COX ACKNOWLEDGMENT

STATE OF NEBRASKA

COUNTY OF DOUGLASThis instrument was acknowledged before me on MAY 30<sup>TH</sup>, 2013 by Lynne Sangimino as Vice President of Sales of Cox Communications Omaha, LLC, d/b/a Cox Communications.WITNESS my hand and seal as such Notary Public on this 30 day of MAY, 2013.

[NOTARY SEAL]

Nikki Quakenbush  
Notary Public

Name: NIKKI QUAKENBUSH  
My Commission Expires: 8/30/16

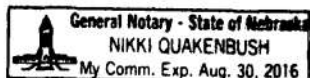


EXHIBIT A:

LOT 10, IN PINEY CREEK REPLAT, A SUBDIVISION, AS SURVEYED,  
PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA
