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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE



4/20/2012 10:40:04.33
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THIS PAGE INCLUDED FOR INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO: Cox Communications
401 N 17th st
Omana Ne 68131
Attn: NIKKI Quakenbush

CHECK NUMBER

RECORDING REQUESTED BY AND
 WHEN RECORDED MAIL TO:
 Cox Communications
401 N 117TH ST
Omaha NE 68154
 Attn: General Manager
 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 **20th day of July, 2011**, by and between **Middletown Properties** (“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 **July 20th, 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.

Middletown Properties:

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

By: [Signature]
Name: Laura L. Barr
Title: Property Mgr

By: [Signature]
Name: Lynne Sangimino
Title: Vice President of Sales

GRANTOR ACKNOWLEDGMENT

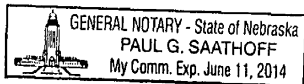
STATE OF NEBRASKA

COUNTY OF DOUGLAS

This instrument was acknowledged before me on August 2, 2011 by Laura L. Barr as Property Mgr of Middletown Properties

WITNESS my hand and seal as such Notary Public on this 2 day of August, 2011.

[NOTARY SEAL]



[Signature]
Notary Public
Name: PAUL G SAATHOFF
My Commission Expires: _____

COX ACKNOWLEDGMENT

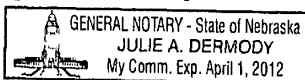
STATE OF NEBRASKA

COUNTY OF DOUGLAS

This instrument was acknowledged before me on November 14, 2011 by Lynne Sangimino as Vice President of Sales of Cox Communications Omaha, LLC.

WITNESS my hand and seal as such Notary Public on this 14 day of Nov, 2011.

[NOTARY SEAL]



[Signature]
Notary Public
Name: Julie A. Dermody
My Commission Expires: 4-1-12

Middletown Properties legal descriptions are:

Isaacs & Seldens Add, Lot 000002, Block 00004, LTS 1-5 132x124

Isaacs & Seldens Add, Lot 000008, Block 00004, E 50 FT LT 6

& All LTS 7 & 8 182x124