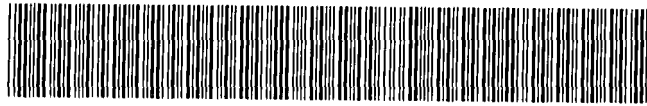


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BKPI 2367 EXAM CC

IND SCAN PRF

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
2/28/2013 09:44:32.74



2013019867

THIS PAGE INCLUDED FOR INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO:

CDX Communications

BOX 50

see next pg

CHECK NUMBER

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Cox Communications  
401 N. 117<sup>th</sup> Street

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 12<sup>th</sup> day of March, 2012, by and between **Byron Reed Syndicate #6** ("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 March 12<sup>th</sup>, 2012, 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.

**GRANTOR**

Byron Reed Syndicate #6:

By: [Signature]  
Name: Nicki Thelen  
Title: Byron Reed Group LLC

**COX**

COX COMMUNICATIONS OMAHA, LLC, a Delaware limited liability company:

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

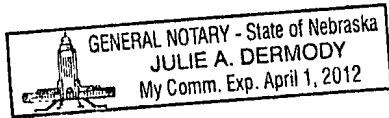
**COX ACKNOWLEDGEMENT**

STATE OF NEBRASKA

COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 12 day of March, 2012 by Lynne Sangimino, the VP of Sales of Cox Communications Omaha, LLC, a Delaware limited liability company, on behalf of the limited liability company.

[NOTARY SEAL]



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

**GRANTOR ACKNOWLEDGEMENT**

STATE OF NEBRASKA

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of FEBRUARY, 2012 by NICKI THIELEN, the MEMBER of BYRON REED GROUP LLC, a NE corporation, on behalf of the corporation, LLC Byron Reed Syndicate #6

[NOTARY SEAL]

[Signature]  
Notary Public  
Name: GREGORY M. MCGILLIVRAY  
My Commission Expires: 2/25/14

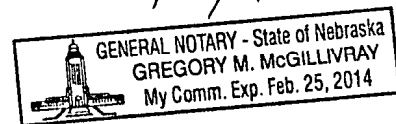


Exhibit A

Legal Description

Lots five (5) through 16 (16) both inclusive, in block 20

In Ambler Place, an addition to the City of Omaha, Douglas County, Nebraska

Together with entire vacated alley adjoining said premises, and

Together with west one-half of vacated 43<sup>rd</sup> Street adjoining on the east.