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Tx:4005130

**2012-11113**

**RECORDER JOHN SCIORTINO  
POTTAWATTAMIE COUNTY, IA  
FILE TIME: 07/31/2012 2:16:31 PM  
REC: 15.00AUD: T TAX:  
RMA: 1.00ECM: 1.00**

Exhibit B

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Cox Communications

401 N 117th St

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 **1<sup>st</sup> day of March, 2012**, by and between **405 West Broadway, Limited Liability Company ("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 Pottawattamie County, Iowa,, 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 1<sup>st</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

405 West Broadway, Limited Liability Company:

By: [Signature]  
Name: Todd Heistand  
Title: President Managing Member

COX

COX COMMUNICATIONS OMAHA, LLC, a Delaware limited Liability Company:

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

COX ACKNOWLEDGEMENT

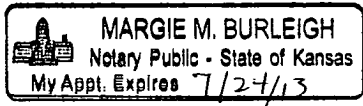
STATE OF ~~NEBRASKA~~ KANSAS

COUNTY OF Sedgewick

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of April, 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: MARGIE M. Burleigh  
My Commission Expires: 7/24/13



Iowa

GRANTOR ACKNOWLEDGEMENT

STATE OF ~~NEBRASKA~~

COUNTY OF Harrison

The foregoing instrument was acknowledged before me this 14 day of February, 2012 by Todd Heistand, the managing Member of 405 W. Broadway, LLC, a Iowa corporation, on behalf of the corporation.

[NOTARY SEAL]

[Signature]  
Notary Public  
Name: Carrie Murdock  
My Commission Expires: 4-6-12



### Legal Description

Lots 1 and 2 in Keller and Bennett's Subdivision of Lot 176 in the Original Plat of Council bluffs, Iowa, and the Westerly 4 Inches of Fourth Street between the Southerly line of Broadway and the Northerly line of the alley in rear of Keller and Bennett's Subdivision, Being the same strip of ground as vacated by the City Council of the City of Council Bluffs, Iowa; An ordinance vacating the Westerly 4 Inches of Fourth Street from the Southerly line of Broadway to the Northerly line of first alley South of Keller and Bennett's Subdivision and granting the same to the owners of Lot 1, Keller and Bennett's Subdivision.