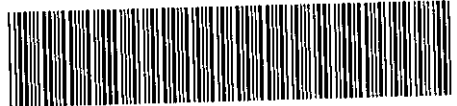




1290 687 MISC



06231 99 687-688

Nebr Doc Stamp Tax
Date
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By

RECEIVED

APR 26 3 31 PM '99

RICHARD N. TAKECHI  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

**EXHIBIT B**

WHEN RECORDED RETURN TO:	Deb Davis Cox Communications Omaha, Inc. 11505 W. Dodge Rd. Omaha, NE 68154
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MEMORANDUM OF AGREEMENT FOR TELECOMMUNICATIONS FACILITIES  
AND SERVICE, AND REQUEST FOR NOTICE

PLEASE TAKE NOTICE as follows:

1. Joslyn Loft Limited Partnership, a Nebraska Limited Partnership ("Owner"), and CoxCom, Inc., a Delaware corporation, d/b/a Cox Communications Omaha ("Cox"), have entered into an Agreement for Telecommunication Facilities and Service dated March 17, 1999 (the "Agreement").

2. The Agreement grants to Cox an easement entitling Cox to provide cable television, telephone, data transmission and/or other telecommunications service and programming to all residential units located on the property described on Exhibit A attached hereto and incorporated herein by this reference (the "Property") and to any clubhouse, the management/leasing office and all other common area facilities located on the Property. Owner and Cox are recording this memorandum in the Official Records of Omaha, Nebraska to evidence and confirm the same of record. Such Grant of Easements will terminate upon the expiration or earlier termination of the Agreement.

3. The Agreement also grants to Cox rights of access, ingress and egress to and from the Property for marketing of telecommunications services at the Property.

4. The term of the Agreement expires seven (7) years after the first date any residential building on the Property (a) receives a final certificate of occupancy (or equivalent governmental approval to occupy on a normal and regular basis) and (b) is actually occupied in at least one unit by a person or persons for normal residential purposes, but subject to extension as expressly provided in the Agreement.

5. The Agreement further provides that Cox shall own fee title to certain telecommunications facilities and equipment constructed or installed at the Property, and that the same constitute the personal property of Cox and shall not be considered real property or fixtures or become a part of the Property despite attachment to the Property.

6. The Agreement shall run with the Property and shall be binding upon and inure to the benefit of (a) Owner and any person acquiring any right, title or interest in or to the Property or any portion thereof and (b) Cox and its permitted successors and assigns. A copy of relevant provisions of the Agreement will be provided to any properly interested person upon written request.

A-06231

FEE 11.00 FB 03-8000

BKP 10-1 C/O \_\_\_\_\_ COMP VP

DEL \_\_\_\_\_ SCAN ds FV \_\_\_\_\_

7. n/a

8. This Memorandum is created and recorded for the purpose of providing notice of the terms and provisions of the Agreement and does not vary or amend any terms and provisions of the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

9. Cox requests that it be mailed to its address set forth at the beginning of this Memorandum a copy of any notice of default and a copy of any notice of sale under each and every deed of trust or mortgage which is recorded against the Property prior in time to recordation of this Memorandum. (NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.) Cox further requests that it be mailed to such address notice of any pending receivership, bankruptcy or other proceeding affecting the Property.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum this 17th day of March, 1999.

Joslyn Loft Limited Partnership

By: [Signature]  
Name: Christian Christensen  
Title: G.P./Fox Enterprises - Pres.

COXCOM, INC. d/b/a COX COMMUNICATIONS  
OMAHA

By: [Signature]  
Name: Richard Hook  
Title: U.P. Gen

STATE OF Nebraska )  
COUNTY OF Douglas )

STATE OF Nebraska )  
COUNTY OF Douglas )

On March 17, 99, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Christian Christensen personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose Name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

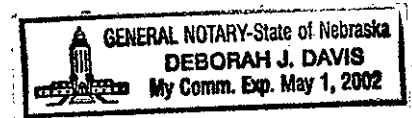
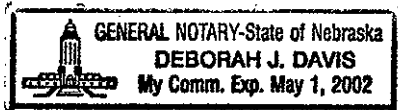
On March 17, 99, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Hook personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose Name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Deborah J. Davis  
NOTARY PUBLIC  
My Commission Expires on 5/1/02

WITNESS my hand and official seal.

Deborah J. Davis  
NOTARY PUBLIC  
My Commission Expires on 5/1/02



Legal:

All lots of 5 and 6 Block 172  
City Lots Addition, Douglas County, NE