



MISC Inst. # 2018050152, Pg: 1 of 3 Rec Date: 06/27/2018 13:43:57.873

Fee Received: \$22.00 Electronically Recorded By: MJ

Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

GPIN/Other#: ____

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Cox Communications
401 N 117th Street,
Omaha, NE 68154
Attn: MDU Dept.
THIS IS A CONVEYANCE OF AN EASEMENT
AND CONSIDERATION IS LESS THAN \$100.00

(space above for recorder's use only)

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made this 1 day of June, 2018, by and between Dodge Street Apartments II, LLC ("Grantor") and Cox Communications Omaha, LLC. Grantor is the owner of certain real property located in Douglas County, Nebraska, which is more particularly described in Exhibit A, attached hereto and incorporated herein (the "Property").

PLEASE TAKE NOTICE that Grantor and Cox have entered into that certain Service Agreement, dated 6/1/2018, as such may be amended, extended, renewed or replaced (collectively, the "**Agreement**") pursuant to which Grantor has granted to Cox the right to (a) install construct, install, operate, maintain, repair, replace, and remove telecommunications and other facilities consisting of, without limitation, conduit, microduct, strands, wires, coaxial cables, fiber optic cables, hardware, wireless access points, backhaul modems, antennas, pedestals, junction boxes, and other wiring and equipment (collectively, the "**Facilities**") as Cox may from time-to-time require, and (b) offer, provide, and market (on an exclusive or non-exclusive basis) video, entertainment, high-speed data, voice, home security and home automation, and other services (collectively, the "**Services**") to the Property. Cox owns and/or Grantor has granted to Cox the exclusive right to use all or a portion of the Facilities. Any Facilities owned by Cox shall not be deemed a fixture of the Property. The Agreement and the rights and obligations of each party under the Agreement shall run with title to the Property and be binding on Grantor and subsequent owners of the Property and all others who may claim an interest in the Property. A copy of relevant provisions of the Agreement will be provided to any properly interested person upon written request.

Grantor shall provide notice to Cox of any pending trustee or foreclosure sale or receivership, bankruptcy or other proceeding affecting the Property, sent to the address above.

Inst. # 2018050152, Pages: 2 of 3

Dodge Street Apartments II, LLC:

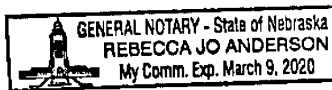
By: Howard M. KooperName: Howard M. KooperTitle: MemberGRANTOR ACKNOWLEDGMENTSTATE OF Nebraska
COUNTY OF Rough

On 6/13/18 (date) before me, Rebecca Jo Anderson (Name of Notary), personally appeared Howard M. Kooper as Member of Dodge Street Apartments II, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nebraska that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[NOTARY SEAL]



Notary Public

Name: Rebecca Jo AndersonMy Commission Expires: March 9, 2020

Inst. # 2018050152, Pages: 3 of 3

[Legal Description]

Lot 24, West Dodge Hills, A Subdivision, in Douglas County, Nebraska