



MISC 2008029863



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Misc 63-21460-L.F.E.  
 Y5 FEE 33.00 FD 63-21480-Exp.  
 16 BKP C/O CCLP 8/5  
 DEL SCAN PV

Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 3/28/2008 11:28:06.43



2008029863

RETURN: Cox Communications  
11505 W. Dodge Rd  
Omaha, NE 68154  
 Attn: Lauren Manhart

### GRANT OF EASEMENT

This Grant of Easement (the "**Easement**") dated this 15th day of September, 2007 by and between CoxCom, Inc. d/b/a Cox Communications Omaha, a Nebraska corporation, its successors and assigns, hereinafter referred to as "**Grantee**" and 11402 Evans Omaha, LLC, an Iowa limited liability company, hereinafter referred to as "**Grantor**".

Grantor and Grantee are parties to a Services Agreement dated September 15, 2007 (the "**Agreement**"), pursuant to which Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar (\$1.00), Grantor(s), owner(s) of the Premises described below, hereby grant(s) to Grantee, its successors and assigns, in accordance with and subject to the terms and conditions of the Agreement, a limited term easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "**Distribution Plant**") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "**Premises**") located in County of Douglas, State of Nebraska described as follows:

### LEGAL DESCRIPTION: (See Attached Exhibit 1)

Except as provided in the Agreement, Grantor(s) agree for themselves and their heirs and assigns that the Distribution Plant on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Distribution Plant and shall have free access to said Distribution Plant and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area and all affected improvements to as near the same condition as it was prior to such excavation as is practical.

Grant of Easement to Cox Services Agreement - Club at Highland Park  
 Dallas 1272967\_1 6530.95 jsc:lcb 09.05.07

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Notwithstanding anything to the contrary herein, the Easement terminates sixty (60) days after the Company is no longer providing the Services on the Premises due to the expiration or any earlier termination of the Agreement, including any continuation period required under the Agreement. Grantee shall execute and deliver to Owner a recordable release of this Easement within ten (10) days after the expiration of such sixty (60) day period. This obligation survives the expiration or any termination of the Agreement.

Company, individually and on behalf of any predecessors in interest, waives and releases all rights, if any, granted to Company or any predecessors in interest under any previous easement or grants of easement that relate to the Premises, including but not limited to the Telecommunications Services Agreement between Cox Communications Omaha, LLC and Consolidated Capital Properties IV through Apartment Investment and Management Company, dated February 1, 2001. If there is a conflict between the provisions of the Agreement and the provisions of this Easement, the Agreement controls. Nothing in this Easement modifies in any way the terms of the Agreement.

Executed this 10 day of December, 2007.

GRANTOR:

11402 Evans Omaha, LLC,  
an Iowa limited liability company

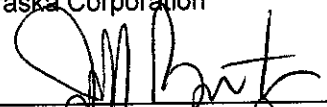
By: 

Name: Nicholas H. Roby

Title: Vice President

GRANTEE:

CoxCom, Inc.,  
d/b/a Cox Communications Omaha,  
a Nebraska Corporation

By: 

Name: Jeff Butler

Title: VP of Sales

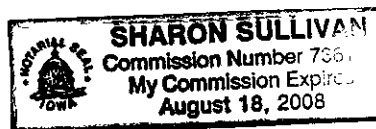
STATE OF IOWA )  
 ) ss.  
COUNTY OF POLC )

The foregoing instrument was acknowledged before me this 18 day of DECEMBER, 2007 by Nicholas H. Roby, Vice President of 11402 Evans Omaha, LLC, an Iowa limited liability company, on behalf of said limited liability company. He is personally known to me and did not take an oath.

Witness my hand and official seal.

SHARON SULLIVAN  
SHARON SULLIVAN Notary Public  
(Print Name)

My commission expires: 08-18-08



STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 28 day of January, 2008 by Jeff Butler, VP of Sales of CoxCom, Inc. d/b/a Cox Communications Omaha, a Nebraska corporation, on behalf of said corporation. He/she is personally known to me and did not take an oath.

Witness my hand and official seal.

Julie A. Dermody  
Julie A. Dermody Notary Public  
(Print Name)

My Commission expires: 4-1-08



**EXHIBIT 1**

**LEGAL DESCRIPTION OF PREMISES**

[Cover page for 1 page.]

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF LAKE FOREST**

**DOUGLAS COUNTY, NEBRASKA**

**Parcel I**

Lots 1, 2, 3 and 10, Lake Forest Estates Replat, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

Less and Except:

Part of Lot 3, Lake Forest Estates Replat, a Subdivision as surveyed, platted and recorded, more particularly described as follows:

Beginning at the Northwest corner of Lot 3, Lake Forest Estates Replat, thence east along the northerly property line of Lot 3, a distance of 20 feet; thence southeasterly along a line parallel to the westerly property line of Lot 3, a distance of 20 feet; thence southwesterly along a line parallel to the northerly property line of Lot 3, a distance of 20 feet, more or less, to a point on the westerly property line of Lot 3; thence northwesterly along the westerly property line of Lot 3, to the point of beginning.

ALSO less and except:

Part of Lot 3, Lake Forest Estates Replat, a Subdivision, as surveyed, platted and recorded, more particularly described as follows:

Beginning at the Northeast corner of Lot 3, Lake Forest Estates Replat, thence south along the easterly property line of Lot 3, a distance of 20 feet; thence west along a line parallel to the northerly property line of Lot 3, a distance of 20 feet; thence northerly along a line parallel to the easterly property line of Lot 3, a distance of 20 feet, more or less, to a point on the northerly property line of Lot 3; thence easterly along the northerly property line of Lot 3, to the point of beginning.

**Parcel II**

Lot 1, Lake Forest Estates, Douglas County, Nebraska

**Parcel III**

Lots 15 through 25 inclusive, Lake Forest Estates Replat, Douglas County, Nebraska

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