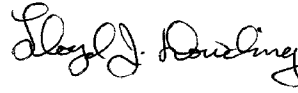


FILED SARPY CO. NE.  
INSTRUMENT NUMBER

**2018-24857**

2018 Oct 22 08:41:38 AM



REGISTER OF DEEDS



COUNTER JS
VERIFY JS
FEES \$ 22.00
CHG SFILE
SUBMITTED COX COMMUNICATIONS - OMAH

GPIN/Other#: \_\_\_\_\_

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
Cox Communications

\_\_\_\_\_  
Attn: General Manager

THIS IS A CONVEYANCE OF AN EASEMENT  
AND CONSIDERATION IS LESS THAN \$100.00

\_\_\_\_\_  
(space above for recorder's use only)

#### GRANT OF EASEMENT AND MEMORANDUM OF AGREEMENT

**THIS GRANT OF EASEMENT AND MEMORANDUM OF AGREEMENT** is made this 1 day of June, 2018, by and between City Centre 1, LLC ("Grantor") and Cox Communications Omaha, LLC. Grantor is the owner of certain real property located in Sarpy County, Nebraska, which is more particularly described in Exhibit A, attached hereto and incorporated herein (the "**Property**"). Grantor hereby declares, creates, and grants to Cox, its affiliates, successors and assigns, a perpetual, non-exclusive easement and servitude in, on, over, under, across and through the Property and all its improvements, together with all rights of access, ingress and egress for the purposes stated hereafter (the "**Easement**"). Grantor hereby covenants, represents, and warrants to Cox that Grantor, at the time of execution of this Easement, has the right and title to the Property and all requisite authority to grant this Easement. This Easement shall run with the title to the Property, and be binding on Grantor, all subsequent owners of the Property, and others who may claim an interest in the Property.

This Easement is for the purposes of: (a) constructing, installing, operating, maintaining, repairing, replacing, and removing telecommunications and other facilities consisting of, without limitation, conduits, strands, wires, coaxial cables, hardware, wireless access points, backhaul modems, antennas, pedestals, junction boxes, and other equipment (collectively, the "**Facilities**") as Cox may from time-to-time require, and (b) offering, providing, and marketing (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. Cox shall repair all damage to the Property caused by Cox or its contractors in connection with this Easement. Furthermore, upon the removal of any of the Facilities, Cox shall repair and restore the Property to the condition existing prior to such removal.

Grantor may grant other easements, servitudes, or rights of access to the Property and use the Property for any purpose that does not restrict or interfere with this Easement or Cox's use of the Facilities, does not damage the Facilities, and is consistent with Cox's rights under either this Easement or the Agreement (as such term is defined below).

PLEASE TAKE NOTICE that, contemporaneously with this Easement, Grantor and Cox have also entered into that certain Service Agreement, dated 6/1/2018, as such may be amended, extended, renewed or replaced (collectively, the "**Agreement**") which may contain additional information regarding the Facilities and the Services. 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

GRANTOR:

City Centre 1, LLC

By: [Signature]

Name: CHRISTOPHER L. ERICKSON

Title: MANAGING MEMBER

GRANTOR ACKNOWLEDGMENT

STATE OF NE

COUNTY OF Douglas

On 9/7/18 (date) before me, Avita M Mace (Name of Notary), personally appeared Christopher L. Erickson (name of signer), as managing member (title of signer) of City Centre 1, 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 NE that the foregoing paragraph is true and correct.

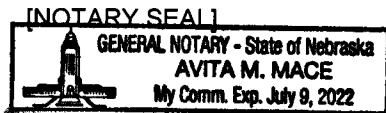
WITNESS my hand and official seal.

[Signature]

Notary Public

Name: Avita M Mace

My Commission Expires: 7/9/2022



## **EXHIBIT A**

### **Parcel 1:**

**Lots 10, 14 and 15, La Vista City Centre, an addition to the City of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska.**

### **Parcel 2:**

**Lot 2, La Vista City Centre Replat 1, an addition to the City of La Vista, as surveyed, platted and recorded in Sarpy County, Nebraska.**

### **Parcel 3:**

**Access and Parking Easements in common areas for ingress and egress to lots as set forth in Declaration of Easements, Covenants, Conditions and Restrictions for La Vista City Centre, La Vista, Sarpy County, Nebraska, filed December 2, 2016 at Instrument No. 2016-31246, records of Sarpy County, Nebraska.**