



MISC 2016089563



OCT 26 2016 17:36 P 4

Fee amount: 28.00  
FB: 07-05673  
COMP: DW

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
10/26/2016 17:36:49.00



2016089563

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THE ABOVE SPACE IS RESERVED FOR THE REGISTER OF DEEDS RECORDING INFORMATION

**THIS PAGE INCLUDED  
FOR INDEXING**

**Exhibit B**

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)

**GRANT OF EASEMENT AND MEMORANDUM OF AGREEMENT**

**THIS GRANT OF EASEMENT AND MEMORANDUM OF AGREEMENT** (this "**Easement**") is made this September 1, 2016, by and between **The Residences at The Capitol District, LLC (Grantor)** and Cox Communications Omaha, LLC, a Delaware limited liability company, d/b/a Cox Communications ("**Cox**"). Grantor is the owner of certain real property located in Douglas County, NE, 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 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. 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 and other services (collectively, the "**Services**") to the Property and other properties and persons that can be served by the Facilities. 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.

Grantor may grant other easements 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 and Access Agreement, dated September 1, 2016, 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:

The Residences at The Capitol District, LLC

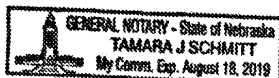
By: Name: Michael T. MoylanTitle: ManagerGRANTOR ACKNOWLEDGMENTSTATE OF NebraskaCOUNTY OF Douglas


On 9-14-2016 (date) before me, Tamara J. Schmitt (Notary), personally appeared Michael T. Moylan (name of signer), 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: Tamara J. SchmittMy Commission Expires: Aug 18, 2019

**Exhibit A**

**Legal Description**

CAPITOL DISTRICT THE LOT 2 BLOCK 0 LT 2 28724 SQ FT