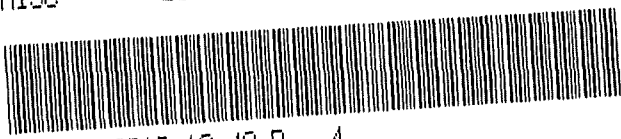




MISC 2010032962



APR 19 2010 12:42 P 4

misc
 4 FEE 21.00 FB 16-06540
 BKP _____ C/O _____ COMP _____
 2 DEL _____ SCAN _____ FV _____

B Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 4/19/2010 12:42:46.57



2010032962

Filed: AS RECEIVED

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PAGE DOWN FOR BALANCE OF INSTRUMENT

Return To: *npt pg*

Check Number

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Cox Communications

11505 W Dodge Rd
Omaha, NE 68154

Attn: ~~Carol Hardebeck~~ Carol Hardebeck

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

space above for recorders use only

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made this 18th day of November, 2009, by and between Re-Vest, LLC ("Grantor") and Cox Communications Omaha, LLC, a Delaware limited liability company, CoxCom, Inc. d/b/a Cox Communications Omaha ("Cox"). Grantor is the owner of the real property located in Douglas County, Nebraska, which is more particularly described in Exhibit A, attached hereto and incorporated herein (the "Property") and does hereby grant to Cox, its affiliates, successors and assigns, a perpetual, non-exclusive easement to construct, place, operate, inspect, maintain, repair, replace and remove telecommunications facilities as Cox may from time-to-time require, consisting of conduits, strands, wires, coaxial cables, hardware, pads, markers, pedestals, junction boxes with wires and cables and necessary fixtures and appurtenances (collectively "Facilities"), in, under, over, and upon the Property (the "Easement Area").

Cox shall have the exclusive right to use, relocate and/or remove its Facilities within the Easement Area and may make changes, including additions and substitutions to its Facilities as it deems necessary. The Facilities shall at all times remain the exclusive property of Cox, and Grantor shall not damage the Facilities nor interfere with Cox's use of the Facilities. Grantor, its successors and assigns shall have the right to use the Easement Area for any purpose which is not inconsistent with Cox's rights herein. For purpose of ingress and egress to the Easement Area, Cox shall have a right of access over, upon or along Grantor's property as is reasonably necessary to access the Easement Area.

Grantor, for itself, its successors and assigns, does hereby covenant and agree with Cox, and its successors and assigns, that Grantor at the time of execution of this Easement has the good right, title and authority to grant this Easement, and that Grantor and its successors and assigns further covenant to warrant and defend said Easement against the lawful claims of all persons whatsoever.

[SIGNATURE ON FOLLOWING PAGE]

GRANTOR:

By: [Signature]

Name: LARRY HOFFMAN

Title: Managing Partner

** FILED: AS IS

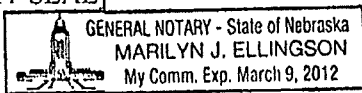
GRANTOR ACKNOWLEDGMENT

STATE OF NEBRASKA

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this 19 day of November, 2009 by Larry Hoffman, the Managing Partner of Re-Vest, LLC corporation, on behalf of the corporation.

[NOTARY SEAL]



[Signature]
Notary Public
Name: Marilyn J. Ellingson
My Commission Expires: March 9, 2012

Exhibit A

Property Description

The North 68 feet of Lots 13 and 14, Clark's St. Mary's Avenue Addition, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.