

99-32203

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
99-032203

99 OCT 18 PM 2:55

Counter AD  
Verify S  
D.E. AK  
Proof AK  
Fee \$ 11.00  
Ck  Cash  Chg

*Sharon J. Lewandus*  
**EXHIBIT B**  
REGISTER OF DEEDS

WHEN RECORDED RETURN TO: Deb Davis  
Cox Communications Omaha, Inc.  
11505 W. Dodge Rd.  
Omaha, NE 68154

MEMORANDUM OF AGREEMENT FOR TELECOMMUNICATIONS FACILITIES  
AND SERVICE, AND REQUEST FOR NOTICE

PLEASE TAKE NOTICE as follows:

1. Immanuel Retirement Communities, Inc., a Nebraska Corporation ("Owner"), and CoxCom, Inc., a Delaware corporation, d/b/a Cox Communications Omaha ("Cox"), have entered into an Agreement for Telecommunication Facilities and Service dated July 20, 1999 (the "Agreement").

2. The Agreement grants to Cox an easement entitling Cox to provide cable television, telephone, data transmission and/or other telecommunications service and programming to all residential units located on the property described on Exhibit A attached hereto and incorporated herein by this reference (the "Property") and to any clubhouse, the management/leasing office and all other common area facilities located on the Property. Owner and Cox are recording this memorandum in the Official Records of Omaha, Nebraska, to evidence and confirm the same of record. Such Grant of Easements will survive the expiration or earlier termination of the Agreement.

3. The Agreement also grants to Cox rights of access, ingress and egress to and from the Property for marketing of telecommunications services at the Property.

4. The term of the Agreement expires 5 years after the first date any residential building on the Property (a) receives a final certificate of occupancy (or equivalent governmental approval to occupy on a normal and regular basis) and (b) is actually occupied in at least one unit by a person or persons for normal residential purposes, but subject to extension as expressly provided in the Agreement.

5. The Agreement further provides that Cox shall own fee title to certain telecommunications facilities and equipment constructed or installed at the Property, and that the same constitute the personal property of Cox and shall not be considered real property or fixtures or become a part of the Property despite attachment to the Property.

6. The Agreement shall run with the Owner's leasehold interest in the property and shall be binding upon and inure to the benefit of (a) Owner and any person acquiring any right, title or interest in or to Owner's leasehold interest in the Property or any portion thereof and (b) Cox and its permitted successors and assigns. A copy of relevant provisions of the Agreement will be provided to any properly interested person upon written request.

FEE \_\_\_\_\_ FB \_\_\_\_\_  
BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP \_\_\_\_\_  
DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_

032203

99-32203A

7. N/A

8. This Memorandum is created and recorded for the purpose of providing notice of the terms and provisions of the Agreement and does not vary or amend any terms and provisions of the Agreement. In the event of any conflict between this Memorandum and the Agreement, the Agreement shall control.

9. Cox requests that it be mailed to its address set forth at the beginning of this Memorandum a copy of any notice of default and a copy of any notice of sale under each and every deed of trust or mortgage which is recorded against the Property prior in time to recordation of this Memorandum. (NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the address contained in this recorded request. If your address changes, a new request must be recorded.) Cox further requests that it be mailed to such address notice of any pending receivership, bankruptcy or other proceeding affecting the Property.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum this 20<sup>th</sup> day of July, 1999

By: Russell L. Greenwald  
Name: Russell L. Greenwald  
Title: COO

COXCOM, INC. d/b/a COX COMMUNICATIONS  
OMAHA  
By: Richard Hobbs  
Name: Richard Hobbs  
Title: VP Omaha

STATE OF Nebraska )  
COUNTY OF Douglas )

STATE OF Nebraska )  
COUNTY OF Douglas )

On Jul 20, 99, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose Name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

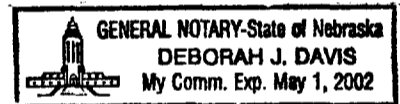
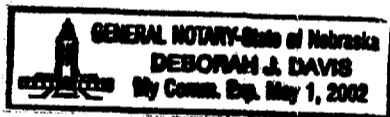
On July 27, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Hobbs, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose Name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Deborah J. Davis  
NOTARY PUBLIC  
My Commission Expires on 5/1/02

WITNESS my hand and official seal.

Deborah J. Davis  
NOTARY PUBLIC  
My Commission Expires on 5/1/02



**LEGAL DESCRIPTION**

BEING ALL OF LOT 1, TRINITY ADDITION AND TAX LOT 12B, ALL LOCATED IN THE SOUTH-WEST QUARTER OF THE NORTH-EAST QUARTER OF SECTION 27, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TAX LOT 12B, THENCE N00°12'08"E (ASSUMED BEARING) ALONG THE WEST LINE OF SAID TAX LOT 12B, 777.32 FEET; THENCE S89°57'02"E ALONG THE NORTH LINE OF SAID TAX LOT 12B, 120.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, TRINITY ADDITION; THENCE N00°12'08"E ALONG SAID WEST LINE 100.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, TRINITY ADDITION; THENCE ALONG THE BOUNDARY OF SAID LOT 1, TRINITY ADDITION, THE FOLLOWING FOUR (4) COURSES: S82°55'33"E, 655.81 FEET; S00°14'36"W, 304.00 FEET; N80°59'01"W, 117.90 FEET; S00°14'47"W, 442.87 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, TRINITY ADDITION; THENCE S80°00'00"W ALONG THE SOUTH LINE OF SAID LOT 1, TRINITY ADDITION, 532.55 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, TRINITY ADDITION, SAID POINT ALSO BEING ON THE EAST LINE OF TAX LOT 12B; THENCE S00°12'08"W ALONG SAID EAST LINE, 60.00 FEET TO THE SOUTHWEST CORNER OF SAID TAX LOT 12B; THENCE S90°00'00"W ALONG THE SOUTH LINE OF TAX LOT 12B, 120.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 12.69 ACRES MORE OR LESS.