MISC 2013079543 AUG 06 2013 08:27 P 4	A	FEE 29 BKP	50 FB 30 EXA SCAN	)-2190 M (1)
			Register of Deed 8/6/2013 0	NE L. BATTIATO s, Douglas County, NE 8:27:56.93
THIS PAGE INCLUDED FOR	INDEXING			•
PAGE DOWN FOR BALANCE OF	INSTRUM	ENT	<del>.</del>	
RETURN TO: <u>COX COMMUNICATIONS</u> BOX 50  Ath. NIKKL Whathabush	<u></u>			
c	HECK NUMBE	₹		:

space above for recorders use only

## GRANT OF EASEMENT AND MEMORANDUM OF AGREEMENT

THIS GRANT OF EASEMENT is made this 1<sup>st</sup> day of June, 2013, by and between Hope of Glory Ministries Inc. ("Grantor") and Cox Communications Omaha, LLC, a Delaware limited liability company, d/b/a Cox Communications ("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.

PLEASE TAKE NOTICE that Grantor and Cox have also entered into a **Services and Access Agreement** (the "**Agreement**") dated **June 1**<sup>st</sup>, **2013**, which, in accordance with its terms, entitles Cox to provide cable television and other telecommunications services on the Property. Among other things, the Agreement also provides Cox with rights of ingress and egress to the property necessary or useful to provide such service and maintain its Facilities and provides for ownership of the Facilities on the property used in providing such services. The Agreement binds any successors and assigns of the Grantor in accordance with its terms. A copy of relevant provisions of the Agreement will be provided to any properly interested person upon written request.

Cox requests that it receive notice of any pending trustee or foreclosure sale or receivership, bankruptcy or other proceeding affecting the Property, sent to the address above.

Hope of Glory Ministries Inc.:  By: Rame: Parrera S. Williams  Title: U. F.	Cox Communications Omaha, L.L.C., d/b/a Cox Communications:  By:  Name: Lynne Sangimino  Title: Vice President of Sales
GRANTOR ACK	<u>KNOWLEDGMENT</u>
STATE OF NEBRASKA	
COUNTY OF	
as <u>VICL PYCS</u> of <u>Hope of Glory Mir</u>	nistries Inc.
WITNESS my hand and seal as such Notary Publ	ic on this Finday of Hay, 2013.
[NOTARY SEAL]  Name:  GENERAL NOTARY-State of Fourth Inc.  DARLA S TURNER  My Comm. Exp. Dec. 4, 2016	Notary Public Notary Public DAR A TURNOR DOMINISSION Expires: 12-4-14
COX ACKNO	DWLEDGMENT
STATE OF NEBRASKA	
COUNTY OF DOUGLAS	
This instrument was acknowledged before me on Vice President of Sales of Cox Communications C	5
WITNESS my hand and seal as such Notary Publ	ic on this <u>25<sup>M</sup></u> day of <u>JUNE</u> , 20 <u>13</u> .
NIKKI QUAKENBUSH My Comm. Exp. Aug. 30, 2016	Notary Public NIKKI QUAKENIZUSH Ommission Expires: 8/30114

## Exhibit A

## Legal Description:

Lot 19, except the West 8 1/2 feet thereof, and Lots 20 and 21, in Laurel Park, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska