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FILED SARPY CO. NE.  
INSTRUMENT NUMBER

2016-28007

2016 Oct 31 11:17:16 AM

*Sheryl J. Dowling*

REGISTER OF DEEDS



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 July 1, 2016, by and between **Hillcrest Shadow Lake, 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 **Sarpy** 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 July 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:**

Hillcrest Shadow Lake, LLC

By: [Signature]

Name: Kevin J Mulhearn

Title: CEO

GRANTOR ACKNOWLEDGMENT

STATE OF NEBRASKA

COUNTY OF GARFIELD

On 7-11-16 (date) before me, Kathie Jacobson (Notary), personally appeared Kevin Mulhearn (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]



[Signature]  
Notary Public

Name: KATHIE JACOBSON

My Commission Expires: 1-6-17

Appendix A

**Legal Description**

ALL OF LOTS 26 THRU 28, INCLUSIVE AND ALSO PART OF LOT 25 AND LOT 29 ALL IN HUNTINGTON PARK REPLT, A SIBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, SARPY COUNTY, NEBRASKA