



MISC 2015018428



MAR 16 2015 14:48 P 4

Fee amount: 28.00
FB: 23-07560
COMP: LC

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
03/16/2015 14:48:17.00



2015018428

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

**THIS PAGE INCLUDED
FOR INDEXING**

GPIN/Other#: _____

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Cox Communications

401 N 117th Street

Omaha NE 68154

Attn: Nikki Q.

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 1st day of March, 2015, by and between **BLOCK 22 LLC** ("Grantor") and **Cox Communications Omaha, L.L.C., d/b/a Cox Communications** ("Cox"). Grantor is the owner of certain real property located in Douglas County, Nebraska, 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 **March 1st, 2015**, 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.

BLOCK 22 LLC:

By: Darin Smith
Name: [Signature]
Title: Managing Member

GRANTOR ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Harrison

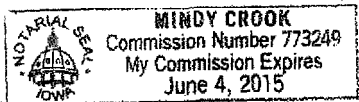
On 2-11-15 (date) before me, Mindy Crook (Notary), personally appeared Darin Smith (name of signer), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity 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 Iowa that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[NOTARY SEAL]

Mindy Crook
Notary Public
Name: Mindy Crook
My Commission Expires: June 4th 2015



Legal Description

- 23-07560** **2211 Howard**
LOT 9 AND THE WEST 2.75 FEET OF LOT 10 CORTLANDT PLACE AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA.
- 2215 Howard**
THE SOUTH 109.1 FEET OF LOT 7, ALL OF LOT 8, CORTLANDT PLACE AN ADDITION TO THE CITY OF OMAHA, AS SURVEYED, PLATTED AND RECORDED, IN DOUGLAS COUNTY, NEBRASKA.
- 2217 Howard**
- 23-07560** The North 80.9 feet of Lot Seven (7), Cortlandt Place, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska. (Commonly known as: 2217 Howard Street, Omaha, NE)
- 2227 Howard**
- 23-07280** Lot 5 in Convent Place, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska
- 2235 Howard**
- 23-07280** The East 41.77 feet of Lot 4, Convent Place, an addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska.
- 2222 Howard**
- 23-07560** The South 118 feet of Lot Five (5), Cortlandt Place, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska. (Commonly known as: 2222 Howard Street)
- 2314 – 2316 Howard Street**
- 23-37900** Lots 15 and 16, Ernest Sweets 2nd Addition, an addition to the City of Omaha, Douglas County, NE.
- 2301 – 2321 Dewey Street**
- Lots 1 and 2, Ernest Sweets 2nd Addition, an addition to the City of Omaha, Douglas County, NE.
- 23-37900** Lots 3 and 4, Ernest Sweets 2nd Addition, an addition to the City of Omaha, Douglas County, NE.
Lots 7, 8 and 9, Ernest Sweets 2nd Addition, an addition to the City of Omaha, Douglas County, NE.
Lots 10 & 11, Ernest Sweets 2nd Addition, an addition to the City of Omaha, Douglas County, NE.