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Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
4/25/2013 10:28:56.36



2013040671

THIS PAGE INCLUDED FOR INDEXING  
PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO: COX Communications  
BOX 50  
Ath. Nikki Quakunbush

CHECK NUMBER

**Ville De Sante I LP**

**Ville De Sante Terrace**

**(Omaha Economics Development Corporation)**

**6202 Villa de Sante Drive**

**Omaha, Ne 68104**

**Units 36**

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Cox Communications

401 N 117<sup>th</sup> Street

Omaha NE 68154

Attn: NIKKI QUANENBUSH

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

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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 May, 2012**, by and **Ville de Sante I Limited Partnership** ("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 **May 1<sup>st</sup>, 2012**, 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.

Ville de Sante I Limited Partnership:

By: Michael Maroney

Name: Michael Maroney

Title: President

Cox Communications Omaha, L.L.C.,  
d/b/a Cox Communications:

By: Lynne Sangimino

Name: Lynne Sangimino

Title: Vice President of Sales

GRANTOR ACKNOWLEDGMENT

STATE OF NEBRASKA

COUNTY OF Douglas

This instrument was acknowledged before me on May 30, 2012 by  
Michael Maroney as PRESIDENT of  
Ville de Sante I Limited Partnership

WITNESS my hand and seal as such Notary Public on this 30<sup>th</sup> day of May,  
2012.

[NOTARY SEAL]



Annette T. Artherton  
Notary Public  
Name: ANNETTE T. ARTHERTON  
My Commission Expires: Feb. 22, 2014

COX ACKNOWLEDGMENT

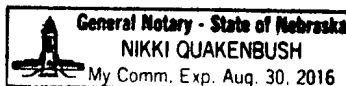
STATE OF NEBRASKA

COUNTY OF DOUGLAS

This instrument was acknowledged before me on SEPTEMBER 21<sup>ST</sup>, 2012 by Lynne Sangimino  
as Vice President of Sales of Cox Communications Omaha, LLC.

WITNESS my hand and seal as such Notary Public on this 12<sup>TH</sup> day of SEPTEMBER,  
2012.

[NOTARY SEAL]



Nikki Quakenbush  
Notary Public  
Name: NIKKI QUAKENBUSH  
My Commission Expires: 8/30/16

**Exhibit A**

**Lot 1, VILLE DE SANTE REPLAT 3, an addition to the city of  
Omaha, as surveyed, platted and recorded in Douglas County Nebraska**