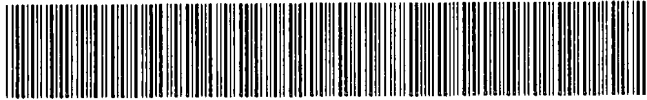


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APR 22 2014 09:04 P 4

Misc 4/2

FEE 28.00 FB 77-10112

BKP EXAM A

IND SCAN PRF

B

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
4/22/2014 09:04:07.04



2014028825

THIS PAGE INCLUDED FOR INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO: NIKKI DWAKENBUSH
COX Communications
BOX 50

CHECK NUMBER

Chg

~~Exhibit B~~ NO

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Cox Communications

401 N 117th Street

Omaha NE 68154

Attn: NIKKI QUAKENBUSH

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

space above for recorders use only

GRANT OF EASEMENT AND MEMORANDUM OF AGREEMENT

THIS GRANT OF EASEMENT is made this **1st day of August, 2013**, by and between **Elk Hills Apartments, LLC ("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 **August 1st, 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.

Elk Hills Apartments, LLC:

By: Don Gardiner

Name: DON GARDINER

Title: MANAGER

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

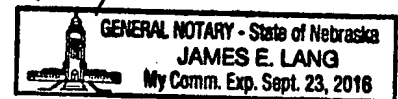
This instrument was acknowledged before me on September 2, 2013 by Don Gardiner
as Manager of Elk Hills Apartments, LLC.

WITNESS my hand and seal as such Notary Public on this 2nd day of September, 2013.

[NOTARY SEAL]

James E. Lang
Notary Public
Name: James E. Lang
My Commission Expires: 9/23/16

COX ACKNOWLEDGMENT



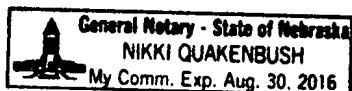
STATE OF NEBRASKA

COUNTY OF DOUGLAS

This instrument was acknowledged before me on October 24th, 2013 by Lynne Sangimino as
Vice President of Sales of Cox Communications Omaha, LLC, d/b/a Cox Communications.

WITNESS my hand and seal as such Notary Public on this 24th day of September 20 13.

[NOTARY SEAL]



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

EXHIBIT A

LOTS 1 AND 2, ELK HILLS REPLAT 1, A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.