

R Fee 10.00

A Fee

Tax

Pottawattamie County, IA 2012-003542  
Recorder John Sciortino  
Book-Page: 2012-003542  
File Time: 03/09/2012 @ 12:40:47 PM  
Rec-\$10.00 Aud-\$0.00 RMA-\$1.00 ECM-\$1.00  
Current Transfer Tax Paid: \$0.00

WHEN RECORDED MAIL TO:  
Cox Communications - Nikki Quakenbush  
~~1300 W. 13th St. #200~~ 401 N. 117th St.  
Omaha, NE 68154  
Attn: General Manager



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

**COMPARED**

space above for recorders use only

**GRANT OF EASEMENT AND MEMORANDUM OF AGREEMENT**

**THIS GRANT OF EASEMENT** is made this 28<sup>th</sup> day of June, 2011, by and between BASS Courtyard LLC: ("Grantor") and Cox Communications Omaha, LLC, a Delaware limited liability company, CoxCom, Inc. d/b/a Cox Communications ("Cox"). Grantor is the owner of the real property located in Pottawattamie County, IOWA 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 Service and Access Agreement (the "Agreement") dated June 28<sup>th</sup>, 2011, 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.

BASS Courtyard LLC:

CoxCom, Inc. d/b/a Cox Communications:

By: [Signature]  
Name: Stephanie Johnson  
Title: Managing Member

By: [Signature]  
Name: Lynne Sangimino  
Title: Vice President of Sales

GRANTOR ACKNOWLEDGMENT

STATE OF NEBRASKA

COUNTY OF DOUGLAS

This instrument was acknowledged before me on June 29, 2011 by Stephanie Johnson as Managing Member of BASS courtyard.

WITNESS my hand and seal as such Notary Public on this 29<sup>th</sup> day of June, 2011.

[NOTARY SEAL]

[Signature]  
Notary Public  
Name: Kristi Walag  
My Commission Expires: May 9, 2015



COX ACKNOWLEDGMENT

STATE OF NEBRASKA

COUNTY OF Douglas

This instrument was acknowledged before me on August 9, 2011 by Lynne Sangimino as Vice President of Sales of Cox Communications Omaha, LLC.

WITNESS my hand and seal as such Notary Public on this 9 day of August 2011.

[NOTARY SEAL]

[Signature]  
Notary Public  
Name: STEPHANIE PANTALEON  
My Commission Expires: 07-28-2015



ATLIB01:20941

Exhibit A:

BROWNS SUB LTS 1 THRU 6 BLK 43 & LTS 25 THRU 30 BLK 44 & S1/2 VAC ALLEY ADJ & VAC 11TH AVE W S36TH ST BETWEEN BLKS 43 & 44 & PT G/L 3 E I-29 WN1/2 BLK 43 VAC 11<sup>TH</sup> AVE & S1/2 BLK 44