



MISC 2006117676



OCT 12 2006 14:29 P 4

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/12/2006 14:29:27.49



2006117676

PERMANENT COOLING TOWER AND UTILITY EASEMENT

THIS PERMANENT EASEMENT is granted by VK Blondo Property, LP, a Nebraska limited partnership ("VK"), having an office at 2533 No. 117th Ave., Suite 100, Omaha, NE 68164.

Preliminary Statement

A. VK is the owner of fee simple title in certain real property legally described as: Lot 2, North Park 2nd Addition Replat Six, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded ("Premises").

B. VK is desirous of granting a Cooling Tower and Utility Easement over a certain portion of the Premises for the purpose of allowing The Venteicher Limited Liability Company, a Nebraska limited liability company, the owner of Lot 1, North Park 2nd Addition Replat Six, a subdivision in Douglas County, Nebraska, as surveyed, platted and recorded, (the "Benefited Property"), and all future owners of the Benefited Property to locate and maintain a cooling tower and related utility lines connecting the tower to improvements to be located on the Benefited Property and all other utility lines; and an easement providing for access to the cooling tower, related utility lines and all other utility lines for maintenance of the same over the entire area of the easement from the Benefited Property.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Cooling Tower and Utility Easement.** VK, the owner of the Premises, hereby grants and conveys to The Venteicher Limited Liability Company, a Nebraska limited liability company, and to all future owners of the Benefited Property ("Grantees") the permanent right to locate a cooling tower, related utility lines and any and all other utility lines necessary or desirable to serve the Benefited Property within the Easement Area described on Exhibit A, attached hereto and incorporated herein by this reference. Grantees agree, at their sole cost and expense, to maintain the cooling tower and related utility lines within the Easement Area in good repair and condition befitting a first class office park development in Omaha, NE. The maximum height of the cooling tower to be located within the easement area shall be twenty-eight (28) feet above the ground level. In the event that the Grantees fail to maintain the cooling tower and related utility lines in good condition and repair the owner of the Premises may from time to time maintain such improvements, and shall have a cause of action against Grantees for the cost and expense of such maintenance.

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 FEE 2050 FB 69-27557
 BKP _____ C/O _____ COMP BW
 DEL _____ SCAN _____ FV _____

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2. **Grant of Access Easement.** VK, the owner of the Premises hereby grants and conveys to Grantees the permanent right of Access to the cooling tower, related utility lines and any and all other utility lines for the purpose of installation and maintenance of the same, over and through the Easement Area described in Exhibit A. Grantees hereby agree to indemnify, defend and hold harmless the owner of the Premises from any and all claims, demands and causes of action for injuries or damages to any person or property arising from any use by Grantees or their agents of the Easement Area.

3. **Nonobstruction.** VK and its successors in interest in the Premises agree that there shall be free and unimpeded access through and over the Easement Area and that no hedge, fence, wall or similar barrier will be constructed within the Easement Area except for: (i) curbing installed and intended to assist reasonably with traffic direction and control; and (ii) such temporary obstruction as may be reasonably necessary to prevent a dedication to the public use.

4. **Covenants Running with Land.** All of the covenants, agreements, conditions, and restrictions set forth in this easement are intended to be and shall be construed as covenants running with the land, inuring to the benefit of, binding upon and enforceable by VK and the Grantees.

5. **No Public Dedication.** Nothing contained in this Agreement shall, or shall be deemed to constitute a gift or dedication to the public of any portion of the Property within the Easement Area, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes expressed herein.

6. **Representations and Miscellaneous.** VK hereby represents to the Grantees that it is the owner of the Premises, and that it has the right to enter into this Agreement and convey the easement in the manner set forth herein. This Agreement and Easement shall be binding upon and inure to the benefit of all present and future owners of the Premises and the Benefited Property, and to their respective heirs, successors, representatives, assigns, invitees, lessees and employees. The provisions of this Agreement and Easement shall be construed pursuant to the laws of the State of Nebraska.

IN WITNESS WHEREOF VK has executed this Easement this 27th day of September, 2006.

VK:

VK Blondo Property, LP,
a Nebraska limited partnership

By: 

George W. Venteicher, General Partner

STATE OF NEBRASKA)

COUNTY OF DOUGLAS) ss.

On this 10th day of October, 2006, before me, a Notary Public duly commissioned and qualified in and for said County and State, personally came George W. Venteicher, the President of VK Blondo Property, LP, a Nebraska limited partnership, known to me to be

the identical person who signed the foregoing Permanent Cooling Tower and Utility Easement and acknowledged the execution thereof to be his voluntary act and deed.

WITNESS my hand and notarial seal the day and year last above written.



Notary Public

Upon Recording Return to:
Mark L. Laughlin
11718 Nicholas St., Suite 101
Omaha, NE 68154

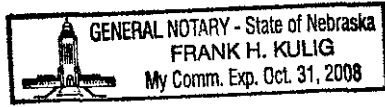


EXHIBIT "A"

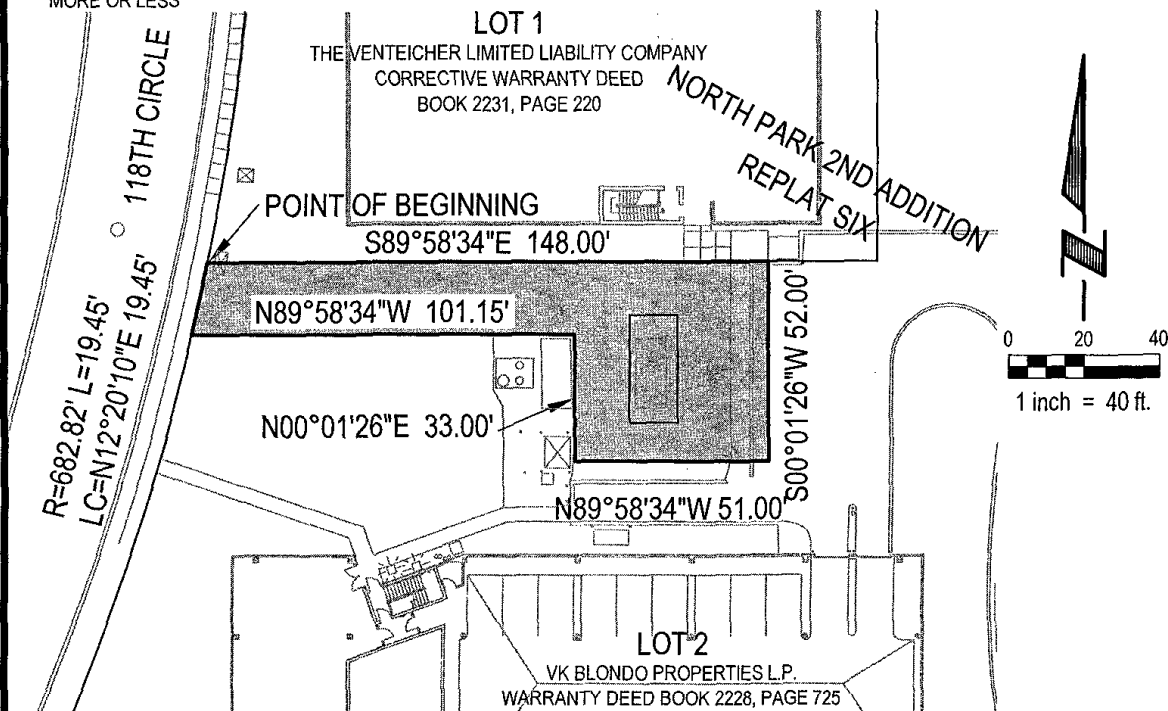
LEGAL DESCRIPTION PERMANENT COOLING TOWER AND UTILITY EASEMENT

LOT 1, CORRECTIVE WARRANTY DEED, THE VENTEICHER LIMITED LIABILITY COMPANY, DEED BOOK 2231, PAGE 220
LOT 2, SPECIAL WARRANTY DEED, VK BLONDO PROPERTIES L.P., DEED BOOK 2228, PAGE 725

A PERMANENT COOLING TOWER AND UTILITY EASEMENT LOCATED IN LOT 2, NORTH PARK 2ND ADDITION REPLAT SIX, A SUBDIVISION LOCATED IN THE NW1/4 OF THE SW1/4 OF SECTION 8, TOWNSHIP 15 NORTH, RANGE 12 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, NORTH PARK 2ND ADDITION REPLAT SIX, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, SAID NORTH PARK 2ND ADDITION REPLAT SIX, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF 118TH CIRCLE; THENCE S89°58'34"E (ASSUMED BEARING) ALONG THE NORTH LINE OF SAID LOT 2, NORTH PARK 2ND ADDITION REPLAT SIX, SAID LINE ALSO BEING THE SOUTH LINE OF SAID LOT 1, NORTH PARK 2ND ADDITION REPLAT SIX, A DISTANCE OF 148.00 FEET; THENCE S00°01'26"W, A DISTANCE OF 52.00 FEET; THENCE N89°58'34"W, A DISTANCE OF 51.00 FEET; THENCE N00°01'26"E, A DISTANCE OF 33.00 FEET; THENCE N89°58'34"W, A DISTANCE OF 101.15 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 2, NORTH PARK 2ND ADDITION REPLAT SIX, SAID POINT ALSO BEING ON SAID EASTERLY RIGHT-OF-WAY LINE OF 118TH CIRCLE; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF LOT 2, NORTH PARK 2ND ADDITION REPLAT SIX, SAID LINE ALSO BEING SAID EASTERLY RIGHT-OF-WAY LINE OF 118TH CIRCLE ON A CURVE TO THE LEFT WITH A RADIUS OF 682.82 FEET, A DISTANCE OF 19.45 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N12°20'10"E, A DISTANCE OF 19.45 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT COOLING TOWER AND UTILITY EASEMENT CONTAINS AN AREA OF 4,534 SQUARE FEET OR 0.104 ACRES MORE OR LESS



E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-4700

PERMANENT COOLING TOWER AND UTILITY
EASEMENT
LOT 2, NORTH PARK 2ND ADDITION REPLAT SIX
DOUGLAS COUNTY, NEBRASKA

Drawn by: JHVD Chkd by: *WAC 9-25-06* Chkd by: _____
Job No.: 94096.15 Date: 09/18/2006 Book No.: 2885