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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
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Doc.# _____ Revised July 28,

RIGHT-OF-WAY EASEMENT

KDI OMAHA, L. P.

Owner(s) of the real estate described as follows, and hereafter referred to as "Grantor",

Lots 4 thru 13, Inclusive, and Out Lot "A" all in Sorensen Parkway Plaza, as surveyed, platted and recorded in Douglas County, Nebraska.

in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the OMAHA PUBLIC POWER DISTRICT, a public corporation, its successors and assigns, hereafter referred to as "District", a permanent right of way easement with rights of ingress and egress thereto, to construct, operate, maintain, replace and remove its underground electric facilities, consisting of cables, wires, conduits, manholes, drains, splicing boxes and other appurtenances, upon, over, along and under the following described real estate, to wit:

A strip of land being the East Twelve feet (E12') of Lots 4 thru 7, and a strip of land being the East Ten feet (E10') of Lots 8 thru 13 and Out Lot "A" of the above described properties. (See attached Exhibit "A" for sketch of easement areas.)

CONDITIONS:

The Grantor hereby grants to the District, its successors and assigns, the right, privilege and authority to clear all trees, roots, brush, and other obstructions from the surface and subsurface of said strip and to temporarily open any fences crossing said strip. Grantor agrees that grade shall not be reduced more than One foot (1') in elevation without the prior approval of the District. The Grantor understands that a single pole and appurtenances may be used to provide service to this property.

In granting this easement, it is understood that said cables shall be buried below plow depth in order to not interfere with the ordinary cultivation of the strip. Damages to fences and growing crops arising from the construction and maintenance of the aforesaid system shall be paid for by the District.

The Grantor covenants that he/they has/have lawful possession of said real estate, good, right and lawful authority to make such conveyance and that his/her/their heirs, executors, administrators, successors and assigns shall warrant and defend the same and will indemnify and hold harmless the District forever against the claims of all persons whomsoever in any way asserting any right, title or interest prior to or contrary to this conveyance.

IN WITNESS WHEREOF, the Owner(s) have executed this instrument this 2nd day of August, 2005.

OWNERS SIGNATURE:

KDI OMAHA, L.P. a Nebraska limited liability company

By: KD Omaha 1103, Inc
a Nebraska corporation
Its: General Partner

By:

Name: **BRUCE M. KAUDERER**
Its: **Vice President**

misc
FEE 2550 FB 67-36401
BKP _____ C/O _____ COMP Bw
DEL _____ SCAN _____ FV _____

RETURN TO:
OMAHA PUBLIC POWER DISTRICT
% Land Rights 5E/EP2
444 South 16th Street Mall
Omaha, NE 68102-2247

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF NASSAU

On this 2nd day of August, 2005, before me the undersigned, a Notary Public in and for said County, personally came

Bruce M. Kauderer,

Vice President of KD Omaha 1103, Inc., general partner of KDI Omaha, L.P. personally to me known to be the identical person(s) who signed the foregoing instrument as grantor(s) and who acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

Witness my hand and Notarial Seal the date above written.

Roseanne Dwyer
NOTARY PUBLIC

ROSEANNE DWYER
Notary Public, State of New York
No. 4909302
Qualified in Nassau County
Commission Expires January 11, 2006

NE ¼, Section 35, T 16 N, R 12 E, County Douglas ROW RD Date July 28, 2005

Customer Rep. Carnazzo Engineer Broschat Srvc Req. # _____ W.O.# 20088301

UTILITY EASEMENT RIDER

This Rider is an integral part of the Easement instrument to which it is attached. In the event of a discrepancy or conflict between the provisions of the attached Easement and the provisions contained in this Rider, this Rider shall prevail and govern. "Owner" as used herein means the grantor of the easement rights and any future owner of the property. "Grantee" means the grantee of the easement rights and any person exercising such rights.

If the surface of the Easement area, Owner's property, or any improvements thereon shall be disturbed by Grantee's construction, reconstruction, installation, operation, maintenance, repair, replacement, or removal, the surface and improvements shall be promptly restored by Grantee as a minimum to the condition just prior to such disturbance.

To the extent of its liability under the Nebraska Political Subdivisions Tort Claims Act, Grantee agrees to defend, indemnify and save Owner and its successors and assigns harmless from all liabilities, losses, damages, demands, claims, causes of action or judgments, and expenses, including legal fees, arising solely out of Grantee's negligence.

Owner and its successors or assigns shall have the right to use the land within the Easement area in any manner which does not interfere with the rights of Grantee, including without limitation, the right to pave the land and use the same as a parking lot or driveway and the right to install, maintain, replace, repair, remove, and operate utility lines, such as sanitary sewers, storm sewers, and gas lines.

Notwithstanding anything to the contrary stated in the Easement or in this Rider, Owner for itself and its grantees (other than Grantee herein), its successors and assigns reserves the right to relocate on Owner's property the Easement, and District agrees to relocate, at Owner's expense, all or any part of the utilities installed therein to permit further development of Owner's property.

This Easement shall continue so long as Grantee, its successors or assigns, shall use the same for the purpose specified, but upon the discontinuance of said use, this Easement shall expire without notice being required and shall be of no further force or effect. Grantee agrees that upon such expiration, Grantee will execute a quit-claim deed or other appropriate instrument evidencing the termination of the rights granted under this Easement.

This easement is subject to all covenants, conditions, agreements and other matters of record.

Grantee, by its acceptance of the delivery of this Grant of Easement, assumes and agrees to perform all of the promises, agreements, and obligations herein provided to be performed on the part of Grantee.

EXHIBIT "A"

