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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 9/5/2014 12:03:14.82



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When Recorded Return To:
 Larry A. Jobeun
 Fullenkamp, Doyle & Jobeun
 11440 West Center Road
 Omaha, NE 68144

PERMANENT STORM SEWER, SANITARY SEWER AND DRAINAGEWAY EASEMENT

This **PERMANENT STORM SEWER, SANITARY SEWER AND DRAINAGEWAY EASEMENT** (this “**Easement**”) is made as of the Effective Date, as defined herein, by **TRIBEDO, LLC**, a Nebraska limited liability company (sometimes referred to herein as “**Grantor**”), in favor of **THE CITY OF OMAHA, NEBRASKA**, a Nebraska municipal corporation, and **SANITARY AND IMPROVEMENT DISTRICT NO. 538 OF DOUGLAS COUNTY, NEBRASKA** (collectively referred to herein as “**Grantee**”). The “**Effective Date**” of this Easement is the date that the same is duly executed, acknowledged and delivered by Grantor and Grantee. Grantor and Grantee, and their respective successors and assigns, are herein referred to individually as a “**Party**” and, collectively, as the “**Parties.**”

PRELIMINARY STATEMENTS

Grantor is the fee simple owner of the real property legally described in Exhibit A attached hereto (the “**Grantors Property**”). Grantor proposes to construct sanitary sewer, storm sewer and drainage way improvements (the “**Facilities**”) upon a portion of the Grantor Property depicted and legally described in Exhibit B attached hereto (the “**Easement Area**”), which Facilities shall be publicly dedicated and accepted by Grantee in accordance with the terms and conditions of that certain Subdivision Agreement (West Dodge Pointe, Lot 8 and Outlot B) dated June 10, 2014, by and among Grantor and Grantee. Grantor desires to grant to Grantee, and any licensee of Grantee, a permanent easement to use, maintain, repair and replace the Facilities located within the Easement Area as set forth herein, subject to the terms and conditions hereinafter set forth.

AGREEMENT

For and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

Section 1. Grant of Easement. Subject to matters of record, Grantor, for itself, its successors and assigns, hereby grants and declares, for the benefit of Grantee, its licensees, successors and assigns, a

perpetual, non-exclusive easement to access the Easement Area for the purpose of using, maintaining, repairing and replacing the Facilities, subject to the terms and conditions of this Easement.

Section 2. Improvements. No buildings, improvements, structures or other impediments which would materially or adversely affect the use or enjoyment of the rights granted herein shall be placed in, on, over or across those portions of the Easement Area on or within which the Facilities are situated during the term of this Easement. Notwithstanding the forgoing, Grantor may construct and maintain driveways, parking areas, signage, bollards, retaining walls, landscaping and walkways upon the Easement Area, and underground water and irrigation lines, private storm sewer pipe and structures, storm detention chambers, underdrains, sanitary sewer structures, site lighting poles/conduits, electrical, gas and communication lines and all associated appurtenances within the Easement Area, with written approval from the Grantee. Grantor shall restore any public walkways placed over, across and above the Easement Area as nearly as is reasonably possible to its original contour within a reasonable time after the Facilities are constructed. The Grantee may construct, maintain, repair, reconstruct and operate additional sewer and/or drainage facilities within the easement area described on Exhibit B attached hereto.

Section 3. Maintenance and Restoration of Easement Area. Grantee shall be responsible for the maintenance, repair and replacement of the Facilities placed in the Easement Area, and Grantee shall expeditiously perform any such repair, maintenance or replacement required to maintain the Facilities in proper working order during the term of this Easement. Grantee covenants and agrees to use its best efforts to not interfere with or disturb Grantor's business operations on the Grantor Property while exercising its rights under this Easement, including without limitation, using its best efforts to coordinate Exhibits with Grantor before performing any work to the Easement Area or Facilities to provide minimum disruption to Grantor's business operations. Grantee agrees to restore the Easement Area to a like condition which existed prior to Grantee's repair, replacement or maintenance of the Facilities in the Easement Area, including, but not limited to, the replacement of any sod, paving, utilities or other improvements that existed within the Easement Area prior to such activities by Grantee, except that damage to or loss of trees and shrubbery, which will not be compensated by the Grantee.

Section 4. Binding Upon Property. The easements, restrictions, rights and obligations created pursuant to the terms of this Easement shall be binding upon the Easement Area, including future subdivisions and/or reconfigurations of such property, and shall be binding on all entities having or acquiring any right, title or interest in such properties and shall inure to the benefit of each owner, tenant, subtenant, employee or invitee thereof.

Section 5. Title. Subject to matters of record, Grantor confirms with Grantee and its assigns that Grantor is seized in fee of the Easement Area and that it has the right to grant and convey the easement and rights granted herein.

Section 6. Notice. All notices, requests, demands and other communications required or permitted under this Easement must be in writing and will be deemed to have been delivered, received and effective: (i) on the date of service, if served by hand delivery or by facsimile on the party to whom notice is to be given; or (ii) on the date that is the next business day after deposit of the notice properly addressed to the party at the address shown below, if sent by overnight Federal Express or equivalent overnight delivery; or (iii) three days after deposit of the notice properly addressed, if sent by U.S. certified mail, return receipt requested. The addresses, telephone numbers, and facsimile numbers shown below are the places and numbers for delivery of all notices. Each party may change the place or number for delivery of notice by notifying the other party.

If to Grantor: TriBedo, LLC
 c/o White Lotus Group

105 N. 31st Avenue Ste. 200
Omaha, NE 68131

With copies to:

Larry A. Jobeun
Fullenkamp, Doyle & Jobeun
11440 West Center
Omaha, NE 68144
Facsimile: (402) 334-0815

If to Grantee:

City of Omaha
Public Works Department
1819 Farnam Street, 6th Floor
Omaha, NE 68183

Section 7. Governing Law. This Easement will be governed by and construed in accordance with the procedural and substantive laws of the State of Nebraska.

Section 8. Severability. If any provision of this Easement or the application of this Easement to any party to this Easement or any other person is held to be invalid, void or illegal, the remaining provisions will nonetheless remain in full force and effect and not be affected by the invalidity or illegality.

Section 9. Authority. Each person executing this Easement personally represents and warrants that he or she has the requisite authority to bind the party on whose behalf the Easement is being executed.

Section 10. Amendments. This Easement may be amended only by a recordable written instrument properly executed and notarized on behalf of Grantor and Grantee or their respective successors and assigns.

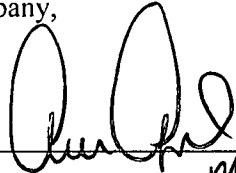
Section 11. Counterparts. The Easement may be executed in any number of counterparts, whether by original, copy or telecopy signature, and each counterpart of this Easement so executed shall, taken together, comprise one and the same original document.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have executed this Easement as of the Effective Date.

GRANTOR:

TRIBEDO, LLC, a Nebraska limited liability company,

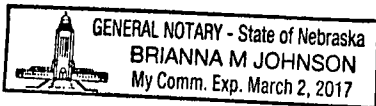
By: 
Its: Member

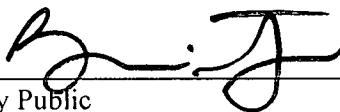
Date: 8/15/2014

ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

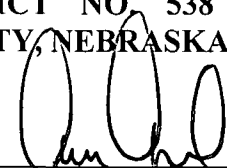
The forgoing instrument was acknowledged before me on this 15th day of August, 2014 by Arun Agarwal, known to me to be the member of Tribedo, LLC, a Nebraska limited liability company, on behalf of the limited liability company.



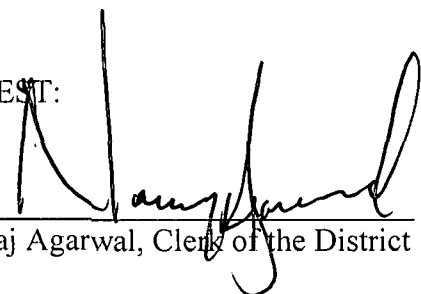

Notary Public
My Commission Expires: 3/2/17

GRANTEE:

**SANITARY AND IMPROVEMENT
DISTRICT NO. 538 OF DOUGLAS
COUNTY, NEBRASKA**


By: 
Arun Agarwal, Chairman of the
District

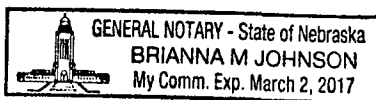
ATTEST:


Neeraj Agarwal, Clerk of the District

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

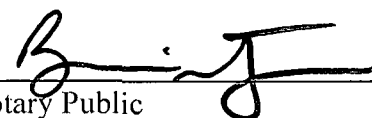
The above and foregoing instrument was acknowledged before me this 15th day of August, 2014, by Arun Agarwal, known to me to be the Chairman of Sanitary and Improvement District No. 538 of Douglas County, Nebraska, on behalf of said district.

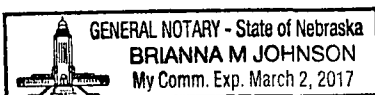

Notary Public
Commission Expires: 3/2/17



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The above and foregoing instrument was acknowledged before me this 15th day of August, 2014, by Neeraj Agarwal, known to me to be the Clerk of Sanitary and Improvement District No. 538 of Douglas County, Nebraska, on behalf of said district.


Notary Public
Commission Expires: 3/2/17



IN WITNESS WHEREOF, the parties have executed this Easement as of the Effective Date.

GRANTEE:

CITY OF OMAHA, NEBRASKA

Jean Stothert 8-28-14
Mayor Date

ATTEST:

APPROVED AS TO FORM:

Deputy Sandra L. Masal 8-28-14
City Clerk Date

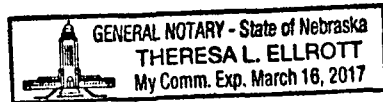
[Signature] 25 Aug 14
Assistant City Attorney Date

IMPRINTED SEAL

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 28th day of August, 2014, before me, a Notary Public in and for said County and State, personally appeared Jean Stothert, Mayor of the City of Omaha, Nebraska, who executed the above and acknowledged the execution thereof to be her voluntary act and deed on behalf of said City.

[Signature]
NOTARY PUBLIC
My Commission expires 3-16-17.



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 28th day of August, 2014, before me, a Notary Public in and for said County and State, personally appeared Sandra L. Masal *Deputy* City Clerk of the City of Omaha, Nebraska, who executed the above and acknowledged the execution thereof to be his voluntary act and deed on behalf of said City.

[Signature]
NOTARY PUBLIC
My Commission expires 3-16-17.



EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

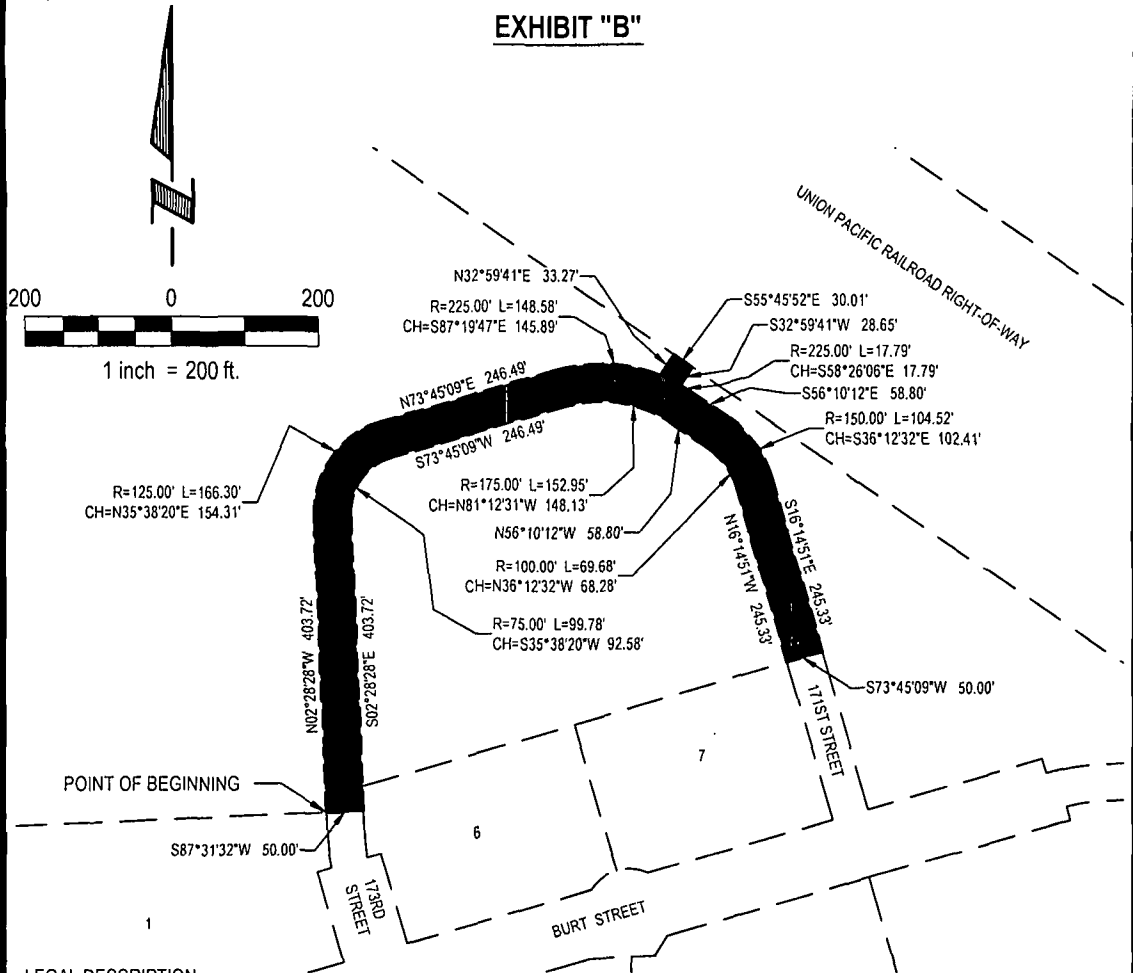
Lot 8 and Outlot B, West Dodge Pointe, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

EXHIBIT B

DESCRIPTION OF EASEMENT AREA

(Attached)

EXHIBIT "B"



LEGAL DESCRIPTION

A SANITARY SEWER, STORM SEWER AND DRAINAGEWAY EASEMENT LOCATED IN THE SW1/4 OF THE SE1/4 AND ALSO THE NW1/4 OF THE SE1/4; BOTH LOCATED IN SECTION 16, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, WEST DODGE POINTE, A SUBDIVISION LOCATED IN SAID SE1/4 OF SECTION 16, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE RIGHT-OF-WAY LINE OF 173RD STREET; THENCE N02°28'28"W (ASSUMED BEARING), A DISTANCE OF 403.72 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 125.00 FEET, A DISTANCE OF 166.30 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N35°38'20"E, A DISTANCE OF 154.31 FEET; THENCE N73°45'09"E, A DISTANCE OF 246.49 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 225.00 FEET, A DISTANCE OF 148.58 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S87°19'47"E, A DISTANCE OF 145.89 FEET; THENCE N32°59'41"E, A DISTANCE OF 33.27 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD; THENCE S55°45'52"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD, A DISTANCE OF 30.01 FEET; THENCE S32°59'41"W, A DISTANCE OF 28.65 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 225.00 FEET, A DISTANCE OF 17.79 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S58°26'06"E, A DISTANCE OF 17.79 FEET; THENCE S56°10'12"E, A DISTANCE OF 58.80 FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 150.00 FEET, A DISTANCE OF 104.52 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S36°12'32"E, A DISTANCE OF 102.41 FEET; THENCE S16°14'51"E, A DISTANCE OF 245.33 FEET TO THE NORTHEAST CORNER OF THE RIGHT-OF-WAY LINE OF 171ST STREET; THENCE S73°45'09"W ALONG THE NORTH RIGHT-OF-WAY LINE OF 171ST STREET, A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF THE RIGHT-OF-WAY LINE OF 171ST STREET, SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 7, SAID WEST DODGE POINTE; THENCE N16°14'51"W, A DISTANCE OF 245.33 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET, A DISTANCE OF 69.68 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N36°12'32"W, A DISTANCE OF 68.28 FEET; THENCE N56°10'12"W, A DISTANCE OF 58.80 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 175.00 FEET, A DISTANCE OF 152.95 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N81°12'31"W, A DISTANCE OF 148.13 FEET; THENCE S73°45'09"W, A DISTANCE OF 246.49 FEET; THENCE ON A CURVE TO THE LEFT WITH A RADIUS OF 75.00 FEET, A DISTANCE OF 99.78 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S35°38'20"W, A DISTANCE OF 92.58 FEET; THENCE S02°28'28"E, A DISTANCE OF 403.72 FEET TO THE NORTHEAST CORNER OF THE RIGHT-OF-WAY LINE OF 173RD STREET, SAID POINT ALSO BEING ON THE WEST LINE OF LOT 6, WEST DODGE POINT; THENCE S87°31'32"W ALONG THE NORTH RIGHT-OF-WAY LINE OF 173RD STREET, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS AN AREA OF 68,382 SQUARE FEET OR 1.570 ACRES, MORE OR LESS.

<p>Engineering • Planning • Environmental & Field Services 330 North 117th Street Omaha, NE 68154 Phone: 402.895.4700</p>	<p>E & A CONSULTING GROUP, INC.</p>		<p>SANITARY, STORM & DRAINAGEWAY EASEMENT</p> <p>SE1/4 OF SEC 16-T15N-R11E</p> <p>DOUGLAS COUNTY, NEBRASKA</p>
	<p>Drawn by: C.J.V Chkd by:</p>	<p>Date: 03/04/2014</p>	