

MISC 2015066519



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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 8/10/2015 14:23:10.26



2015066519

THIS PAGE INCLUDED FOR INDEXING

PAGE DOWN FOR BALANCE OF INSTRUMENT

RETURN TO: CenturyLink
3607 Pointe Pass NW
Prior Lake, MN 55372

CHECK NUMBER

~~050550~~ 050571

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

Corporate Easement

The undersigned ("Grantor") for and in consideration of \$1.00 dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey unto QWEST CORPORATION, a Colorado Corporation d/b/a: CenturyLink QC (F.K.A. QWEST CORPORATION SPIRIT OF SERVICE, US WEST COMMUNICATIONS, INC., AND NORTHWESTERN BELL), whose principal place of business address is 1801 California St., Suite 900, Denver, CO 80202, and its successors, assigns, affiliates, lessees, licensees, and agents, a perpetual non-exclusive easement to construct, modify, add to, maintain, and remove such telecommunications facilities, electrical and gas facilities, and other appurtenances, from time to time, as Grantee may require upon, over, under and across the following described property situated in the County of Douglas, State of Nebraska, which Grantor owns or in which Grantor has an interest ("Easement Area"), to wit:

An easement which is described in its entirety on EXHIBIT "A" which is attached hereto and by this reference made a part hereof, all of which is situated in the SE1/4 of Section 16 Township 15 North Range 11 East of the 6th P.M.

Grantor further conveys to Grantee the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, installation, reinforcement, repair and removal over and across Grantor's lands with the right to clear and keep cleared all trees and other obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area.

Grantee shall indemnify Grantor for all damages caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted. Grantee shall have no responsibility for environmental contamination, which is either pre-existing or not caused by Grantee.

Grantor reserves the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted.

Grantor covenants that Grantor is the fee simple owner of the Easement Area or has an interest in the Easement Area. Grantor will warrant and defend title to the Easement Area against all claims.

Grantor hereby covenants that no excavation, structure or obstruction will be constructed, or permitted on the Easement Area and no change will be made by grading or otherwise that would adversely affect Grantee's use and enjoyment of the Easement Area.

The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

R/W # _____

Page 1 of 2
Initials D

P:495926
A:208835
S:204226

RETURN: CenturyLink
3607 Pointe Pass NW
Pring Lake, MN 55372

RECORDING INFORMATION ABOVE

Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in the county where the Easement Area is situated.

Corporate Easement

GRANTOR:

[Signature]
Tribedo, LLC, A Nebraska Limited Liability Company

By: Arun Agarwal
Title: Managing Member

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 25 day of JUNE, 2017, by ARUN AGARWAL as Managing Member of Tribedo, LLC., A Nebraska Limited Liability Company, a Nebraska corporation, on behalf of the corporation.

Witness my hand and official seal:

SEAL]



[Signature] [NOTARY
Notary Public
My commission expires: 1-18-19

R/W# _____ Job # _____
Exchange _____ County _____
¼ Section _____ Section _____ Township _____ Range _____

P:495926
A:208835
S:204226

EXHIBIT A

A PERMANENT 20.00 FOOT WIDE CENTURY LINK EASEMENT LOCATED IN LOT 8, WEST DODGE POINTE, LOCATED IN PART OF THE NW1/4 OF THE SE1/4 AND ALSO THE SW1/4 OF SE1/4 ALL LOCATED IN SECTION 16, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 8, WEST DODGE POINTE, SAID POINT ALSO BEING AT THE NORTHWEST CORNER OF LOT 1, SAID WEST DODGE POINTE, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 174TH STREET (OLD LINCOLN HIGHWAY); THENCE N03°02'43"W (ASSUMED BEARING) ALONG THE WEST LINE OF SAID LOT 8, WEST DODGE POINTE, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF 174TH STREET (OLD LINCOLN HIGHWAY), A DISTANCE OF 68.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N03°02'43"W ALONG SAID WEST LINE OF LOT 8, WEST DODGE POINTE, SAID LINE ALSO BEING SAID EAST RIGHT-OF-WAY LINE OF 174TH STREET (OLD LINCOLN HIGHWAY), A DISTANCE OF 20.00 FEET; THENCE N86°57'17"E, A DISTANCE OF 59.72 FEET; THENCE S03°02'43"E, A DISTANCE OF 20.00 FEET; THENCE S86°57'17"W, A DISTANCE OF 59.72 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT 20.00 FOOT WIDE CENTURY LINK EASEMENT CONTAINS 1,194 SQUARE FEET OR 0.0274 ACRES, MORE OR LESS.

This document prepared by:
Stevie Martinez

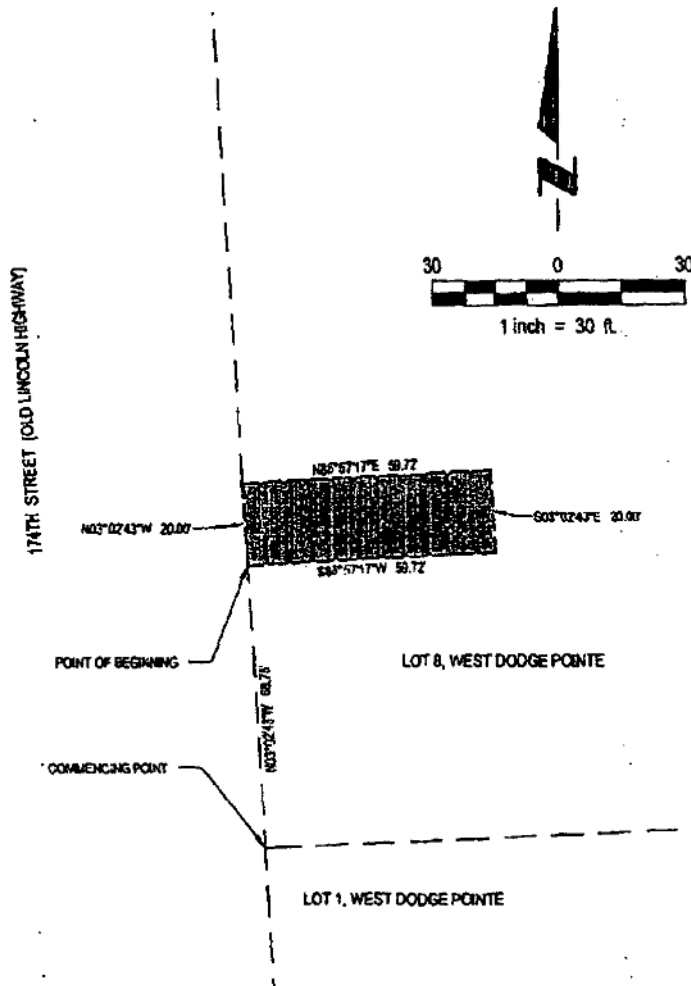
After Recording Please mail to:
Jeanette Buttell
CenturyLink
333 North Front Street
La Crosse, WI 54601

P: 495926

A: 208835

S: 204226

EXHIBIT "A"



LEGAL DESCRIPTION

A PERMANENT 20.00 FOOT WIDE CENTURY LINK EASEMENT LOCATED IN LOT 8, WEST DODGE POINTE, LOCATED IN PART OF THE NW1/4 OF THE SE1/4 AND ALSO THE SW1/4 OF SE1/4 ALL LOCATED IN SECTION 16, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID PERMANENT 20.00 FOOT WIDE CENTURY LINK EASEMENT CONTAINS 1,194 SQUARE FEET OR 0.0274 ACRES, MORE OR LESS.

| | | | |
|---|--|---|--|
|  | E & A CONSULTING GROUP, INC. Engineering • Planning • Environmental & Field Services 20 North 117th Street Omaha, NE 68131 Phone 402.885.4200 | | PERMANENT 20 FOOT CENTURY LINK EASEMENT LOT 8, WEST DODGE POINTE DOUGLAS COUNTY, NEBRASKA |
| | Drawn by: CJV Job No.: P2005.222.014 | Check by: EAS 8/5/14 Date: 07/29/2014 | |

EXHIBIT B

A Parcel in the SE ¼ in Section 16 WEST DODGE POINTE LOT 8 BLOCK 0

Being a part of that Real Property Described in Deed Dated June 13, 2006 as Document Number 2006068491

and

Being a Part of the Plat recorded on July 11, 2014 as Document Number 2014053010

and

Being Parcel Number 2502390436 of the Douglas County, Nebraska Property Records
