



MISC Inst. # 2018006817, Pg: 1 of 6 Rec Date: 01/26/2018 08:59:53.760

Fee Received: \$40.00 By: CC

Douglas County, NE Assessor/Register of Deeds DIANE L. BATTIATO

When Recorded Return To:
Brent W. Beller
Fullenkamp, Doyle & Jobeun
11440 West Center Road
Omaha, NE 68144
(402) 334-0700

(Space above line for recording data)

PERMANENT PUBLIC SIDEWALK EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT TKA Properties, LLP, a Nebraska limited liability partnership, hereinafter referred to as "Grantor" (whether one or more) for and in consideration of the sum of One (\$1.00) Dollar and Other Good and Valuable Consideration, the receipt of which is hereby acknowledged does hereby grant and convey unto the City of Omaha, Nebraska, a Municipal Corporation, hereinafter referred to as "Grantee", and to its successors and assigns, a permanent easement for the right to utilize the following described real property for the benefit of the public to be used as a sidewalk and appurtenances thereto, subject to all covenants, restrictions and easements of record, in, through and under the parcel of land described as follows, to-wit:

That real property described on the attached **Exhibit A**, which is incorporated herein by this reference.

TO HAVE AND TO HOLD unto said Grantees, their successors and assigns, together with the right of reasonable ingress and egress from said premises for the purposes of: (i) inspecting or using said sidewalk at the will of Grantees; and (ii) constructing, inspecting, maintaining, operating, repairing or replacing such utilities that may be installed within the easement area. The Grantor may, following construction of said sidewalk or the installation of any such utilities, continue to use the surface of the easement strip conveyed hereby for other purposes, subject to the right of the Grantees to use the same for the purposes herein expressed. The Grantor will install sidewalks conforming to City of Omaha Specifications and provide maintenance to the City of Omaha Standards.

IT IS FURTHER AGREED AS FOLLOWS:

1. That no buildings, improvements or other structures shall be placed in, on, over, or across said easement strip by Grantor, its successors and assigns without express approval of the Grantees. Improvements which may be approved by Grantees include landscaping or road, street or parking area surfacing or pavement. These improvements and any grass or shrubbery placed on said easements shall

City 4.

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be maintained by Grantor, its heirs, successors or assigns. Grantor may use said easement strip for any lawful purpose, subject to the right of the Grantees to use the same for the purposes herein expressed.

2. That GRANTEE will replace or rebuild any and all damage to improvements by GRANTEE exercising its rights of inspecting, maintaining or operating said pedestrian trail, except that damage to, or loss of trees and shrubbery will not be compensated for by GRANTEE.

3. This permanent easement is also for the benefit of any contractor, agent, employee or representative of Grantees. This easement is also for the benefit of any utility company to place its facilities within the easement area, providing the said facilities do not interfere with the use as a public sidewalk.

4. That said Grantor for itself and its heirs, executors and administrators does confirm with the said Grantees and their assigns, that the Grantor is well seized in fee of the above described property and that it has the right to grant and convey this easement in the manner and form aforesaid and that it and its heirs, executors, and administrators shall warrant and defend this easement to the said Grantees and their assigns against the lawful claims and demands of all person, subject to all covenants, restrictions and easements of record. This easement shall run with the land.

5. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings, and that the Grantor in executing and delivering this instrument, has not relied upon any promises, inducements, or representations of the Grantees or their agents or employees, except as are set forth herein.

6. The Grantor agrees to indemnify and hold harmless the Grantee, employees, invitees, visitors and agents, from and against any and all liability, cause of action, claims, and expenses for personal injury or property damage arising out of or occasioned by negligence in whole or in part, by Grantor, any of its contractors, successors or assigns.

[Signature page follows]

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IN WITNESS WHEREOF, said Grantor has set its hand this ____ day of November 2017.

GRANTOR:

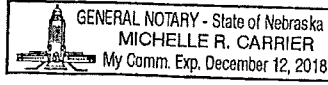
TKA PROPERTIES, LLP, a Nebraska limited liability partnership,

By: Angela M. Quinn
Name: Angela M. Quinn
Its: Authorized Signatory

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The above and foregoing instrument was acknowledged before me this 15th day of November, 2017, by Angela M. Quinn, known to me to be the Authorized Signatory of TKA Properties, LLP, a Nebraska limited liability partnership, on behalf of said limited liability company.

Michelle R. Carrier
Notary Public
Commission Expires: 12/12/18



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GRANTEE:

CITY OF OMAHA, a Municipal Corporation

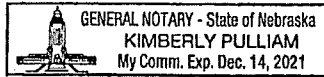
By: Jean Stothert 1/25/18
Jean Stothert, Mayor

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 25th day of January 2018, before me, a Notary Public in and for said County, personally came Jean Stothert, Mayor of the City of Omaha, Nebraska, a Municipal Corporation, to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be her respective voluntary act and deed as Mayor and the voluntary act and deed of said Municipal Corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:




Kimberly Pulliam
NOTARY PUBLIC

[SIGNATURE PAGES ON NEXT PAGE]

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ATTEST:


Elizabeth Butler, City Clerk 1/25/18


STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 25th day of January 2018, before me, a Notary Public in and for said County, personally came Elizabeth Butler, City Clerk of the City of Omaha to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be his respective voluntary act and deed as City Clerk and the voluntary act and deed of said Municipal Corporation.

WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:




NOTARY PUBLIC

APPROVED AS TO FORM:


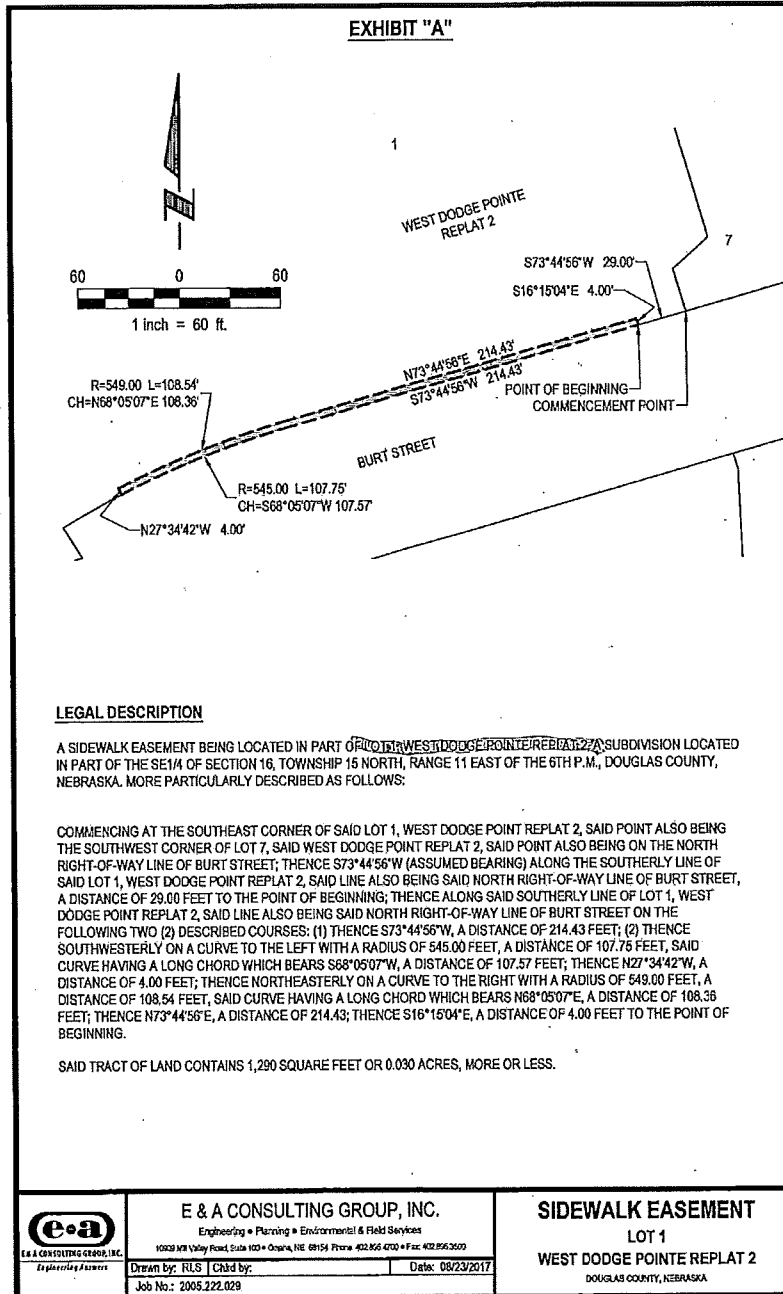

Asst. City Attorney

EXHIBIT A



Eric Schaben 8/23/2017 12:58 PM K:\Projects\2006\222\p29\Survey\Easements\EA\SEMENT-SIDEWALK-000.dwg