



MISC 2017019346



MAR 13 2017 16:08 P 7

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FB: OC-42369  
COMP: BW

Received - DIANE L. BATTIATO  
Register of Deeds, Douglas County, NE  
03/13/2017 16:08:11.00



2017019346

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**DECLARATION OF PERMANENT ACCESS EASEMENT**  
**(Lot 8, West Dodge Pointe Replat 2)**

THIS DECLARATION OF PERMANENT ACCESS EASEMENT (this "Agreement") is established and made effective as of this 13 day of MARCH, 2017, (hereinafter referred to as the "Effective Date") by Tribedo, LLC, a Nebraska limited liability company ("Declarant").

**RECITALS:**

WHEREAS, Declarant is the lawful owner of the following legally described, to-wit:

Lots 6 and 7, West Dodge Pointe Replat 2, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska (hereinafter referred to as the "Burdened Property").

WHEREAS, Declarant is also the lawful owner of the following legally described, to-wit:

Lot 8, West Dodge Pointe Replat 2, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska (hereinafter referred to as the "Benefited Property").

WHEREAS, Declarant intends to establish and grant a permanent, twenty-four (24') foot wide non-exclusive easement to provide ingress and egress in, over and across that portion of the Burdened Property as depicted and legally described on Exhibit "A" attached hereto (hereinafter referred to as the "Access Easement Area");

WHEREAS, by virtue of the recording of this Agreement, the Benefited Property and Burdened Property shall be owned, held, transferred, sold, conveyed, used, and occupied and mortgaged or otherwise encumbered subject to the provisions of this Agreement and every grantee of any interest in any said real property, by acceptance of a deed or other conveyance of such interest, and every person or entity owning an interest in any portion of any said real property, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall own and take

subject to the provisions of this Agreement and shall be deemed to have consented to the terms hereof.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, including the mutual grants and covenants contained herein, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Permanent Access Easement. Declarant hereby establishes and grants for itself, and any and all successors in interest to Declarant, their contractors, tenants, sub-tenants, agents, invitees, visitors, successors and assigns (hereinafter referred to as "Permittees"), a non-exclusive, twenty-four (24') foot wide permanent access easement (but not parking), in, over, upon and across the Burdened Property to be constructed within the Access Easement Area for the purposes of providing vehicular ingress and egress to the Benefited Property.

2. Nature of Easement. The provisions of this Agreement are not intended and shall not be deemed to constitute a dedication for public use, and the rights and easements granted herein are private and for the benefit only of the persons and entities set forth herein.

3. Improvements and Maintenance. Until such time that Declarant ceases to own the Benefited Property, Declarant, or its successors or assigns shall, at its sole cost and expense, be obligated to maintain, repair and replace the materials comprising the access drive within the Access Easement Area.

4. Restrictions. No barricades, signs, fences, or other dividers will be constructed and nothing will be done to prohibit or discourage the free and uninterrupted flow of vehicular traffic through the access drive within the Access Easement Area.

5. Effect of Covenants. Each party hereto, and its successors and assigns, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers granted or reserved by this Agreement or to which this Agreement is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person or entity having at any time any interest of estate in said property, and shall inure to the benefit of such property owners on like manner as though the provisions, terms and restrictions of this Agreement were received and stipulated at length in each and every deed of conveyance.

6. Waiver. No covenant, restriction, condition or provision of this Agreement shall be deemed to have been abrogated or waived by reason on any failure to enforce the same at any time, irrespective of the number of violations or breaches which may occur.

7. Indemnification. Each grantee of the Burdened Property (each a "Grantee") and their successors and assigns shall defend, indemnify and hold harmless Declarant and its successors and assigns and their respective directors, officers, employees, agents, representatives, insurers, servants and affiliates (in this subsection, "Indemnified Parties") from and against any and all suits, losses, demands, damages, claims, liabilities, causes of action, claims for indemnity or contribution, costs and expenses, including, without limitation, liability for bodily injury (including death), property damage, automobile accident liability or environmental liability of any nature whatsoever, including reasonable attorneys' fees and expenses, to the extent such arise out of, are caused or alleged to have been caused by (i) any

action or inaction of Grantee, its successors and assigns or their respective Permittees in connection with or related to, directly or indirectly, the Access Easement Area, this Agreement or any agreements contemplated hereby, or (ii) the negligent acts, negligent omissions or willful misconduct of Grantee or its successors and assigns or their respective Permittees. The provisions of this Section shall survive termination of this Agreement.

8. Estoppel. The parties subject to this Agreement party shall deliver to the other party, within twenty (20) days after request therefore, a written statement, setting forth that, to the best of such party's knowledge, the requesting party is not in default, in the performance of any of its obligations under this Agreement or, if in default, setting forth the nature of such default, and such other matters as may be reasonably requested.

9. Savings Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Agreement herein contained, as the case may be, shall not render the remainder of the Agreement invalid, nor any other part therein contained.

10. Amendment, Modification, Notices.

(a) This Agreement may only be amended by the written consent and agreement of the record owner of the Benefited Property and Burdened Property, and the City of Omaha, or their respective successors and assigns. Any such modification or amendment shall be effective when duly recorded in the office of the Douglas County, Nebraska Register of Deeds.

(b) Wherever in this Agreement the consent or approval of an owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

(c) Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of Declarant are as follows:

Declarant: Tribedo, LLC  
c/o White Lotus Group  
105 N. 31<sup>st</sup> Avenue, Ste. 200  
Omaha, NE 68131

11. Title. Declarant confirms that Declarant is seized in fee of the Burdened Property, which includes the Access Easement Area and that it has the right to grant and convey the easement and rights granted herein, and that it will warrant and defend such easement and rights against the lawful claims and demands of all persons.

12. Counterparts. This Easement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

13. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Nebraska.

*[Remainder of page left intentionally blank – signature page follow]*

IN WITNESS WHEREOF, Declarant has caused the authorized execution hereof, the day and year first above written.

**DECLARANT:**

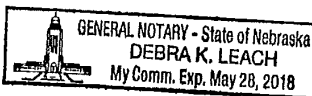
**TRIBEDO, LLC**, a Nebraska limited liability company,

By: *[Signature]*  
Name: *Arun Agarwal*  
Its: *member*

STATE OF NEBRASKA    )  
  ) ss.  
COUNTY OF DOUGLAS    )

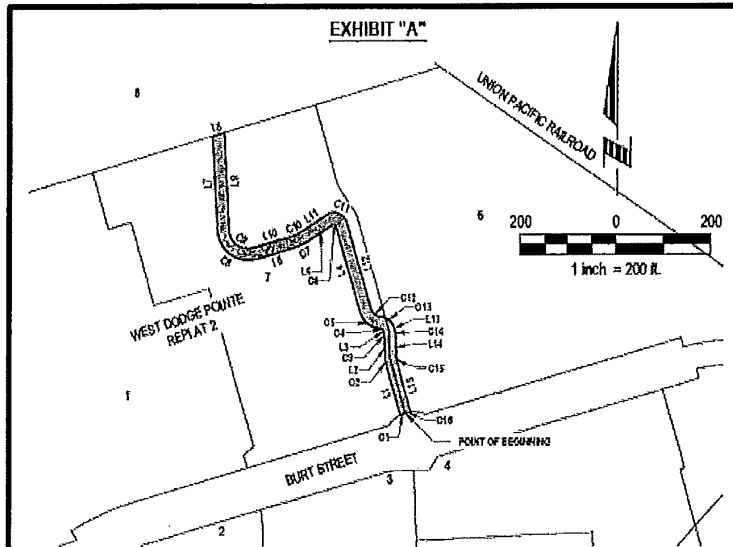
The above and foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, 2017, by Arun Agarwal, known to me to be the member of Tribedo, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

*[Signature]*  
Notary Public  
Commission Expires: 5/28/2018



**EXHIBIT "A"**

**ACCESS EASEMENT AREA**



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N18° 15' 04"W	104.00'
L2	N02° 28' 02"W	41.25'
L3	N18° 21' 25"W	5.30'
L4	N18° 15' 04"W	181.80'
L5	S87° 03' 43"W	80.02'
L6	S73° 44' 58"W	79.85'
L7	N03° 02' 43"W	192.47'
L8	N73° 44' 58"E	24.65'
L9	S03° 02' 43"E	198.10'
L10	N73° 44' 58"E	79.85'
L11	N87° 03' 43"E	80.02'
L12	S16° 15' 04"E	181.80'
L13	S16° 21' 25"E	5.30'
L14	S02° 28' 02"E	41.24'
L15	S18° 15' 04"E	104.00'

CURVE TABLE				
CURVE #	RADIUS	LENGTH	LONG CHORD	CHORD DISTANCE
C1	60.00'	12.08'	S87° 58' 50"W	12.06'
C2	74.00'	17.85'	N09° 20' 33"W	17.80'
C3	37.50'	9.17'	N09° 21' 19"W	9.14'
C4	6.00'	6.21'	N51° 58' 38"W	6.82'
C5	46.00'	59.71'	N51° 53' 24"W	55.94'
C6	4.00'	7.45'	N89° 35' 41"W	6.42'
C7	124.00'	38.11'	S85° 24' 20"W	35.99'
C8	84.00'	115.28'	N54° 38' 53"W	100.32'
C9	40.00'	72.05'	S54° 38' 53"E	62.70'
C10	100.00'	29.12'	N85° 24' 20"E	29.02'
C11	28.00'	52.14'	S69° 35' 40"E	44.92'
C12	24.00'	29.86'	S51° 53' 24"E	27.97'
C13	29.00'	36.02'	S51° 58' 35"E	33.75'
C14	61.50'	15.01'	S09° 21' 51"E	14.97'
C15	60.00'	12.08'	S09° 20' 33"E	12.03'
C16	60.00'	12.08'	S79° 31' 03"W	12.06'

	<b>E &amp; A CONSULTING GROUP, INC.</b> Engineering • Planning • Environmental & Flow Studies <small>1203 Mt. Valley Road, Suite 105 • Omaha, NE 68134 Phone: 402.661.1700 • Fax: 402.661.2066</small>	<b>ACCESS EASEMENT</b> WEST DODGE POINTE REPLAT 2 <small>DOUGLAS COUNTY, NEBRASKA</small>
	Drawn by: RLS   Checked by: _____   Date: 01/25/2017	
	Job No.: 2008-222-024	

**LEGAL DESCRIPTION**

AN ACCESS EASEMENT BEING LOCATED IN PARTS OF LOTS 6 AND 7, WEST DODGE POINTE REPLAT 2, A SUBDIVISION LOCATED IN PART OF THE SE1/4 OF THE SE1/4, PART OF THE SW1/4 OF THE SE1/4 AND PART OF THE NW1/4 OF THE SE1/4, 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 SOUTHWEST CORNER OF SAID LOT 6, WEST DODGE POINTE REPLAT 2, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 7, WEST DODGE POINTE REPLAT 2, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF BURT STREET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 60.00 FEET, A DISTANCE OF 12.06 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S67°58'50"W (ASSUMED BEARING), A DISTANCE OF 12.06 FEET, ALONG THE SOUTH LINE LINE OF SAID LOT 7, WEST DODGE POINTE REPLAT 2, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF BURT STREET; THENCE N16°15'04"W, A DISTANCE OF 104.06 FEET; THENCE NORTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 74.00 FEET, A DISTANCE OF 17.85 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N09°20'33"W, A DISTANCE OF 17.80 FEET; THENCE N02°26'02"W, A DISTANCE OF 41.25 FEET; THENCE NORTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 37.50 FEET, A DISTANCE OF 9.17 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N09°21'19"W, A DISTANCE OF 9.14 FEET; THENCE N16°21'25"W, A DISTANCE OF 5.30 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 5.00 FEET, A DISTANCE OF 6.21 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N51°56'36"W, A DISTANCE OF 5.82 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 48.00 FEET, A DISTANCE OF 59.71 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N51°53'24"W, A DISTANCE OF 55.94 FEET; THENCE N16°15'04"W, A DISTANCE OF 181.80 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 4.00 FEET, A DISTANCE OF 7.45 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N69°35'41"W, A DISTANCE OF 6.42 FEET; THENCE S57°03'43"W, A DISTANCE OF 60.02 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 124.00 FEET, A DISTANCE OF 36.11 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S55°24'20"W, A DISTANCE OF 35.99 FEET; THENCE S73°44'56"W, A DISTANCE OF 79.85 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 64.00 FEET, A DISTANCE OF 115.28 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N54°38'53"W, A DISTANCE OF 100.32 FEET; THENCE N03°02'43"W, A DISTANCE OF 192.47 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 7, WEST DODGE POINTE REPLAT 2, SAID LINE ALSO BEING THE SOUTH LINE OF LOT 8, SAID WEST DODGE POINTE REPLAT 2; THENCE N73°44'56"E ALONG SAID NORTH LINE OF LOT 7, WEST DODGE POINTE REPLAT 2, SAID LINE ALSO BEING THE SAID SOUTH LINE OF LOT 8, WEST DODGE POINTE REPLAT 2, A DISTANCE OF 24.65 FEET; THENCE S03°02'43"E, A DISTANCE OF 198.10 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 40.00 FEET, A DISTANCE OF 72.05 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S54°38'53"E, A DISTANCE OF 62.70 FEET; THENCE N73°44'56"E, A DISTANCE OF 79.85 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 100.00 FEET, A DISTANCE OF 39.12 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N65°24'20"E, A DISTANCE OF 29.02 FEET; THENCE N57°03'43"E, A DISTANCE OF 60.02 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 28.00 FEET, A DISTANCE OF 52.14 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S69°35'40"E, A DISTANCE OF 44.92 FEET; THENCE S16°15'40"E, A DISTANCE OF 161.80 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 24.00 FEET, A DISTANCE OF 29.86 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S51°53'24"E, A DISTANCE OF 27.97 FEET; THENCE SOUTH EASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 29.00 FEET, A DISTANCE OF 36.02 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S51°56'39"E, A DISTANCE OF 33.75 FEET; THENCE S16°21'25"E, A DISTANCE OF 5.30 FEET; THENCE SOUTHERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 51.50 FEET, A DISTANCE OF 15.01 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S09°21'51"E, A DISTANCE OF 14.97 FEET; THENCE S02°26'02"E, A DISTANCE OF 41.24 FEET; THENCE SOUTHERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 60.00 FEET, A DISTANCE OF 12.06 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S09°20'33", A DISTANCE OF 12.03 FEET; THENCE S16°15'04"E, A DISTANCE OF 104.06 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6, WEST DODGE POINTE REPLAT 2, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF BURT STREET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 60.00 FEET, A DISTANCE OF 12.06 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S79°31'03"W, A DISTANCE OF 12.06 FEET, ALONG THE SAID SOUTH LINE OF LOT 6, WEST DODGE POINTE REPLAT 2, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF BURT STREET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 21,976 SQUARE FEET OR 0.506 ACRES, MORE OR LESS.