



MISC 2017019347



MAR 13 2017 16:08 P 7

Fee amount: 46.00
 FB: OC-42369
 COMP: BW

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



2017019347

[The Space Above is for Recording Data]

PERMANENT ACCESS EASEMENT
(Outlot A, West Dodge Pointe Replat 2)

THIS PERMANENT ACCESS EASEMENT (this "Agreement") is made effective as of this 10th day of MARCH, 2017, (hereinafter referred to as the "Effective Date") by and between Tribedo, LLC, a Nebraska limited liability company ("Grantor") and the City of Omaha, a municipal corporation (the "Grantee") for the benefit of the public, ("Third Party Beneficiary").

RECITALS:

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

Lots 1, 7, 8 and Outlot "A", in West Dodge Pointe Replat 2, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska; a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska (hereinafter referred to as the "Burdened Property").

WHEREAS, Grantor intends to grant Grantee 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 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. Grantor hereby grants to Grantee for the benefit of Grantee and its contractors, tenants, sub-tenants, agents, invitees, visitors, and third party beneficiary, (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 Outlot A, as further depicted on Exhibit "A".

2. Nature of Easement. The provisions of this Agreement are intended and shall be deemed to constitute a dedication for public use, and the rights and easements granted herein are for the benefit of the public, at large.

3. Improvements and Maintenance. Grantor, 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. Estoppel. Either 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.

8. 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.

9. Amendment, Modification, Notices.

(a) This Agreement may only be amended by the written consent and agreement of the record owner of the Burdened Property and the City 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 Grantor and Grantee are as follows:

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

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

10. Title. Grantor confirms with Grantee that Grantor 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 to Grantee against the lawful claims and demands of all persons.

11. 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.

12. 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, Grantor and Grantee have caused the authorized execution hereof, the day and year first above written.

GRANTOR:

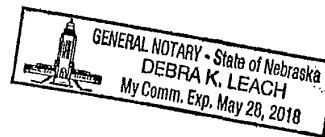
TRIBEDO, LLC, a Nebraska limited liability company,

By: [Signature]
Name: Arun Aggarwal
Its: Member

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The above and foregoing instrument was acknowledged before me this 7th day of March, 2017, by Arun Aggarwal 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



CITY OF OMAHA, a Municipal Corporation

ATTEST

Buster Brown
Buster Brown
City Clerk, City of Omaha

By

Jean Stothert
Jean Stothert,
Mayor, City of Omaha

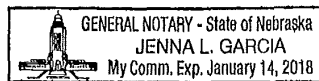
APPROVED AS TO FORM:

Michelle Peters 3/10/17
ASSISTANT CITY ATTORNEY

Deputy
STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 10th day of March, 2017, before me, a Notary Public in and for said County, personally came Buster Brown, City Clerk 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 their 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:



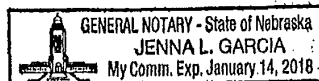
Jenna L. Garcia
NOTARY PUBLIC

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

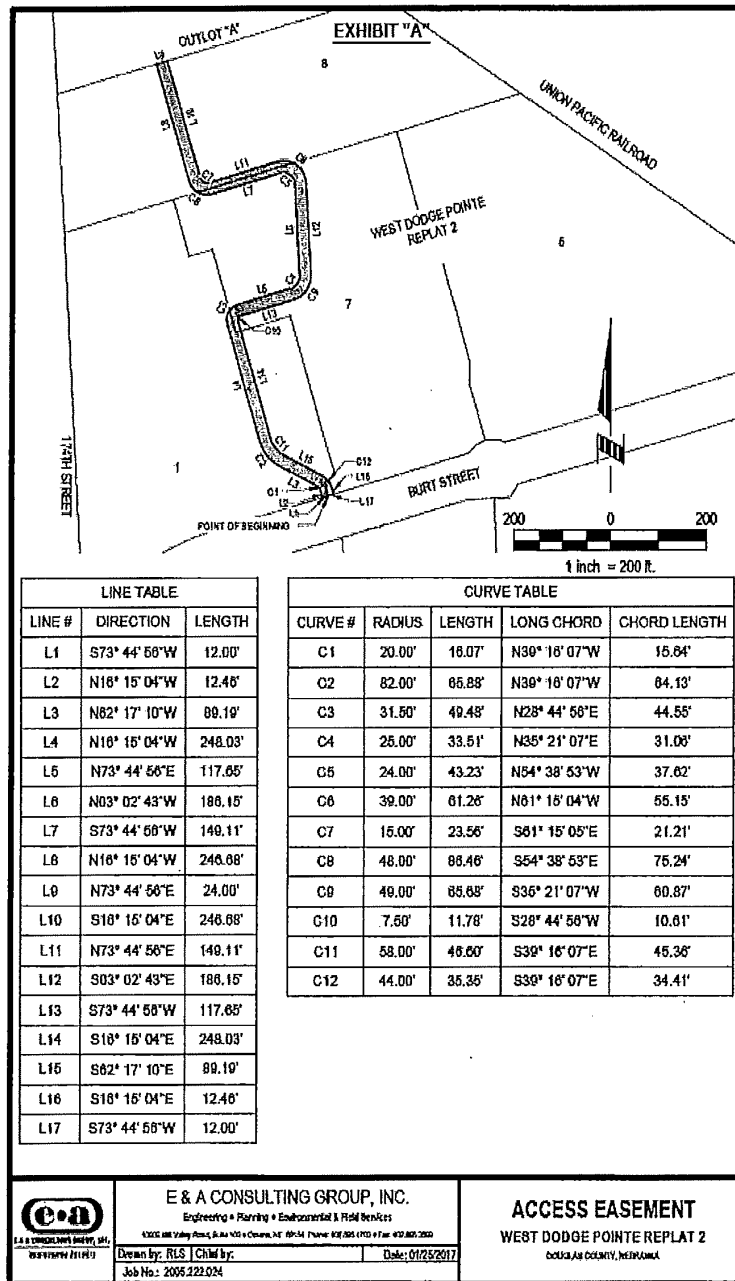
On this 10th day of March, 2017, before me, a Notary Public in and for said County, personally came Jean Stothert, Mayor of the City of Omaha, Nebraska, a Municipal Corporation, to me personally known to be the respective officer of said Municipal corporation and the identical person whose name is affixed 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.

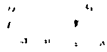
WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:



Jenna L. Garcia
NOTARY PUBLIC

EXHIBIT "A"**ACCESS EASEMENT AREA**



LEGAL DESCRIPTION

AN ACCESS EASEMENT BEING LOCATED IN PARTS OF LOTS 1, 7 AND 8, 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 THE SOUTHEAST CORNER OF SAID LOT 1, WEST DODGE POINTE REPLAT 2, SAID POINT ALSO BEING SOUTHWEST CORNER OF SAID LOT 7, WEST DODGE POINTE REPLAT 2, SAID POINT ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BURT STREET; THENCE S73°44'56"W (ASSUMED BEARING) ALONG THE SOUTH LINE OF SAID LOT 1, WEST DODGE POINTE REPLAT 2, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF BURT STREET, A DISTANCE OF 12.00 FEET; THENCE N16°15'04"W, A DISTANCE OF 12.46 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET, A DISTANCE OF 16.07 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N39°16'07"W, A DISTANCE OF 15.64 FEET; THENCE N62°17'10"W, A DISTANCE OF 89.19 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 82.00 FEET, A DISTANCE OF 66.68 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N39°16'07"W, A DISTANCE OF 64.18 FEET; THENCE N16°15'04"W, A DISTANCE OF 248.03 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 31.50 FEET, A DISTANCE OF 49.48 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N28°44'56"E, A DISTANCE OF 44.56 FEET; THENCE N73°44'56"E, A DISTANCE OF 117.56 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET, A DISTANCE OF 33.51 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N55°21'07"E, A DISTANCE OF 31.06 FEET; THENCE N03°02'43"W, A DISTANCE OF 186.15 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 24.00 FEET, A DISTANCE OF 43.23 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N54°38'53"W, A DISTANCE OF 37.62 FEET; THENCE S73°44'56"W, A DISTANCE OF 149.11 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 39.00 FEET, A DISTANCE OF 61.26 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N61°15'04"W, A DISTANCE OF 55.15 FEET; THENCE N16°15'04"W, A DISTANCE OF 246.68 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 8, WEST DODGE POINTE REPLAT 2, SAID LINE ALSO BEING THE SOUTH LINE OF OUTLOT "A", SAID WEST DODGE POINTE REPLAT 2; THENCE N73°44'56"E ALONG SAID NORTH LINE OF LOT 8, WEST DODGE POINTE REPLAT 2, SAID LINE ALSO BEING SAID SOUTH LINE OF OUTLOT "A", WEST DODGE POINTE REPLAT 2, A DISTANCE OF 24.00 FEET; THENCE S16°15'04"E, A DISTANCE OF 246.68 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 15.00 FEET, A DISTANCE OF 23.56 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S61°15'06"E, A DISTANCE OF 21.21 FEET; THENCE N73°44'56"E, A DISTANCE OF 149.11 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 45.00 FEET, A DISTANCE OF 86.46 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S54°38'53"E, A DISTANCE OF 75.24 FEET; THENCE S03°02'43"E, A DISTANCE OF 186.15 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 49.00 FEET, A DISTANCE OF 65.68 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S35°21'07"W, A DISTANCE OF 60.87 FEET; THENCE S73°44'56"W, A DISTANCE OF 117.65 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 7.50 FEET, A DISTANCE OF 11.78 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S28°44'56"W, A DISTANCE OF 10.61 FEET; THENCE S16°15'04"E, A DISTANCE OF 248.03 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 58.00 FEET, A DISTANCE OF 46.60 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S39°16'07"E, A DISTANCE OF 45.36 FEET; THENCE S62°17'10"E, A DISTANCE OF 89.19 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 44.00 FEET, A DISTANCE OF 35.35 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S39°16'07"E, A DISTANCE OF 45.36 FEET; THENCE S16°15'04"E, A DISTANCE OF 12.46 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 7, WEST DODGE POINTE REPLAT 2, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF BURT STREET; THENCE S73°44'56"W ALONG SAID SOUTH LINE OF LOT 7, WEST DODGE POINTE REPLAT 2, SAID LINE ALSO BEING SAID NORTH RIGHT-OF-WAY LINE OF BURT STREET, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 31,649 SQUARE FEET OR 0.727 ACRES, MORE OR LESS.