



When Recorded Return To:  
Brent W. Beller  
Fulenkamp, 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 Tribedo, LLC, a Nebraska limited liability company, 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 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.

City 4

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]*

IN WITNESS WHEREOF, said Grantor has set its hand this 13<sup>th</sup> day of ~~November~~ <sup>December</sup> 2017.

**GRANTOR:**

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

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

STATE OF NEBRASKA       )  
  ) ss.  
COUNTY OF DOUGLAS    )

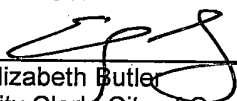
The above and foregoing instrument was acknowledged before me this 13<sup>th</sup> day of ~~November~~ <sup>December</sup> 2017, by Arun Agarwal, known to me to be the manager of Tribedo, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

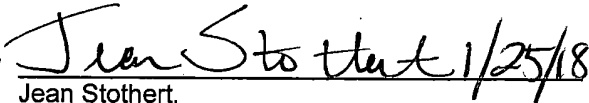
*[Signature]*  
Notary Public  
Commission Expires: 3/2/21



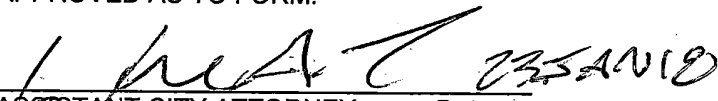
**CITY OF OMAHA, a Municipal Corporation**

ATTEST:

 1/25/18  
Elizabeth Butler  
City Clerk, City of Omaha

By  1/25/18  
Jean Stothert,  
Mayor, City of Omaha

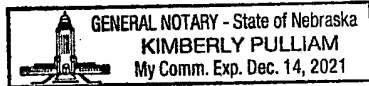
APPROVED AS TO FORM:

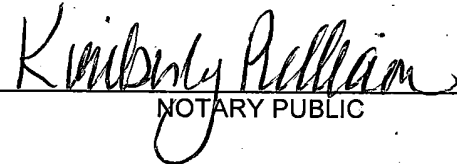
  
ASSISTANT CITY ATTORNEY Date

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 25<sup>th</sup> 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, 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:



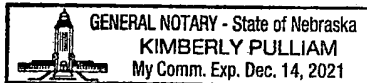
  
NOTARY PUBLIC

STATE OF NEBRASKA )  
 ) SS  
COUNTY OF DOUGLAS )

On this 25<sup>th</sup> 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.

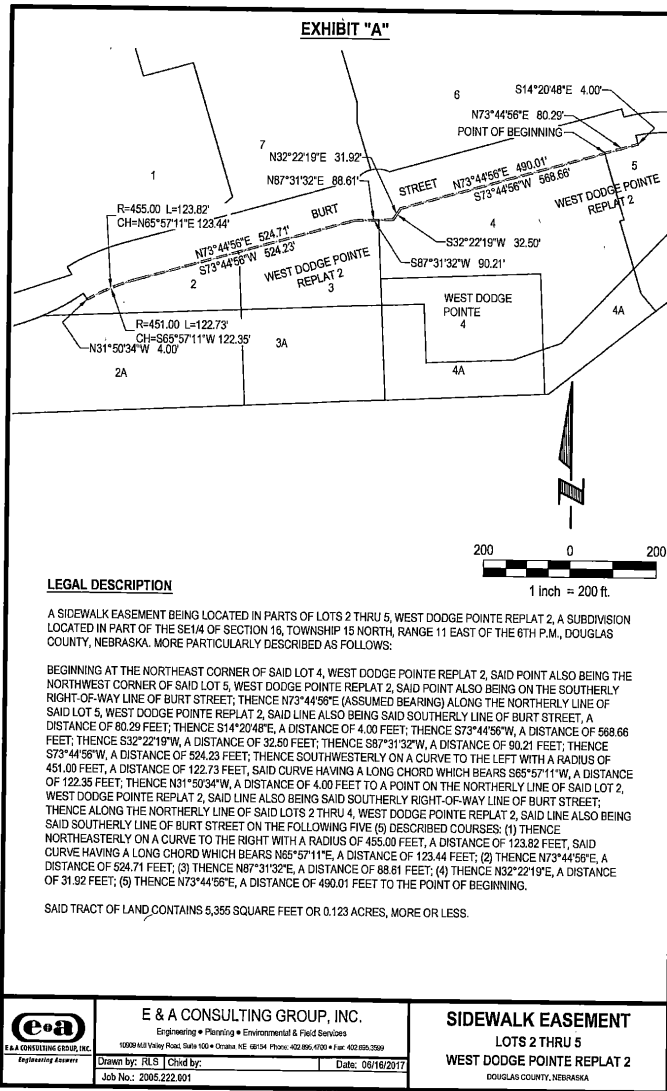
WITNESS my hand and Notarial Seal the day and year last above written.

Notary Seal:



  
NOTARY PUBLIC

EXHIBIT A



**LEGAL DESCRIPTION**

A SIDEWALK EASEMENT BEING LOCATED IN PARTS OF LOTS 2 THRU 5, WEST DODGE POINTE REPLAT 2, A SUBDIVISION LOCATED IN PART OF THE SE1/4 OF 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 SAID LOT 4, WEST DODGE POINTE REPLAT 2, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 5, WEST DODGE POINTE REPLAT 2, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF BURT STREET; THENCE N73°44'56"E (ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID LOT 5, WEST DODGE POINTE REPLAT 2, SAID LINE ALSO BEING SAID SOUTHERLY LINE OF BURT STREET, A DISTANCE OF 80.29 FEET; THENCE S14°20'48"E, A DISTANCE OF 4.00 FEET; THENCE S73°44'56"W, A DISTANCE OF 568.66 FEET; THENCE S32°22'19"W, A DISTANCE OF 32.50 FEET; THENCE S87°31'32"W, A DISTANCE OF 90.21 FEET; THENCE S73°44'56"W, A DISTANCE OF 524.23 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 451.00 FEET, A DISTANCE OF 122.73 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S65°57'11"W, A DISTANCE OF 122.35 FEET; THENCE N31°50'34"W, A DISTANCE OF 4.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 2, WEST DODGE POINTE REPLAT 2, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF BURT STREET; THENCE ALONG THE NORTHERLY LINE OF SAID LOTS 2 THRU 4, WEST DODGE POINTE REPLAT 2, SAID LINE ALSO BEING SAID SOUTHERLY LINE OF BURT STREET ON THE FOLLOWING FIVE (5) DESCRIBED COURSES: (1) THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 455.00 FEET, A DISTANCE OF 123.82 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N65°57'11"E, A DISTANCE OF 123.44 FEET; (2) THENCE N73°44'56"E, A DISTANCE OF 524.71 FEET; (3) THENCE N87°31'32"E, A DISTANCE OF 88.61 FEET; (4) THENCE N32°22'19"E, A DISTANCE OF 31.92 FEET; (5) THENCE N73°44'56"E, A DISTANCE OF 490.01 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 5,365 SQUARE FEET OR 0.123 ACRES, MORE OR LESS.

<p><b>E &amp; A CONSULTING GROUP, INC.</b>          Engineering • Planning • Environmental &amp; Field Services          1009 Mid Valley Road, Suite 100 • Omaha, NE 68134 • Phone: 402.866.4700 • Fax: 402.866.7699</p>	<p><b>SIDEWALK EASEMENT</b></p>	
	<p>LOTS 2 THRU 5</p>	
	<p>WEST DODGE POINTE REPLAT 2</p> <p>DOUGLAS COUNTY, NEBRASKA</p>	
<p>Drawn by: RLS   Checked by: [ ]   Date: 08/18/2017</p> <p>Job No.: 2005.222.001</p>		