



MISC 2017053852



JUL 11 2017 17:06 P 5

Fee amount: 34.00
FB: 43-02880
COMP: DW

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
07/11/2017 17:06:47.00



2017053852

COVER PAGE

1. Title of Document: Grant of Easement
2. Grantor: Goldberg Sibling, LLC,
3. Grantee: Manny P Goldberg *Trustee*

4. Return to: Midwest Title
10410 S 144th St
Omaha NE 68138

5. Legal Description: See Document

GRANT OF EASEMENT

THIS GRANT OF EASEMENT executed this 29 day of June, 2017, by GOLDBERG SIBLINGS, LLC, a Nebraska limited liability company, and MANNY P. GOLDBERG, Trustee of the Manny Goldberg Revocable Trust, dated October 31, 2014.

RECITALS

Goldberg Siblings, LLC, is the owner of Parcel A described as:

Lot 10 and the East 60 feet of Lot 9, together with the West 20 feet of vacated 73rd Street adjoining said Lot 10, all in Block 69, Benson, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska, except the North 80 feet and South 17 feet of said parcel (hereinafter "Parcel A").

Manny P. Goldberg, Trustee of the Manny Goldberg Revocable Trust is the owner of Parcel B described as:

North 80 feet of the East 60 feet of Lot 9 and the North 80 feet of Lot 10, together with the north 80 feet of the west 20 feet of vacated 73rd Street adjoining said Lot 10, all in Block 69, Benson, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska (hereinafter "Parcel B").

Easement Area is described as:

The West 24 feet of East 60 feet of Lot 9, Block 69, Benson, an addition to the City of Omaha as surveyed, platted and recorded, Douglas County, Nebraska (hereinafter "Easement Area").

Parcel B is North of Parcel A. Parcel A fronts on Maple Street. Parcel B has requested Parcel A to grant an Easement Area upon Parcel A in order that users of Parcel B may have non-exclusive ingress and egress over Parcel A.

GRANT OF EASEMENT

NOW THEREFORE to enhance the value of Parcel B and to provide access from Maple Street to Parcel B, Parcel A does hereby give, grant and convey a permanent non-exclusive easement over the paved portion of Parcel A in favor of Parcel B as defined above (the Easement Area).

The use of said Easement Area shall be for vehicular and pedestrian ingress and egress.

1. The parties acknowledge that Parcel A has no improvements upon it. Until Parcel A is developed with improvements ready for occupancy, all costs of maintaining, repairing, improving, and replacing improvements upon the Easement Area shall be borne by Parcel B.

2. When Parcel A is developed with improvements ready for occupancy, then the cost of maintaining, repairing, improving and replacing the Easement Area shall be borne by the parties as follows:

Parcel A (Goldberg Siblings, LLC)	50%
Parcel B (Manny P. Goldberg, Trustee)	50 %

3. Parcel A may utilize the Easement Area for vehicular and pedestrian access to serve Parcel A. Parcel B may utilize Easement Area for vehicular and pedestrian access to serve Parcel B.

4. Any mortgage or deed of trust affecting Parcel B shall at all times be subject and subordinate to the terms of this Agreement.

5. This Agreement shall be perpetual in effect, and the covenants herein contained shall run with both tracts above described, but this Agreement shall not operate to convey to either party the fee title to any part of the land owned by the other party.

6. In the event of any dispute relating to interpretation, implementation or operation of this Agreement, the parties shall submit such dispute to binding arbitration as follows: Each party shall select an individual to represent him as arbitrator in the event of a dispute; such selection shall be made within twenty-one (21) days after either party declares unto the other that a dispute has arisen. Each of the arbitrators this selected shall jointly select a third arbitrator. The decision of a majority of arbitrators shall be binding on the parties, and shall be enforced as provided by the laws of the State of Nebraska.

7. It is acknowledged by the parties hereto that if a party fails to pay its share of expenses as above provided, then an action may be maintained by the parties advancing such costs, and that such advancing parties shall have all rights existing under the laws of the State of Nebraska, including such lien rights as may arise pursuant to the laws of the State of Nebraska.

8. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns and personal representatives.

DATED this 29th day of June, 2017.

Manny P. Goldberg, Trustee of the
Manny Goldberg Revocable Trust

GOLDBERG SIBLINGS, LLC, a
Nebraska limited liability company

By: *[Signature]*
David A. Goldberg, Manager

STATE OF FLORIDA)
)ss.
COUNTY OF _____)

On this ___ day of June, 2017, before me, a Notary Public, in and for said County, personally appeared Manny P. Goldberg, Trustee of the Manny Goldberg Revocable Trust, to me known to be the identical person whose name is affixed to the above and foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed.

Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

On this 29th day of June, 2017, before me, a Notary Public, in and for said County, personally appeared David A. Goldberg, Manager of Goldberg Siblings, LLC, a Nebraska limited liability company, to me known to be the identical person whose name is affixed to the above and foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed.

[Signature]
Notary Public

State of Nebraska - General Notary
DONETA DOEHLING
My Commission Expires
September 2, 2019

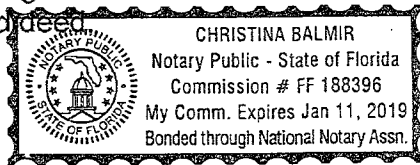
DATED this 29 day of June, 2017.

Manny P. Goldberg
Manny P. Goldberg, Trustee of the
Manny Goldberg Revocable Trust

GOLDBERG SIBLINGS, LLC, a
Nebraska limited liability company
By: _____
David A. Goldberg, Manager

STATE OF FLORIDA)
COUNTY OF Palm Beach)ss.

On this 29 day of June, 2017, before me, a Notary Public, in and for said County, personally appeared Manny P. Goldberg, Trustee of the Manny Goldberg Revocable Trust, to me known to be the identical person whose name is affixed to the above and foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed.



Christina Balmir
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this ___ day of June, 2017, before me, a Notary Public, in and for said County, personally appeared David A. Goldberg, Manager of Goldberg Siblings, LLC, a Nebraska limited liability company, to me known to be the identical person whose name is affixed to the above and foregoing instrument and who acknowledged the execution thereof to be his voluntary act and deed.

Notary Public