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MAY 10 2007 08:32 P 7

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
5/10/2007 08:32:37.50



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AGREEMENT FOR EASEMENT

This Agreement is entered into this 1st day of ^{May}~~April~~, 2007, by and between Excel Real Property, LLC, a Nebraska limited liability company ("Excel"), and Fleetwood-101, LLC, a Nebraska limited liability company ("Fleetwood").

This Easement Agreement is granted with respect to the following facts:

- A. The parties have entered into and have closed a purchase agreement whereby Fleetwood has acquired from Excel real property described as Lot 1 in Exhibit "B" attached hereto. In connection therewith Fleetwood has agreed to grant the easement described herein.
- B. Excel retains ownership of Lot 2 as described in Exhibit "B" attached hereto.
- C. The parties desire to enter into this agreement whereby Fleetwood grants and conveys to Excel an exclusive easement upon that portion of Lot 1 described in Exhibit "A" for the purpose of access to existing buildings and utilities and related appurtenances and for compliance with fire and safety codes. The easement is granted for the benefit of Lot 2 for a right of way to access Lot 2 by Excel, its contractors and any municipality or utility. Said easement shall remain open for public access, fenced and unencumbered.

NOW, THEREFORE, in consideration of the premises and mutual covenants, Fleetwood hereby creates and grants to Excel an easement over a portion of Lot 1 all as more particularly described under the following provisions:

- 1. Easement Area. The easement granted by Fleetwood in favor of Excel over Lot 1 is described in Exhibit "A" attached hereto (the "Easement Area").
- 2. Beneficial Purpose of Easement. The easement granted and conveyed by Fleetwood in favor of Excel shall be exclusive and shall be used by Excel, its contractors and municipal authorities and utility providers for the purpose of providing access to buildings, utility connections and related appurtenances, including but not limited to access for fire and safety and utility vehicles as shown in Exhibit "A".
- 3. Surfaces. Excel agrees to maintain the Easement Area clear of weeds, litter or other obstructions. Neither party shall permit any structure or other use within the Easement Area which would inhibit or interfere with access or its intended use. Fleetwood agrees to fence Easement Area at such time as construction on Lot 1 is substantially complete.
- 4. Term. The easement hereby created and established shall be perpetual.
- 5. Easement Running with the Land. The easement granted herein shall run with the land and be binding upon Lot 1, and inure to the benefit of Excel and its successors and assigns with respect to Lot 2.
- 6. Parking. No parking shall be permitted in the Easement Area nor shall the Easement Area otherwise be used in manner so as to prevent the use of the Easement Area.
- 7. Purpose. Nothing herein contained shall be deemed to be a gift or a dedication of the Easement Area to the general public or for any public purposes whatsoever, it being the intention of the parties that the easement herein granted shall be strictly limited to and for the purposes herein expressed.

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Box #41

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be deemed that any such invalid provision affects the consideration for this Agreement and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, Fleetwood and Excel have executed this Agreement for Easement the day and year first above written.

FLEETWOOD-101, LLC

By: 

It's Manager

EXCEL REAL PROPERTY, LLC

By: _____

It's Manager

STATE OF NEBRASKA)

) ss

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this _____ day of April, 2007, by _____, Manager of Excel Real Property, LLC.

Notary Public

STATE OF NEBRASKA)

) ss

COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public, this _____ day of April, 2007, by _____, Manager of Fleetwood-101, LLC.

Notary Public

8. Eminent Domain/Conveyance. In the event that any part of the Easement Area shall be taken by eminent domain or conveyance in lieu thereof or by any other similar proceedings, Fleetwood shall be entitled to the entirety of the award for such taking and Excel shall not be entitled to any portion of such award.

9. Amendments. This Agreement and the easement created by this Agreement may be released or amended at any time by a written agreement for that purpose entered into by all of the title holders of Lot 1 and Lot 2, and all mortgagees holding mortgages on Lot 1 and Lot 2. Any such agreement shall be filed for record in the office of the Register of Deeds of Douglas County, Nebraska

10. Violations. In the event of any violation or threatened violation by any owner or occupant of any portion of Lot 1 or Lot 2 of any of the terms, covenants and conditions of this Agreement, any or all of the owners and mortgagees of Lot 1 or Lot 2 shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all of the remedies available by statute, at law and in equity.

11. Waiver. No delay or omission on the part of any party who is hereafter the owner of either Lot 1 or Lot 2 in the exercise of any right accruing on any default of any other party shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any party of a breach or a default in the observance or performance of any of the terms and conditions of this Agreement by any other party shall not be construed to be a waiver of any subsequent breach or default of the same or any other provision of this Agreement. No breach, whether or not material, of the obligations imposed or created by this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any other manner, any other rights or remedies which any party may have under or by reason of any breach of the provisions of this Agreement. If any provision, or portion thereof, of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby; the remainder of this Agreement shall be given effect as if such invalid or inoperative portion had not been included. It shall not be deemed that any such invalid provision affects the consideration for this Agreement and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, Fleetwood and Excel have executed this Agreement for Easement the day and year first above written.

FLEETWOOD-101, LLC

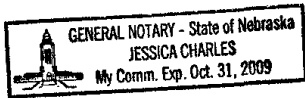
By: _____
It's Manager

EXCEL REAL PROPERTY, LLC

By: S. S. S. S. S.
It's Manager

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

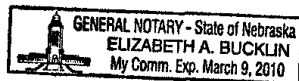
The foregoing instrument was acknowledged before me, a Notary Public, this
1st day of May, 2007, by Shyan J. Roman, Manager of Excel Real
Property, LLC.



Jessica Charles
Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

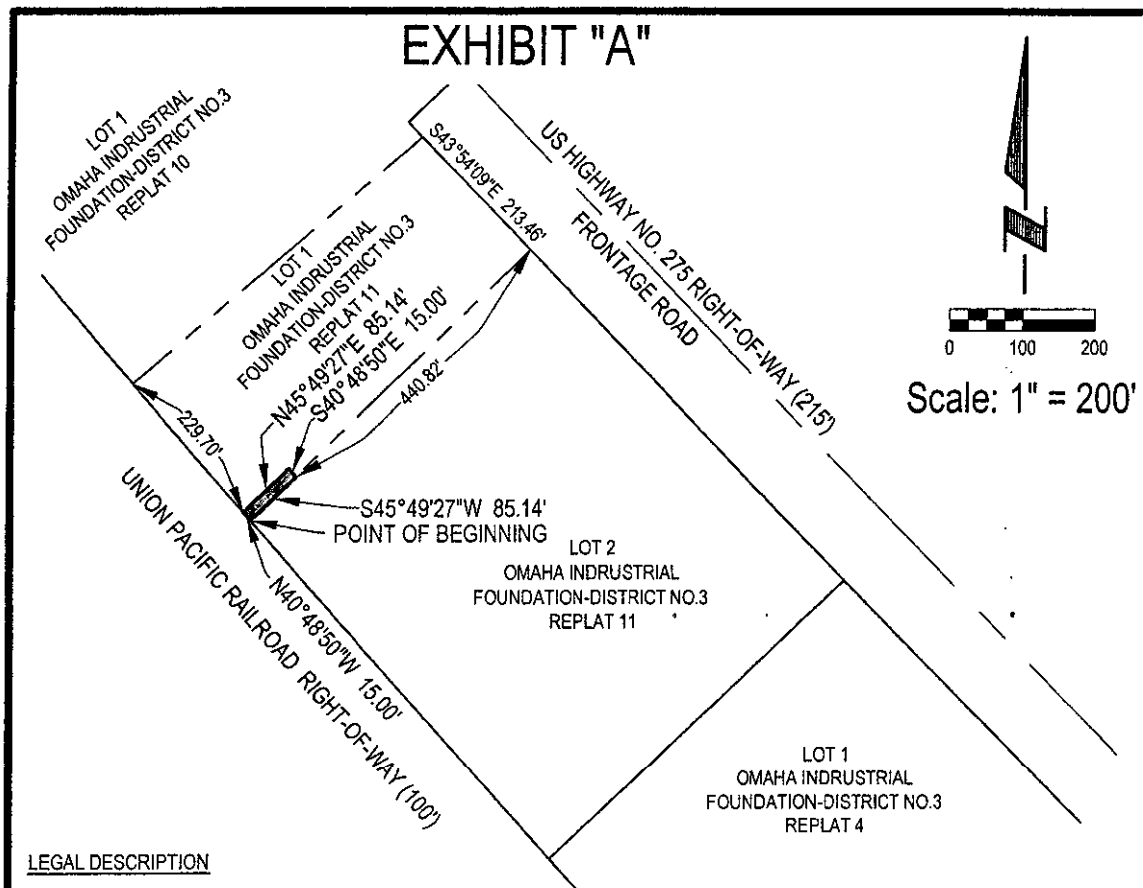
The foregoing instrument was acknowledged before me, a Notary Public, this
2 day of April, 2007, by Ray Trimble, Manager of Fleetwood-101,
LLC. may



Elizabeth A. Bucklin
Notary Public

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EXHIBIT "A"



LEGAL DESCRIPTION

AN INGRESS AND EGRESS EASEMENT LOCATED IN LOT 1, OMAHA INDUSTRIAL FOUNDATION - DISTRICT NO. 3 REPLAT 11, A SUBDIVISION LOCATED IN THE NE1/4 OF SECTION 1, AND ALSO THE NW1/4 OF SAID SECTION 1; ALL LOCATED IN TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY CORNER OF SAID LOT 1, OMAHA INDUSTRIAL FOUNDATION - DISTRICT NO. 3 REPLAT 11, SAID POINT ALSO BEING THE WESTERLY CORNER OF LOT 2, SAID OMAHA INDUSTRIAL FOUNDATION - DISTRICT NO. 3 REPLAT 11, SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE N40°48'50"W (ASSUMED BEARING) ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, OMAHA INDUSTRIAL FOUNDATION - DISTRICT NO. 3 REPLAT 11, SAID LINE ALSO BEING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, A DISTANCE OF 15.00 FEET; THENCE N45°49'27"E, A DISTANCE OF 85.14 FEET; THENCE S40°48'50"E, A DISTANCE OF 15.00 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 1, OMAHA INDUSTRIAL FOUNDATION - DISTRICT NO. 3 REPLAT 11, SAID LINE ALSO BEING THE NORTHWESTERLY LINE OF SAID LOT 2, OMAHA INDUSTRIAL FOUNDATION - DISTRICT NO. 3 REPLAT 11; THENCE S45°49'27"W ALONG SAID SOUTHEASTERLY LINE OF LOT 1, OMAHA INDUSTRIAL FOUNDATION - DISTRICT NO. 3 REPLAT 11, SAID LINE ALSO BEING SAID NORTHWESTERLY LINE OF LOT 2, OMAHA INDUSTRIAL FOUNDATION - DISTRICT NO. 3 REPLAT 11, A DISTANCE OF 85.14 FEET TO THE POINT OF BEGINNING.

SAID INGRESS AND EGRESS EASEMENT CONTAINS AN AREA OF 1,275 SQUARE FEET OR 0.029 ACRES, MORE OR LESS.



E&A CONSULTING GROUP, INC.
 ENGINEERING • PLANNING • FIELD SERVICES
 330 NORTH 117TH STREET OMAHA, NE 68154 PHONE (402) 895-4700

INGRESS AND EGRESS EASEMENT
 LOT 1, OMAHA INDUSTRIAL FOUNDATION- DISTRICT
 NO. 3 REPLAT 11
 DOUGLAS COUNTY, NEBRASKA

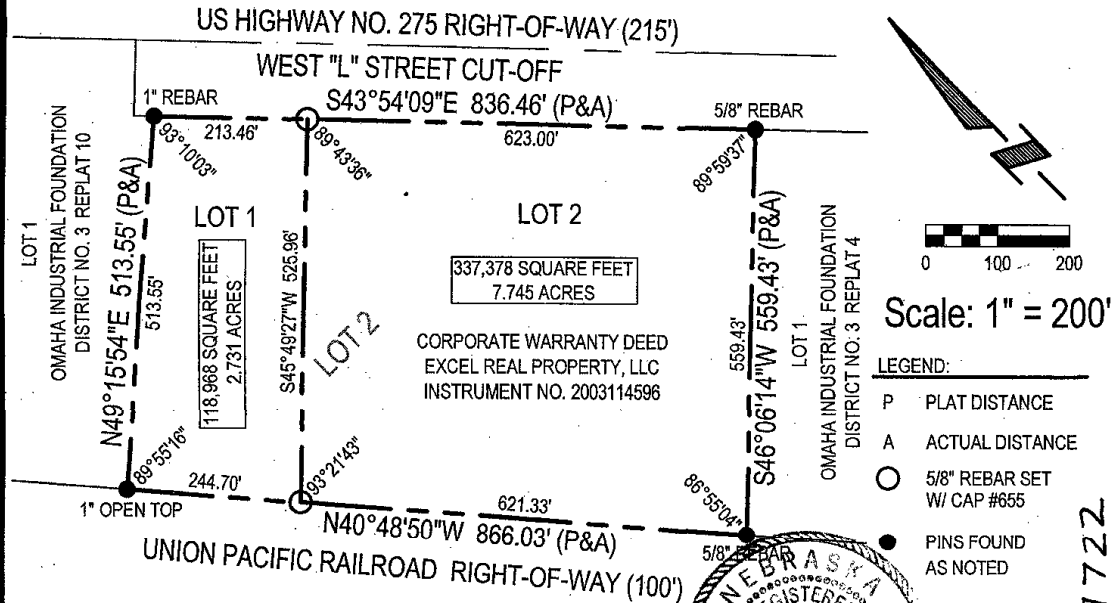
Drawn by: FCE Chkd by: WAC 4-19-07 Chkd by: _____
 Job No.: P2006.455.001 Date: 04/12/07 Book No.: XXXXXX

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 5-1-07

CITY OF OMAHA, NEBRASKA
ADMINISTRATIVE SUBDIVISION

(include a diagram of the plat, legal description and legend)

LOTS 1 AND 2, OMAHA INDUSTRIAL FOUNDATION - DISTRICT NO. 3 REPLAT 11
BEING A REPLAT OF LOT 2, OMAHA INDUSTRIAL FOUNDATION - DISTRICT NO. 3 REPLAT 10, A SUBDIVISION
LOCATED IN THE NW1/4 OF SECTION 1, TOWNSHIP 14 NORTH, RANGE 11 EAST OF THE 6th P.M., DOUGLAS
COUNTY, NEBRASKA. OPPD, QWEST AND CABLE EASEMENTS ALONG LOT LINES AS SHOWN OR NOTED IN
PLAT DEDICATION OF PLAT AS RECORDED IN INSTRUMENT NO. 2003226654

SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed and placed permanent markers
at all corners of all lots being platted.

OWNER'S CERTIFICATION

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned are owner's of the property as described in the surveyor's
certificate and embraced within this plat, and have caused said land to be subdivided into lots as shown on this plat.

Owner:
EXCEL REAL PROPERTY, LLC
By: SHYAMSUNDER SOMANI, President

4-19-07
Date

Owner

Date

ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
County of Douglas) SS

On this 19th day of April, 2007 before me, the undersigned, a Notary Public, in and for said County, personally appeared
Shyamsunder Somani, President of "EXCEL REAL PROPERTY, LLC" who is personally known to me to be identical
person whose name is affixed to the foregoing instrument and they acknowledged the signing of the same to be their voluntary act
and deed as such officer of said corporation.

COUNTY TREASURER'S CERTIFICATION

This is to certify that I find no regular or special taxes due or delinquent against the property as described in the surveyor's certificate
and as shown by the records of this office.

PLANNING DIRECTOR'S APPROVAL

Approved as a subdivision of not more than two (2) lots, parcels or tracts, with plat requirements waived per Section 7.08 Home
Rule Charter of the City of Omaha, 1956. This subdivision approval is void unless this plat is filed and recorded with the County
Register of Deeds within thirty (30) days of this date.

Planning Director

Date



E&A CONSULTING GROUP, INC.
ENGINEERING • PLANNING • FIELD SERVICES
330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 695-4700

Drawn by: FCE Chkd by: wnc 4-13-07 Chkd by:

Job No.: P2006.455.001 Date: 4/11/07 Book No.: 1886 Page No.: 32

ADMINISTRATIVE
SUBDIVISION

RECORDED 4/30/07 INST# 2007047722