

RECORDED September 13, 2010 AT 2:40AM.

BOOK 558 PAGE(S) 838-845

Karen A. Madsen

REGISTER OF DEEDS

Recorded	_____ / _____
General	_____ / _____
Numerical	_____
Photostat	_____
Proofed	_____
Scanned	_____

2010 SEP 13 PM 2:40

KAREN A. MADSEN
WASHINGTON COUNTY
REGISTER OF DEEDS
BLAIR, NE

PREPARED BY AND UPON
RECORDING RETURN TO:
ERIN O'GARA, ESQ.
KUTAK ROCK LLP
1650 FARNAM STREET
OMAHA, NE 68102-2186

Blair, NE
Store No. 4568-00

STORM SEWER EASEMENT

THIS STORM SEWER EASEMENT (this "Easement") is made as of this 13th day of September, 2010, by **HAYDEN PLACE DEVELOPMENT, LLC**, a Nebraska limited liability company (together with its successors and assigns, "Grantor") in favor of the **CITY OF BLAIR**, a Nebraska municipality (together with its successors and assigns, "Grantee").

PRELIMINARY STATEMENTS

Grantor is the fee simple owner of certain real property legally described in Exhibit A attached hereto and incorporated herein (the "Grantor Property"). Grantor has constructed certain storm sewer improvements (the "Improvements") within the Easement Area, which were publicly dedicated and accepted by the City. Grantor desires to grant to Grantee a non-exclusive, perpetual easement to enter onto, under and/or cross over that portion of the Grantor Property described as the "Storm Sewer Easement" in Exhibit B attached hereto and incorporated herein (the "Easement Area") to use and inspect the Improvements located upon the Easement Area, subject to the terms and conditions of this Easement.

AGREEMENT

For and in consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Easement.** Subject to any restrictions, easements or other matters of record, Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive, perpetual easement to enter upon the Easement Area to use, inspect and maintain the Improvements, subject to the terms of this Easement. Grantee shall, at its sole cost and expense, repair, replace and maintain the Improvements in good working order and condition and in compliance with all applicable laws and regulations. Grantee shall, at its own cost and expense, repair and restore any damage to the Easement Area that results from the exercise of its rights hereunder, including without limitation the repair and replacement of pavement, lighting, signage, irrigation systems and landscaping to the same or better condition. Grantor shall not construct any buildings or other structures within the Easement Area; provided, however, that Grantor may install hard surface driveways, parking areas, sidewalks, landscaping, grass, guide rail, sod, storm sewer and underground and above ground utilities that do not interfere with the Improvements within the Easement Area. Grantor shall have the right at its sole option and expense to relocate the Improvements

and the Easement Area upon the Grantor Property, provided Grantee's use of the Improvements and the Easement Area is not interrupted.

2. **Use of the Grantor Property.** Grantee covenants and agrees to use its best efforts to not interfere with or disturb Grantor's business operations on the Grantor Property while exercising its rights under this Easement, including without limitation, using its best efforts to coordinate schedules with Grantor before performing any work to the Easement Area or Improvements to provide minimum disruption to Grantor's business operations.

3. **Indemnity.** Grantee covenants and agrees that Grantee shall introduce no substance into the stormwater or any other substance which enters the Easement Area which would violate the requirements of applicable law, including without limitation, the requirements of the Federal Water Pollution Control Act (33 U.S.C. § 1251, et seq.) and the Nebraska Environmental Protection Act (N.R.S. § 81-1501, et seq.), each as amended. Grantee and, by use of this Easement, each successor and assign of Grantee, hereby indemnifies and agrees to protect and defend Grantor and each successor and assign of Grantor, from and against any and all loss, cost, damage or expense (including, without limitation, fines, penalties and liability arising in strict liability) arising out of the introduction by Grantee or its successors or assigns of any substance into the stormwater or other substance which enters the Easement Area in violation of the requirements of applicable law as aforesaid.

4. **Binding Upon Property.** The easements, rights and obligations created pursuant to this Easement shall be appurtenant to and run with and be binding upon the real properties herein identified, including future subdivisions and/or reconfigurations of such properties, and shall be binding on all entities having or acquiring any right, title or interest in such properties and shall inure to the benefit of each owner, tenant, subtenant, employee or invitee thereof.

5. **No Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public, or for any public use, or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Easement.

6. **Title.** Grantor confirms with Grantee that Grantor is seized in fee of the Easement Area.

Blair, NE
Store No. 4568-00

IN WITNESS WHEREOF, the parties have caused the authorized execution of this Easement, the day and year first above written.

Grantor:

HAYDEN PLACE DEVELOPMENT, LLC, a
Nebraska limited liability company

By: Mary Berg
Name: Mary Berg
Its: Managing member

STATE OF Nebraska)
COUNTY OF Washington) ss.

The foregoing instrument was acknowledged before me this 13th day of September, 2010 by Mary Berg, Managing Member of Hayden Place Development, LLC, a Nebraska limited liability company, on behalf of the limited liability company.



Randy W. Lock
Notary Public

My Commission Expires:
8-18-2014

GRANTEE:

CITY OF BLAIR, a Nebraska municipality

By [Signature]
Printed Name James Kealph
Its Mayor

STATE OF Nebraska)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 13 day of September, 2010 by James Kealph, the Mayor of City of Blair, a Nebraska municipality, on behalf of the municipality.

[Signature]
Notary Public

My Commission Expires:
June 20, 2012



EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR PROPERTY

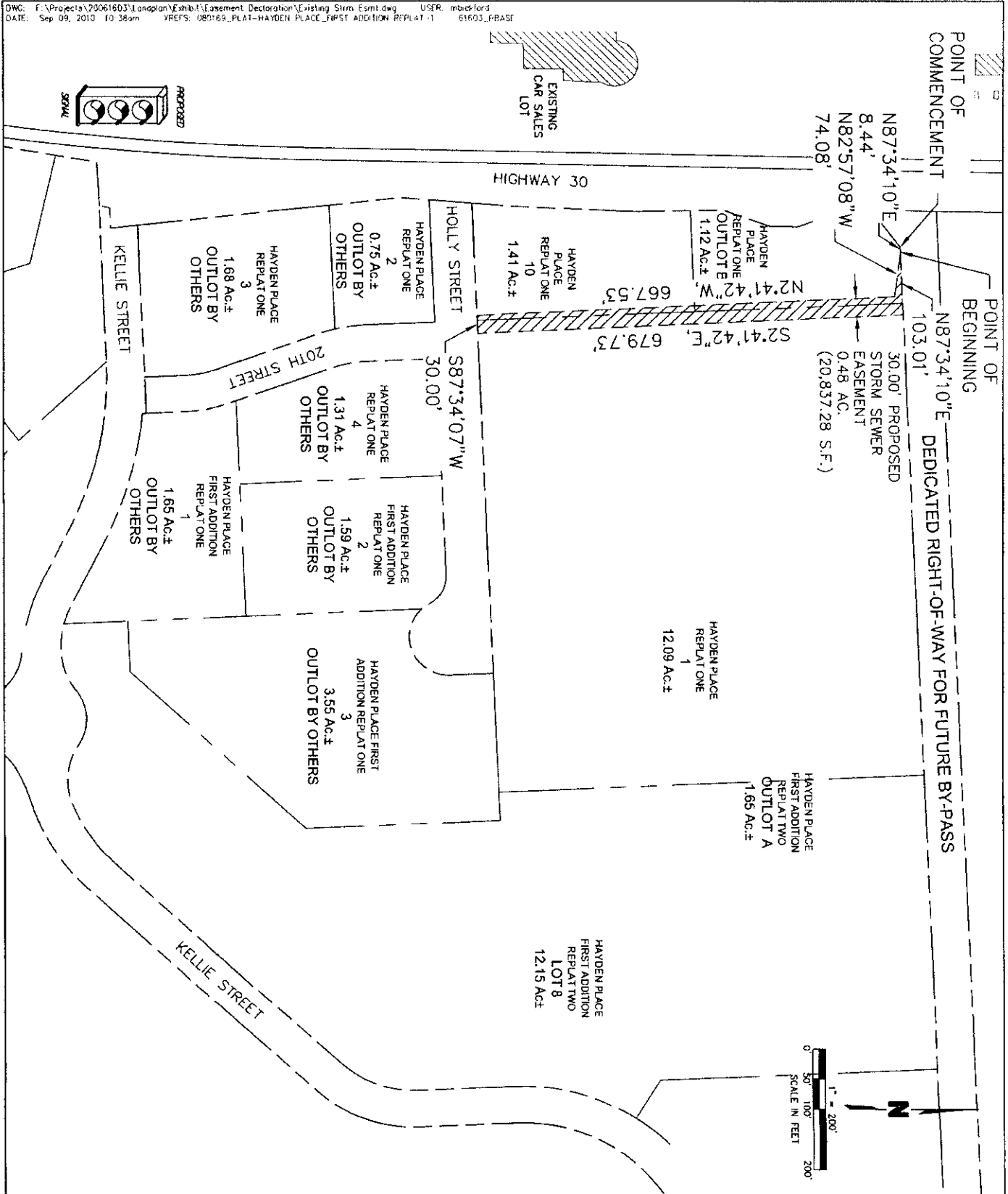
Lot 1, Lot 10 and Outlot B, Hayden Place Replat One, Outlot A, Hayden Place First Addition Replat Two, City of Blair, Washington County, Nebraska


EXHIBIT B

DEPICTION AND LEGAL DESCRIPTION OF EASEMENT AREA

See Exhibit B-1 and B-2

DWG: F:\Projects\20061603\Landplan\Exhibit\Exemption Declaration\Existing Storm Esmt.dwg USER: mbeckford
DATE: Sep 09, 2010 10:38am XREFS: 080169_PLAT-HAYDEN PLACE_FIRST ADDITION REPLAT-1 61603_PHASE



PROJECT NO: 006-1603	EXHIBIT B-1 STORM SEWER EASEMENT	 OLSSON ASSOCIATES 2111 South 67th Street Suite 200 Omaha, NE 68106 TEL 402.341.1116 FAX 402.341.5895
DRAWN BY: MDB		
DATE: 7/21/2010		

DWG: F:\Projects\20061603\Landplan\Exhibit\Easement Declaration\Existing Strm Easmt.dwg USER: mbickford
 DATE: Sep 10, 2010 4:56pm XREFS: 080189_PLAT-HAYDEN PLACE_FIRST ADDITION REPLAT-1 61603_PBA5F

A TRACT OF LAND COMPOSED OF A PORTION OF HAYDEN PLACE REPLAT ONE LOTS 1, 10, AND OUTLOT B, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF HAYDEN PLACE REPLAT ONE OUTLOT B, SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF THE FUTURE BLAIR BY-PASS, THENCE EASTERLY ALONG SAID RIGHT-OF-WAY ON AN ASSUMED BEARING OF N87°34'10"E, 8.44 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N87°34'10"E, 103.01 FEET TO A POINT ON THE NORTH LINE OF HAYDEN PLACE REPLAT ONE LOT 1; THENCE S02°41'42"E, 679.73 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1 AND THE NORTH RIGHT-OF-WAY LINE OF HOLLY STREET; THENCE WEST ALONG SAID RIGHT-OF-WAY LINE S87°34'07"W, 30.00 FEET TO A POINT ON THE SOUTH LINE OF HAYDEN PLACE REPLAT ONE LOT 10; THENCE N02°41'42"W, 667.53 FEET; THENCE N82°57'08"W, 74.08 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINS A CALCULATED AREA OF 0.48 ACRES (20,837.28 SQ. FT.) MORE OR LESS.

PROJECT NO: 006-1603
 DRAWN BY: MDB
 DATE: 9/9/2010

EXHIBIT B-2
STORM SEWER EASEMENT



2111 South 67th Street
 Suite 200
 Omaha, NE 68106
 TEL 402.341.1116
 FAX 402.341.5895