

MISC 2012104597



OCT 16 2012 13:24 P 3

Fee amount: 16.00
FB: OW-23578
COMP: SB

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
10/16/2012 13:24:16.00



2012104597

When recorded return to: Michael C. Carter, 11506 Nicholas St. #103, Omaha, NE 69854

STORM SEWER EASEMENT

THIS STORM SEWER EASEMENT ("Easement") is dated and granted as of October 12, 2012, by Mallard Landing, Inc., a Nebraska corporation ("Grantor") to City of Valley, Nebraska ("Grantee").

RECITALS

WHEREAS, Grantor owns real property located in the City of Valley, County of Douglas, State of Nebraska, known as:

Lot 98, Mallard Lake Phase 3, a subdivision in the City of Valley, Douglas County, Nebraska;

WHEREAS, Grantor desires to create an easement for Grantee to install and maintain a storm sewer line as described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Area"), commonly known as:

A strip of land 10.0 feet in width, being 10.0 feet on the South lot line to Lot 98, Mallard Lake Phase 3, a subdivision in the City of Valley, Douglas County, Nebraska.

EASEMENT

1. Grant. For valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee a non-exclusive easement, right and privilege for Grantee to install and maintain a storm sewer line in the Easement Area. The foregoing right and privilege is granted upon the express condition that the Grantee will assume liability for all damages to the above-described property caused by Grantee's failure to use due care in its exercise of the granted right.

2. Covenants of Title and Quiet Enjoyment. Grantor warrants that it has marketable fee simple title to Lot 98, subject to no encumbrances which will interfere with Grantee's use of Lot 98. Grantor shall defend, indemnify and hold Grantee harmless from all claims, losses, liabilities and expenses incurred by Grantee as a result of breach of the foregoing warranty.

3. Compliance with Law and Indemnification. Grantee covenants and agrees to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold Grantor harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and


judgments (including but not limited to costs and attorney's fees) arising out of or in any way related to Grantee's failure to maintain the storm sewer in a safe condition. Grantor and Grantee shall give prompt and timely notice of any claim made or suit or action commenced against Grantor which in any way would result in indemnification under this Easement.

4. Maintenance, Expenses and Taxes. Grantee covenants and agrees to maintain the storm sewer in good condition and repair. Any damage to driveways, access ways, sidewalks, walkways, exits, entrances, and other paved areas on Grantor's parcels due to the storm sewer or maintenance thereof, now and in the future, shall be restored to its prior condition at Grantee's sole cost and expense.

5. Non-Disturbance Agreement. At Grantee's request, Grantor shall provide a non-disturbance agreement in form and content reasonably acceptable to Grantee from any holder of a mortgage or other encumbrance affecting Lot 98.

6. Covenants Running with the Land. The easement, covenants and provisions contained in this Easement shall constitute covenants running with the land, and shall inure to the benefit of Grantee, and be binding upon Grantor and all future owners or possessors of all or any portion of Lot 98 and their respective heirs, successors and assigns, and any and all persons claiming under them.

**GRANTOR:
MALLARD LANDING, INC.,
A Nebraska Corporation**

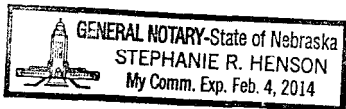



Conrad Muilenburg, Vice President

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

BEFORE ME the undersigned Notary Public in and for said county personally appeared **Conrad Muilenburg**, to me known, and whose signature affixed to the foregoing as **Vice President of Mallard Landing, Inc., a Nebraska corporation**, Grantor, and being first duly sworn acknowledged execution of the same to be his voluntary act and deed and the voluntary act and deed of said corporation.

Dated this 12th day of October, 2012.





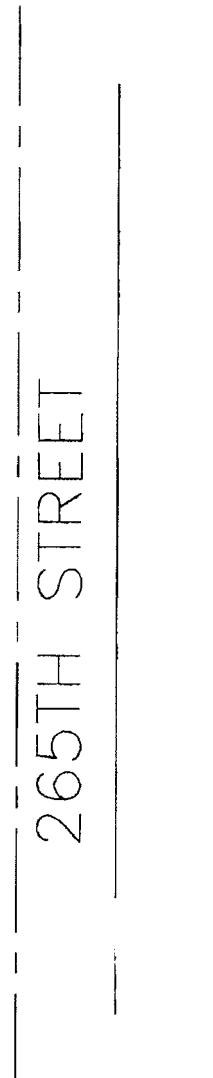
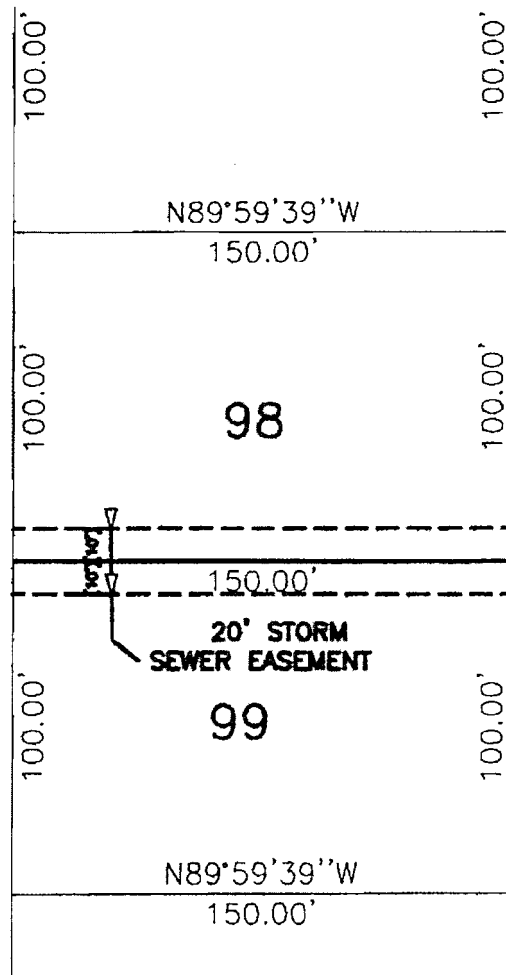
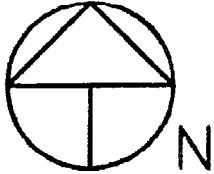
Notary Public

My Commission expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION:

A strip of land 20.0 feet in width, being 10.0 feet on either side of the lot line common to Lots 98 and 99, Mallard Lake Phase 3, a subdivision in the City of Valley, Douglas County, Nebraska



Scale 1" = 50'