



MISC 2015105112



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Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
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2015105112

**PERMANENT STORM SEWER
 AND DRAINAGE EASEMENT**

This Agreement is made this 14th day of November, 2015, by and among RYAN B BEACH and KYLEE M. BEACH (hereinafter referred to as "OWNER"), and the CITY OF VALLEY, NEBRASKA (hereinafter referred to as "CITY").

WHEREAS, OWNER is the owner of that certain real estate legally described as:

Lot 99, Mallard Lake Phase 3, a subdivision in the City of Valley, Douglas County, Nebraska (the "Real Estate");

WHEREAS, OWNER and the CITY desire to release the Storm Sewer Easement granted to the City by the instrument recorded in the Douglas County Register of Deed's office on October 16, 2012 as Instrument No. 2012104599 (the "2012 Easement"); and

WHEREAS, OWNER and the CITY desire that the City should have a permanent storm sewer and drainage easement as set forth herein;

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and for other good and valuable consideration, the parties agree as follows:

1. The City, for said City and on behalf of the public, does hereby release and vacate the 2012 Easement.

2. OWNER, hereinafter called "Grantors," hereby grant and convey to the CITY as Grantee, their successors and assigns forever, a permanent storm sewer and drainage easement over, across and through a seven foot wide strip of land running along the north property line of the Real Estate as shown on Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement") to survey, construct, grade, shape, maintain, and add to the storm sewer and any and all appurtenances over, upon, above, along, under, in/across said Easement.

3. The CITY shall have the right of ingress and egress across the Grantors' property for any purpose hereinbefore granted. Such ingress and egress shall be exercised in a reasonable manner.

4. This easement shall include the perpetual right of access to, and the entering upon, said real estate, at any time that the CITY may see fit, and to construct, inspect, maintain, repair, patrol and regulate for the purposes of storm drainage (the "improvements"), together with the right to excavate and refill ditches and/or trenches for the location of said improvements and exclusive right to remove trees, bushes, undergrowth and other obstructions and control vegetation interfering with the location, construction and maintenance of said improvements and appurtenances.

5. The CITY shall properly and promptly refill any excavations made on said premises after the purpose of said improvements has been fulfilled and shall leave the premises in the same general condition as it was in before said CITY entered upon the premises. If any fences or existing structures are moved for the

return =
 City of Valley PO Box 682 Valley, NE 68064
 402-359-2251

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

State of Nebraska - General Notary
SHAWN M. ISOM
My Commission Expires
March 5, 2018

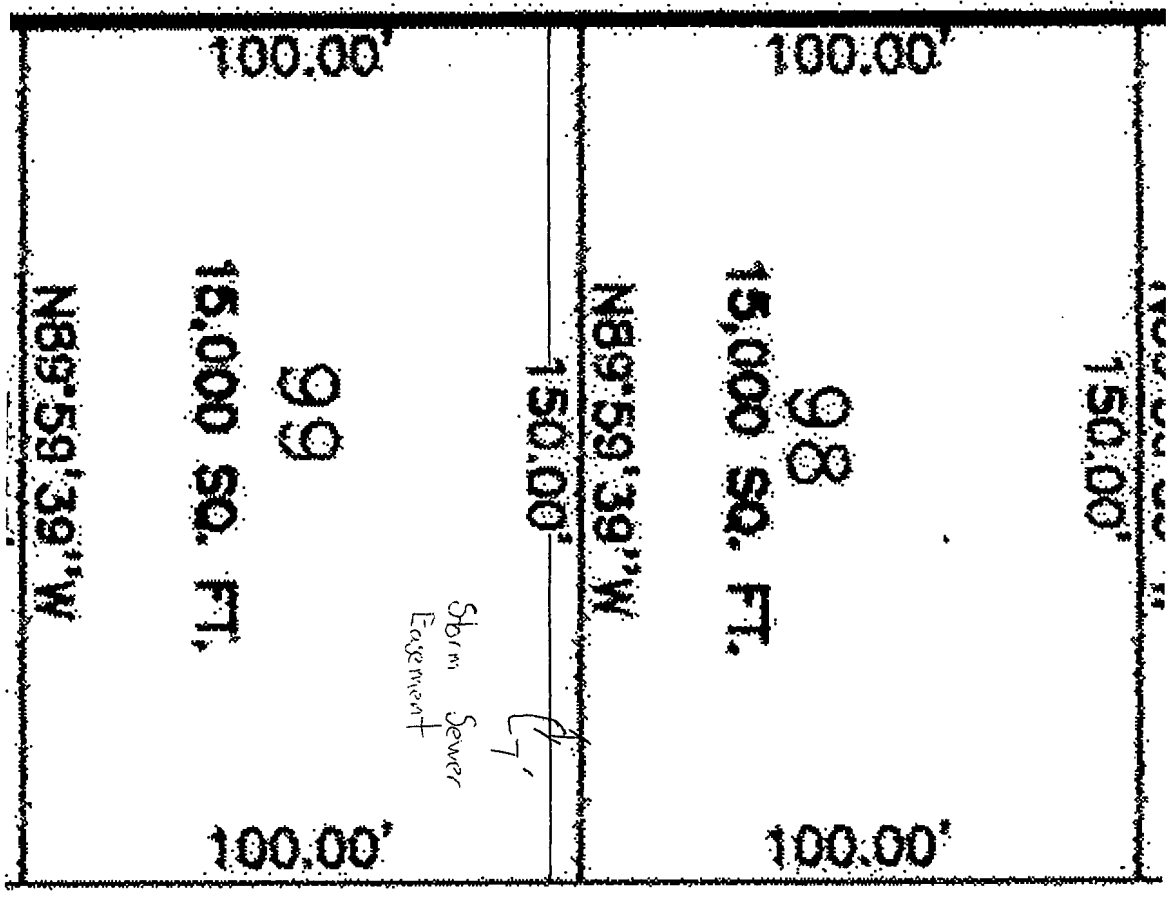
The foregoing instrument was acknowledged before me on this 19th day of November, 2015, by Carroll Smith, Mayor of and for the City of Valley, NE.



Notary Public

EXHIBIT "A"

A 7 FOOT STORM SEWER
EASEMENT AS SHOWN BELOW



265th Street

60 feet Right-of-Way