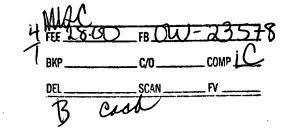


MISC

2015105112



DEC 15 2015 11:42 P 4





PERMANENT STORM SEWER AND DRAINAGE EASEMENT

This Agreement is made this in day of hour ber, 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

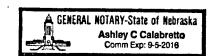
City of Valley Ra Box 682 Valley, NE 68064 402-359-2251

- purpose of excavating and maintaining, said improvements, said items shall be promptly replaced by the CITY upon completion of the work requiring such removal. The CITY shall reimburse OWNER for any damages to OWNER'S crops caused by entering the premises or caused by excavating and repairing the improvements.
- OWNER agrees that it will not place any permanent structures, other than a fence, upon or over said easement which may impair said improvements without first obtaining the written consent of the CITY, which shall not be unreasonably withheld.
- OWNER covenants with the CITY that it is lawfully seized and possessed of the Real Estate and that OWNER has good and lawful right to convey the Easement granted herein.
- All provisions of this Agreement shall inure to the benefit of and be binding upon and applicable to the successors, personal representatives, heirs and assignees of the parties hereto and shall run with the land.

ALLEY.

IN WITNESS WHEREOF NEBRASKA, GRANTEE have ex	F, RYAN B BEACH ecuted this instrun	l and KYLEE M. BEACH, Onent effective the day of	WNER and the CITY OF VA of <u>WWem Ix</u> , 2015.
OWNER: RYAN B. BEACH	3	By: Carroll Smith	Smith,
KYLEE M. BEACH	ach		
STATE OF NEBRASKA COUNTY OF DOUGLAS)) ss.)		
The foregoing instru N <u>WMW</u> , 2015, by Ry	ument was ack an B. Beach.	knowledged before m	e on this <u> 🎾</u> day of
	<u> Buu</u>	Notary Public	
STATE OF NEBRASKA)) ss.	GENERAL NOTARY-State of Nebraska Ashley C Calabretto]
COUNTY OF DOUGLAS)	Comm Exp: 9-5-2016	1
The few walnes in a few		حد حمامه ما اممامه ما در	an this 1011h day of

The foregoing instrument was acknowledged before me on this <u>[인민</u> day of Noumbux, 2015, by Kylee M. Beach.



STATE OF NEBRASKA)	State of Nebraska - General No tar: Sh awn M. Isom My Commission Expires
COUNTY OF DOUGLAS) SS.)	March 5, 2018

The foregoing instrument was acknowledged before me on this 19th day of 1000mber, 2015, by Carroll Smith, Mayor of and for the City of Valley, NE.

Notary Public

The state of the s	100.00		100.00			
W.,62,69.69N	V _i &	N88.20.00.	15,000 98 98. FI	150.00		
	100.00	Sower	100.00*			

	265 th Street									
****	**************************************	4000465	#Endoutries/julystrationing		(ċcł			پنينو		45/19
				00	(ω.		1			