

2002 0590
STATE OF NEBRASKA COUNTY OF WASHINGTON)SS
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 25th DAY OF January A.D. 2002
AT 10:26 O'CLOCK A M AND RECORDED IN BOOK
356 AT PAGE 249-250
COUNTY CLERK Charlotte L. Petersen
DEPUTY Ronald Madsen
Recorded _____
General _____
Numerical _____
Photostat _____
Prootec _____

356 -
249

Pat.

FILED

02 JAN 25 AM 10:26

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY, CLERK
BLAIR, NEBR.

GRANT OF EASEMENT

PERMANENT DRAINAGE AND STORM SEWER EASEMENT

This Grant of Easement made this 25th day of JANUARY, 2002, between Ronald D. + Janet H. Kreie hereinafter referred to as "Grantor", in favor of Ronald D. + Janet H. Kreie, hereinafter referred to as "Grantee" and its successors and assigns.

THAT, said Grantor in consideration of the sum of Two dollars (\$ 2.00), and other valuable consideration, the following grants and agreements are made:

1. Grantor does hereby grant and confirm unto Grantee and its successors and assigns, the right to use the parcel of land described as follows, to-wit:

SEE ATTACHED EXHIBIT "A"

2. Grantor does hereby grant and confirm unto Grantee, its successors and assigns, together with the right of ingress and egress from said premises for the purpose of constructing (including grading), inspecting and maintaining or operating storm sewers and associated surface drainageways at the will of the Grantee.

3. That no grading, fill or fill material, embankment work, buildings, improvements, or other structures shall be placed in, on, over or across said easement strip by Grantor, his successors and assigns, without express approval of the Grantee. Improvements which may be approved by Grantee include landscaping, grading, channel cleaning, and vegetation removal. These improvements and any trees, grass or shrubbery placed on said easement shall be maintained by Grantor, his successors or assigns.

4. Grantee shall cause any disturbance of grade made on said easement to be properly refilled and shall cause the premises to be left in a neat and orderly condition. This easement is also for the benefit of any contractor, agent, employee or representative of the Grantee and any of said construction work.

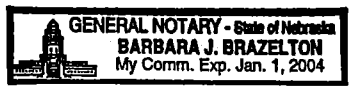
5. That said Grantor for himself and his successors and assigns, do confirm with the Grantee and its assigns, that he the Grantor is well seized in fee of the above-described property and that he has the right to grant and convey this easement in the manner and form aforesaid, and that he will, and his successors and assigns, shall warrant and defend this easement to Grantee and its assigns against the lawful claims and demands of all persons. This easement runs with the land.

6. That this instrument contains the entire agreement of the parties; that there are no other different agreements or understandings between the Grantor and the Grantee or its agents; and that the Grantor, in executing and delivering this instrument, has not relied upon any promises, inducements or representations of the Grantee or its agents or employees except as are set forth herein.

IN WITNESS WHEREOF, said Grantor has executed this easement on the date first written above.

Ronald D. Kreie Janet H. Kreie
GRANTOR

STATE OF NEBRASKA)
)SS
COUNTY OF WASHINGTON)



On this 25th day of JANUARY, 2002, before me, a Notary Public in and for said County and State, personally appeared Ronald D. + Janet H. Kreie, who executed the above and foregoing easement acknowledged the execution thereof to be their voluntary act and deed.

Barbara J. Brazelton
NOTARY PUBLIC

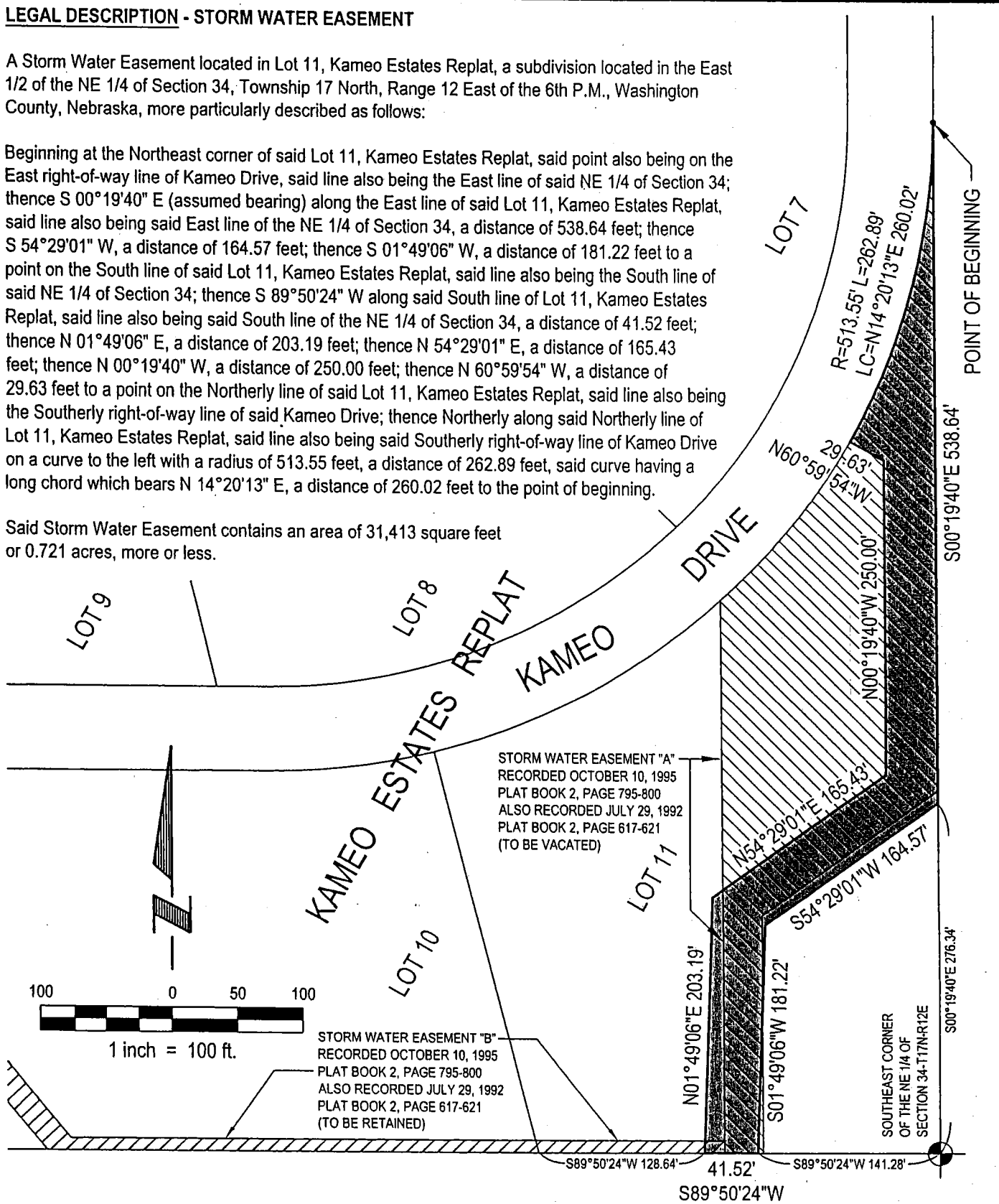
My Commission expires 1-1-04

LEGAL DESCRIPTION - STORM WATER EASEMENT

A Storm Water Easement located in Lot 11, Kameo Estates Replat, a subdivision located in the East 1/2 of the NE 1/4 of Section 34, Township 17 North, Range 12 East of the 6th P.M., Washington County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of said Lot 11, Kameo Estates Replat, said point also being on the East right-of-way line of Kameo Drive, said line also being the East line of said NE 1/4 of Section 34; thence S 00°19'40" E (assumed bearing) along the East line of said Lot 11, Kameo Estates Replat, said line also being said East line of the NE 1/4 of Section 34, a distance of 538.64 feet; thence S 54°29'01" W, a distance of 164.57 feet; thence S 01°49'06" W, a distance of 181.22 feet to a point on the South line of said Lot 11, Kameo Estates Replat, said line also being the South line of said NE 1/4 of Section 34; thence S 89°50'24" W along said South line of Lot 11, Kameo Estates Replat, said line also being said South line of the NE 1/4 of Section 34, a distance of 41.52 feet; thence N 01°49'06" E, a distance of 203.19 feet; thence N 54°29'01" E, a distance of 165.43 feet; thence N 00°19'40" W, a distance of 250.00 feet; thence N 60°59'54" W, a distance of 29.63 feet to a point on the Northerly line of said Lot 11, Kameo Estates Replat, said line also being the Southerly right-of-way line of said Kameo Drive; thence Northerly along said Northerly line of Lot 11, Kameo Estates Replat, said line also being said Southerly right-of-way line of Kameo Drive on a curve to the left with a radius of 513.55 feet, a distance of 262.89 feet, said curve having a long chord which bears N 14°20'13" E, a distance of 260.02 feet to the point of beginning.

Said Storm Water Easement contains an area of 31,413 square feet or 0.721 acres, more or less.



E&A CONSULTING GROUP, INC.
ENGINEERS • PLANNERS • SURVEYORS
12001 Q STREET OMAHA, NE 68137 PHONE: (402) 895-4700

DRAWN BY: J.A.F. CHECKED BY: _____ DATE: 12-12-2001

JOB No.: 2001228.01

EXHIBIT "A"
EASEMENT DRAWING