

FILED SARDY CO. NE.  
INSTRUMENT NUMBER  
2008 - 24643

2008 AUG 29 A 11:24

*Sandy Hough*  
REGISTER OF DEEDS

COUNTER ah C.E. ah  
VERIFY ah ah  
PROOF \_\_\_\_\_  
FEES \$ 26.50  
CHECK # \_\_\_\_\_  
CHG EVA CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

**EASEMENT FOR GAS LINES AND APPURTENANCES**

THIS EASEMENT, made and entered into this 29<sup>th</sup> day of August, 2008, by and between GEORGE L. VENTRECHER & FRANK H. KULIG, "GRANTOR", and Black Hills/Nebraska Gas Utility Company, LLC, a Delaware limited liability company, d/b/a Black Hills Energy "GRANTEE".

After recording mail to: **Black Hills Energy**  
**1815 Capitol Avenue**  
**Omaha, NE 68102**  
**Attn: Sandy Hough**

KNOW ALL MEN BY THESE PRESENTS: That the "GRANTOR", in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and perpetual easement to enter upon the lands of Grantor to survey, construct, operate, patrol, inspect, maintain, alter, add wires, cables, conduits, and pipes, repair, rebuild and remove, on, under and over said lands and in and upon all streets, roadways or highways abutting said lands, now or at any future time, ~~lines~~ for the transmission and distribution of gas and all appurtenances and appliances necessary in connection therewith including, but not limited to, an above ground regulator station and valves, together with the right of ingress and egress to and from the said lines of Grantee over the lands of Grantor so that Grantee may go to and from said lines from the public roads adjacent to Grantor's lands, which said lands of Grantor, situate in the County of Sarpy, in the State of Nebraska further described on Exhibit A attached hereto and incorporated herein by this reference.

Grantee may erect and use gates in all fences which cross or which shall hereinafter cross the route of said lines. Grantee is given the right to trim, cut and clear away any trees, limbs and brush on or adjacent to the above described easement whenever, in its judgment, such will interfere with or endanger the construction, operation or maintenance of said lines. In exercising its rights of ingress and egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused thereby.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to cultivate, use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no building shall be constructed on the easement without written permission from Grantee. In addition, the granting of any subsequent easements to third parties that either cross Grantee's gas lines or are situated within five feet of Grantee's gas lines shall require written permission from Grantee.

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Grantee, its successors and assigns, agrees to pay for any damage caused to land, growing crops, fences, livestock or other personal property of Grantor from the construction, operation or maintenance of said lines.

Title to said lines shall be and remain in said Grantee.

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, licensees, successors or assigns forever. This easement shall run with the land and shall be binding upon Grantor and Grantor's heirs, personal representatives, successors and assigns. Grantor hereby covenants that Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easement of record.

IN WITNESS WHEREOF, the said GRANTOR has executed this easement the day and year first above written.

GRANTOR: George W. Venteicher and Frank H. Kulig

George W. Venteicher  
George W. Venteicher

Frank H. Kulig  
Frank H. Kulig

STATE OF NEBRASKA )

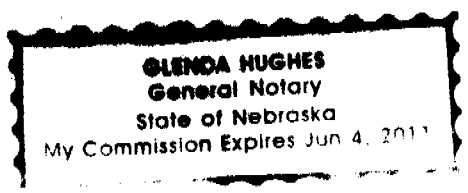
)ss:  
COUNTY OF Douglas )

On this ~~27~~ day of August, 2008, before me personally appeared George Venteicher <sup>Frank Kulig</sup> me personally known or provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same voluntarily.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

Glenda Hughes  
Print Name Glenda Hughes  
Notary Public in and for said County and State

My commission expires 6/4/11



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### EXHIBIT "A"

3

S64°51'35"E 14.16'

PORTAL ROAD

R=43.82' L=56.13'  
LC=N11°23'19"W 52.37'

R=49.16' L=50.10'  
LC=S03°31'37"E 47.96'

LOT 3, PORTAL PLAZA SOUTH

N25°08'06"E 287.28'  
S25°08'06"W 288.30'

GEORGE W. VENTEICHER AND  
FRANK H. KULIG  
WARRANTY DEED  
INSTRUMENT NO. 2008-05991

LOT 1, PORTAL  
PLAZA SOUTH  
REPLAT ONE

R=76.00' L=82.16'  
LC=N05°50'11"W 78.22'

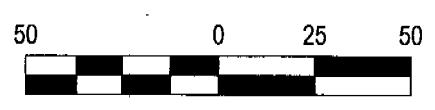
WEST  
PAPILLION  
CREEK

R=70.00' L=72.44'  
LC=S04°30'38"E 69.25'

POINT OF  
BEGINNING

S25°07'55"W 5.86'  
N25°07'55"E 3.09'

COMMENCING POINT



1 inch = 50 ft.

SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION

*RUE*

	<b>E&amp;A CONSULTING GROUP, INC.</b>	
	ENGINEERING • PLANNING • FIELD SERVICES 330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-4700	

Drawn by: EAS.	Chkd by: <u>JAF 8/21/08</u>	Chkd by: _____
Job No.: P1999.175.018	Date: 08/20/08	SHEET 1 OF 2

# PERMANENT GAS MAIN EASEMENT

24643

2008 24643 C

# EXHIBIT "A"

## LEGAL DESCRIPTION

A PERMANENT GAS MAIN EASEMENT LOCATED IN LOT 3, PORTAL PLAZA SOUTH, A SUBDIVISION LOCATED IN SECTION 21, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3, PORTAL PLAZA SOUTH, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 1, PORTAL PLAZA SOUTH REPLAT ONE, A SUBDIVISION LOCATED IN THE NW1/4 OF SAID SECTION 21, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF THE PAPIO-MISSOURI RIVER NATURAL RESOURCES DISTRICT PROPERTY; THENCE N25°07'55"E (ASSUMED BEARING) ALONG THE EAST LINE OF SAID LOT 3, PORTAL PLAZA SOUTH, SAID LINE ALSO BEING THE WEST LINE OF SAID LOT 1, PORTAL PLAZA SOUTH REPLAT ONE, A DISTANCE OF 3.09 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 76.00 FEET, A DISTANCE OF 82.16 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N05°50'11"W, A DISTANCE OF 78.22 FEET; THENCE N25°08'06"E, A DISTANCE OF 287.28 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 43.82 FEET, A DISTANCE OF 56.13 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N11°23'19"W, A DISTANCE OF 52.37 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 3, PORTAL PLAZA SOUTH, SAID LINE ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF PORTAL ROAD; THENCE S64°51'35"E, ALONG SAID NORTH LINE OF LOT 3, PORTAL PLAZA SOUTH, SAID LINE ALSO BEING SAID SOUTHERLY RIGHT-OF-WAY LINE OF PORTAL ROAD, A DISTANCE OF 14.16 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 49.16 FEET, A DISTANCE OF 50.10 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S03°31'37"E, A DISTANCE OF 47.96 FEET; THENCE S25°08'06"W, A DISTANCE OF 288.30 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 70.00 FEET, A DISTANCE OF 72.44 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N04°30'38"E, A DISTANCE OF 69.25 FEET TO A POINT ON SAID EAST LINE OF LOT 3, PORTAL PLAZA SOUTH, SAID LINE ALSO BEING SAID WEST LINE OF LOT 1, PORTAL PLAZA SOUTH REPLAT ONE; THENCE S25°07'55"W, ALONG SAID EAST LINE OF LOT 3, PORTAL PLAZA SOUTH, SAID LINE ALSO BEING SAID WEST LINE OF LOT 1, PORTAL PLAZA SOUTH REPLAT ONE, A DISTANCE OF 5.86 FEET TO THE POINT OF BEGINNING.

SAID PERMANENT GAS MAIN EASEMENT CONTAINS AN AREA OF 2,469 SQUARE FEET OR 0.057 ACRES, MORE OR LESS.

SEE SHEET 1 OF 2 FOR DRAWING



**E&A CONSULTING GROUP, INC.**

ENGINEERING • PLANNING • FIELD SERVICES

330 NORTH 117TH STREET OMAHA, NE 68154 PHONE: (402) 895-4700

Drawn by: EAS

Chkd by: JAF 8/21/08

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SHEET 2 OF 2

# PERMANENT GAS MAIN EASEMENT