

COUNTER	PM	C.E.	<i>RB</i>
VERIFY	PM	D.E.	<i>RB</i>
PROOF	<i>LM</i>		
FEE \$	16.00		
CHECK #			
CHG	SFILE	CASH	
REFUND		CREDIT	
SHORT		NCR	

FILED SARPY CO. NE.
 INSTRUMENT NUMBER
 2010-01034
 2010 Jan 13 08:40:07 AM
Sheryl J. Dowling
 REGISTER OF DEEDS

EASEMENT FOR GAS LINES AND APPURTENANCES

THIS EASEMENT, made and entered into this 12th day of January, 2010, by and between **Robert S. Masters Estate "GRANTOR"**, and **Black Hills/Nebraska Gas Utility Company, LLC d/b/a Black Hills Energy "GRANTEE"**.

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 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 aboveground valve settings or district regulator stations, 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 Saunders, in the State of Nebraska further described below and depicted on the attached Exhibit A, and by this reference made a part hereof.

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.

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.

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 represents, warrants and covenants that Grantor is the sole owner(s) of the above-described land, subject to existing liens and right-of-way easement of record and has all rights to grant this easement.

GRANTOR

The Robert S. Masters Estate

By: Clayton Byam,
Clayton Byam, Personal Representative

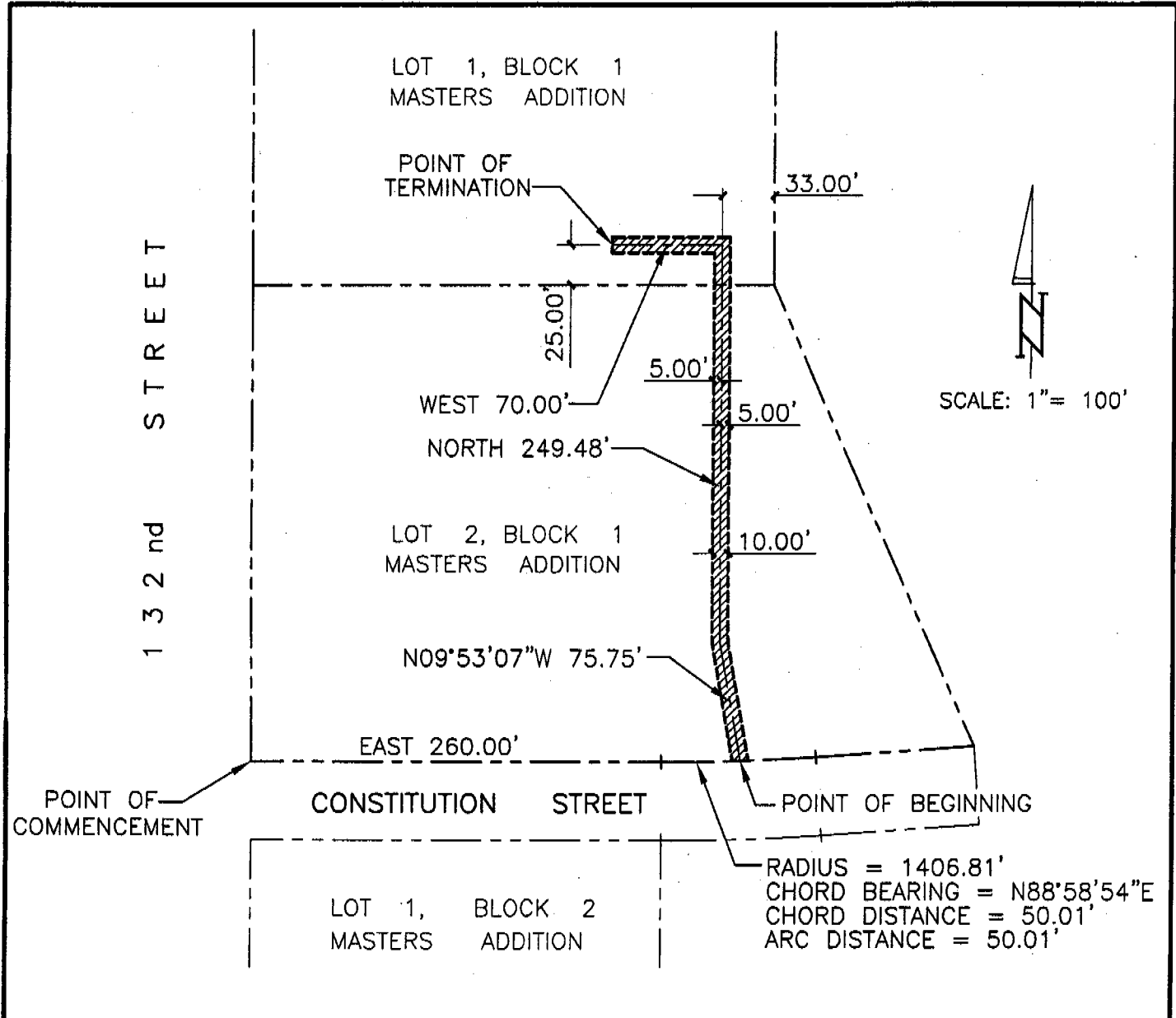
ACKNOWLEDGEMENT OF NOTARY

State of Nebraska)
) s.s.
County of Douglas)

The foregoing grant of easement was acknowledged before me this 12th day of January, 2010 by Clayton Byam, personal representative of the Robert S. Masters Estate on behalf of said estate.



James Warner
Notary Public



SCALE: 1" = 100'

LEGAL DESCRIPTION

A 10.00 FOOT WIDE STRIP OF LAND LYING WITHIN THAT PART OF LOTS 1 AND 2, BLOCK 1, MASTERS ADDITION, A SUBDIVISION IN SARPY COUNTY, NEBRASKA, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID LOT 2; THENCE EAST (ASSUMED BEARING) 260.00 FEET ON THE SOUTH LINE OF SAID LOT 2; THENCE NORTHEASTERLY ON THE SOUTH LINE OF SAID LOT 2 ON A 1406.81 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARING N88°58'54"E CHORD DISTANCE 50.01 FEET, AN ARC DISTANCE OF 50.01 FEET TO THE POINT OF BEGINNING; THENCE N09°53'07"W 75.75 FEET; THENCE NORTH 249.48 FEET ON A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE SOUTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1; THENCE WEST 70.00 FEET ON A LINE 25.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1 TO THE POINT OF TERMINATION. THE SOUTH PROPERTY LINE OF SAID LOT 2 IS THE POINT OF TERMINATION OF THE OUTER LIMITS OF SAID 10.00 FOOT WIDE STRIP OF LAND.

15781411EX.dwg

RJR

 THOMPSON, DREESSEN & DORNER, INC. Consulting Engineers & Land Surveyors 10836 OLD MILL ROAD OMAHA, NEBRASKA 68154 P: 402.330.8860 F: 402.330.5866 WWW.TD2CO.COM	EXHIBIT " A "		DATE 01/12/2010
	THE ROBERT S. MASTERS ESTATE	TD2 NO. 1578-141-1	DRAWN BY RJR
			CHECKED BY JDW
			REVISION