

Right-of-Way Easement

Know All Men By These Presents:

That EDGENE J. KINDBEITER, Single hereinafter referred to as Grantor, (whether one or more), for and in consideration of the sum of Two Thousand Six Hundred Forty Dollars and other valuable considerations, the receipt of Ten Dollars (\$ 10.00) of which is hereby acknowledged, does hereby grant, convey and warrant unto Peoples Natural Gas Company, Division of UtiliCorp United Inc., having its principal office at 1815 Capitol Avenue, Omaha, Nebraska 68102, hereinafter referred to as Grantee, and to its successors and assigns, the exclusive right, privilege and easement to construct, maintain and operate a pipeline and appurtenances thereto, on, over, under, across and through a strip of land Thirty feet (30') in width across the following described land situated in the County of Sarpy and State of Nebraska, to wit:

The South Thirty (30) feet of the South Half (S½) of the Northeast Quarter (NE¼) of Section 1, Township 13 North, Range 10 East of the 6th P.M.

To Have and to Hold unto said Peoples Natural Gas Company, Division of UtiliCorp United Inc., its successors and assigns, together with the right of ingress to and egress from said strip of land across the adjacent property of the Grantor for the purposes of constructing, operating, inspecting, repairing, maintaining, replacing, resizing, or removing the pipeline and appurtenances of the Grantee located thereon, in whole or in part, at the will of the Grantee; it being the intention of the parties hereto that the Grantor may continue to use the land comprising the easement strip above that level which is 12" above the top of the pipeline for agricultural purposes; provided, however, that Grantor shall neither construct nor permit to be constructed any building, structure, or other improvement upon the easement strip which would interfere with Grantee's exercise of the rights hereby conveyed (including access to the easement strip) and the safe operation of its pipeline.

It is further agreed as follows:

1. That during construction the Grantee will bury all line pipe to provide a minimum cover of 42 inches. ~~except in rock where a minimum cover of _____ inches will be provided.~~

2. That Grantee will negotiate with Grantor for the payment or repair of any damages to Grantor's growing and future crops, land, water courses, water impoundments, grasses, trees, shrubbery, fences, buildings, livestock or other personal property caused by the construction, maintenance, operation, inspection, repair, replacement, resizing or removal of the Grantee's facilities on Grantor's land described above; provided, however, that the Grantee shall have the right (without liability for damages) from time to time after initial construction of the pipeline to reclear the right-of-way by cutting and removing therefrom trees, brush, and other obstructions that may, in Grantee's judgment, interfere with Grantee's use of the easement strip hereunder.

3. That Grantee will restore the land surface to its original contour as nearly as practicable and will replace or rebuild to the reasonable satisfaction of Grantor or of his representative any and all damaged parts of all drainage or irrigation systems; the damage to which shall be occasioned by the construction, maintenance of operation of said pipeline under and through the above described land.

4. That this instrument may be executed in counterparts and that Grantor shall receive payment hereunder in such proportion as their respective interests bear to the fee simple title.

~~5. That the exact location of the easement strip conveyed hereby shall be determined by the construction of Grantee's pipeline, and shall thereupon be established as being _____ feet on the _____ side and _____ feet on the _____ side of the centerline thereof.~~ 66

6. That Grantee agrees that upon written application to the Grantee it will make or cause to be made a tap in any gas pipeline constructed by the Grantee on Grantor's premises for the purpose of supplying gas to the Grantor for domestic purposes only and not for resale and for use on Grantor's premises only. All connections required with the exception of the meter which is to be furnished and owned by Grantee, shall be furnished and paid for by Grantor according to the rules and regulations of Grantee. Grantee will provide the tap from its main line or any of its laterals closest to the premises for such service. Gas to be taken under such tap arrangement shall be measured and furnished at the same price and under the same rules and regulations as prevail in the nearest city or town served by Grantee.

7. That this instrument contains the entire agreement of the parties; that there are no other or 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 such as are set forth herein.

Executed this 12th day of May, 19 95.

Witness (Right-of-Way Agent):
[Signature]

Eugene J. Kindbeiter
Eugene J. Kindbeiter

Witness:
E. H. Gundersoy

95-09459A

Individual Acknowledgment

State of Nebraska)

County of Sarpy) SS.

Before me, Michelle D Rowin

on this 12th day of May, a notary public in and for said state,

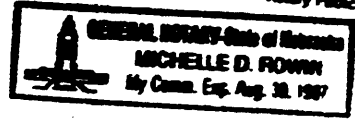
personally appeared Eugene J. Kindbeiter, single, A.D., 1995,

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires: Aug 30, 1997

Michelle D Rowin
Notary Public



(SEAL)

Multiple Acknowledgment

State of _____)

County of _____) SS.

Before me, _____, a notary public in and for said state,

on this _____ day of _____, A.D., 19____,

personally appeared _____,

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires: _____

Notary Public

(SEAL)

Corporation Acknowledgment

State of _____)

County of _____) SS.

On this _____ day of _____, A.D., 19____, before me a Notary Public

duty commissioned and qualified in and for said county and state, personally came _____

_____ President, and _____ Secretary of

who personally known to me to be the identical persons whose names are affixed to the above instrument as _____ President, and _____ Secretary of said corporation, and they acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires: _____

Notary Public

(SEAL)

95-09459 B

FILED SALES CO. NE

INSTRUMENT NUMBER

95-09459

95 JUN 23 AM 9:30

[Handwritten Signature]

REGISTERED DEEDS

[Handwritten initials]

Mail _____

Fee \$ 15.50

Ca Cash Ctg