

Form 78-3695 (4/80)

BOOK 698 PAGE 569

RIGHT-OF-WAY EASEMENT

The undersigned Grantor (whether one or more) for a valuable consideration (\$ \_\_\_\_\_), the receipt of \$ 1.00 of which is hereby acknowledged, hereby grants, sells and conveys unto Peoples Natural Gas Company, Division of InterNorth, Inc., herein called "Grantee," and its successors and assigns, the RIGHT-OF-WAY and EASEMENT to lay, construct, inspect, maintain, alter, repair, replace, operate and remove a pipeline, and appurtenances thereto, over, under, through and across the following described premises situated in Douglas County, State of Nebraska:

A tract of land known as the east 15 feet of lots 1 through 7, Block 59 in the NE 1/4, Section 11, T14N, R12E in the City of Ralston, Nebraska

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as said pipeline and appurtenances shall be used or maintained, together with all necessary rights of ingress and egress to and from said premises and right-of-way for said purposes.

Grantor shall have full use and enjoyment of said premises except for the rights herein granted to Grantee. Said pipeline shall be buried below ordinary plow depth. Grantor shall not change the existing grade of the land within the right-of-way or construct or permit to be constructed anything upon the above-described right-of-way, including permanent structures, buildings or outbuildings, or longitudinal permanent hard surface roadways, which would interfere with Grantee's exercise of the rights hereby conveyed.

The balance of the consideration due from Grantee to Grantor (if any) shall be paid when Grantee's pipeline is constructed.

Grantee shall repair or pay for any damages to Grantor's fences, buildings, growing crops, shrubbery or trees caused by Grantee's operations or activities on the premises; provided, however, that Grantee shall have the right from time to time to cut or clear trees, brush or other obstructions on said right-of-way that might interfere with the operation or maintenance of Grantee's facilities.

Grantee shall also repair or rebuild to its former condition any part of any existing drainage or irrigation system damaged by the construction of the said pipeline or caused by subsequent entry upon the premises to inspect, maintain, alter, repair, replace, operate or remove said pipeline.

No further general or specific covenant or undertaking not herein expressed shall be valid unless in writing and signed by Grantor or Grantee. This grant and easement shall run with the land and shall extend to and be binding upon the heir, devisees, legal representatives, successors and assigns of the undersigned Grantor.

EXECUTED this 7th day of October, 1983.

Witness: (Right-of-way Agent)

Witness:

The Grantee, a Neb Partnership  
by Sheldon Horne Partner  
[Signature]  
Sandra Lu Fischer

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ ) BOOK 698 PAGE 570  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

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.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(S E A L)

MULTIPLE ACKNOWLEDGEMENT

STATE OF Nebraska )  
  ) SS.  
COUNTY OF Douglas )

Before me, Becky A. Uttecht, a notary public in and for said state, on this 7th day of October, A.D., 1983, personally appeared William J. Hanna, a Partner in the Grocery, Robert C. Tractor & Sandra J. Tractor, husband & wife

to me known to be the identical persons who executed the within and foregoing one more line instrument and acknowledged to me that they executed the same as their 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.

Becky A. Uttecht  
Notary Public

My Commission Expires: 2/24/86

(S E A L)



*Proposed Mail Box Co.  
Box 1209  
Burlington, Ne 68007*

CORPORATION ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
  ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came \_\_\_\_\_  
~~President and~~

*7 pages*

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C. HAROLD CSILER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

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\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(S E A L)