

Doc # 285 41050

COMPARED

Register of Deeds, Cass Co, NE  
Book 38 of 1112 R.M.  
Page 677

Witness:

Gilbert H. Gunderson

Witness (Right-of-Way Agent):

Norma L. Miles  
Thomas F. Miles  
Howard Emerson Miles, Jr.  
H. Emerson Miles, Jr.

Executed this 18th day of July 1990

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.

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.

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.

The balance of the consideration due from Grantee to Grantor, (if any) shall be paid when Grantee's pipeline is constructed. *NEW PIPELINE WILL BE CONSTRUCTED BEFORE AUG. 15, 1990.*

Grantee 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 without limitation permanent structures, buildings or outbuildings, or longitudinal permanent hard surface roadways, which would interfere with Grantee's exercise of the rights hereby conveyed. *PIPELINE WILL BE BURIED NOT LESS THAN 18 INCHES BELOW THE SURFACE. NEW GAS*

To Have and to Hold unto said Grantee, his 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.

A strip of land twenty-five (25) feet in width across the North Half (N 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 25, Township 12 North, Range 13 East of the 6th P.M.

The undersigned Grantor (whether one or more) for a valuable consideration (\$ 4000.00), the receipt of which is hereby acknowledged, hereby grants, sells and conveys unto Peoples Natural Gas Company, Division of UtiliCorp United 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 Cass County, State of Nebraska:

Right-of-Way Easement

#285

Form 48-3695 (back)

Individual 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 \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me that 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 Acknowledgment

State of Nebraska )  
County of Cass )  
SS. \_\_\_\_\_ )

Before me, \_\_\_\_\_, a notary public in and for said state, on this 18th day of July, A.D., 1990, personally appeared Howard Emerson Wiles, Jr. and Norma B. Wiles, husband and wife, who executed the within and foregoing instrument and acknowledged to me that 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, P. OFE  
GENERAL NOTARY - State of Nebr.,  
\_\_\_\_\_

My Commission Expires: 5-21-93

( S E A L )

Corporation Acknowledgment

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )  
SS. \_\_\_\_\_ )

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 \_\_\_\_\_, Secretary of \_\_\_\_\_ who are 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: \_\_\_\_\_

( S E A L )

Notary Public  
People's Natural Gas Co.  
P.O. Box 1309  
Dodgeville  
Iowa