## PIPPLINE BASIMBNIP

## PIPELINE EASEMENT

## KNOW ALL MEN BY THESE PRESENTS:

WHEREAS Charles H. and Eula C. Campbell granted to Central Electric and Gas Company a right of way grant on November 14, 1956, which was recorded November 16, 1956, in Book 30, Page 93, Miscellaneous Records, of the County of Platte and State of Nebraska;

WHEREAS, EKSmetro Construction Corporation has purchased Lots 9 and 10, Block "A", Randall 3rd Addition to the City of Columbus, Platte County, Nebraska;

WHEREAS, Central Telephone and Utilities Corporation is the successor in interest to Central Electric and Gas Company;

NOW, THEREFORE, EGSmetro Construction Corporation (herein referred to as Grantor) and Central Telephone and Utilities Corporation (herein referred to as Grantee), hereby agree that in consideration of the mutual promises contained herein and the sum of One Dollar (\$1.00) paid by Grantor to Grantee, the receipt and sufficiency of which are hereby acknowledged, said right of way grant with respect to Lots 9 and 10 is hereby amended to read as follows:

Grantee, its successors and assigns, shall have the right of way and easements to construct, maintain and operate an underground gas pipeline and appurtenances thereto, along, over, through and under the property described as follows:

Block "A", Randall 3rd Addition to the City of Columbus, Platte County, Nebraska  $\,$ 

To have and to hold under said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with necessary ingress to and egress from the premises for the purpose of construction, inspection, repairing, maintaining and replacing the property of grantee, and the removal of such at will, in whole or part.

Grantee agrees to bury all pipes to a sufficient depth so as not to interfere with the surface of the ground. Grantee shall at all times, exercise due care and diligence to avoid injury or damage to the crops, livestock, fences, buildings, and other real or personal property of the Grantor, and the Grantee shall indemnify and save harmless the Grantor from any damage or loss arising or occuring to such property solely by reason of construction, operation, maintenance or removal or said pipeline.

Grantee agrees that it will disturb as little as possible, any vegetation, shrubs, trees, the surface, or other property on or a part of said premises, and construct, maintain and operate said pipelines in a workmanlike manner. In case it becomes necessary to remove any vegetation, shrubs, trees, or surface preparations, Grantee agrees, upon Grantor's request, to restore the same as nearly as possible to their original condition.

(Continued on next page)

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	Grantee hereby quitclaims all other rights under said right of way grant inconsistent with the covenants and agreements herein contained. Grantee hereby grants, sells and conveys unto Grantee all rights of way and easements described herein.
•	All covenants and agreements herein contained shall extend to and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.
	IN WITNESS WHEREOF, the said Grantors have hereunto set their hand this 24th day of October, 1974.
	ECCEMPANO Complementian Companyation
	EGSmetro Construction Corporation
	Re Walter Post Visio Por.
	IN WITNESS WHEREOF, the said Grantees have hereunto set their hand this 30th day of October , 1974.
	Central Telephone and Utilities Corporation
	Canada Terephone and Outstates Corporation
	X. X. Tolleusu
	K. L. Pohlman
	to the total
	Vice President
1	CORPORATE ACKNOWLEDGMENT
Ł	STATE OF NEBRASKA )
	) SS
£	COUNTY OF LANCASTER )
	Before me, a Notary Public qualified in said County, personally came K. L. Pohlman Vice President of Central Telephone & Utilities Corporation, a corporation, known to me to be the Vice President and identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.
, 1	Witness my hand and notarial seal on October 30 , 1974.
: ;	Linda L. Watkins Notary Public
	My Commission Expires October 10, 1977  Linda L. Watkins GENERAL NOTARIAL
	SEAL STATE OF NEBRASKA COMMISSION EXPIRED October 10, 1977

PIOPELIONE BASEMENT	THE MENTER CONCURRENCE COST OF CONTROL OF COST	
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, ,	TO 449 C	
	(Corporation)	
!	STATE OF CALIFORNIA SS.	
İi	COUNTY OF LOS Angeles	
. !	A On October 24, 1974 hefore me, the undersigned, a Notary Public in and for said	
1	State, personally appeared Walter Rook known to me to be the Vice President, and D. Earl Ellis	
	known to me to be the VICE President, and D. Ball Bills  known to me to be Assistant Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within	,
	known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within	
	instrument pursuant to its by-laws or a resolution of its board OFFICIAL SEAL	
	WITNESS my hand and official seal.	
	Signature Malle Suit LOS ANGELES COUNTY	
	xy Commission Expires April 15, 1977	
	Mahle Suitt Name (Typed or Printed)	
	(This area for official notarial seal)	
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.].	Platte County \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	1
2	Entered in Numerical Index and Filed for Tarvisk Record in the Recorder's Office of said County	
	Record in the Recorder's Office of said County this 12th day of November A.D. HUKCS 2	
	19.74 at 10:15 o'clock A.M.	
	Pag 90 25	•
Taro	Recorded in Book <u>D1</u> of <u>M1SC.</u> Page Pee 35.25  DelWeerts-Boettcher Co.,  City  City	
	Deputy	
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