

PIPELINE  
EASEMENT

EGSMETRO CONSTRUCTION CORP. TO CENTRAL TELEPHONE AND UTILITIES CORP.

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, EGSMetro 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 occurring to such property solely by reason of construction, operation, maintenance or removal of 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)

FOR PARTIAL RELEASE AS TO

FOR PARTIAL RELEASE AS TO

Block 11, Block A, Randall

Lots 12, Block A, Randall

3rd Addition, Col. Ord.

3rd Addition, Columbus, Mo.

SEE BOOK 77/80 PAGE 190

SEE BOOK 77/80 PAGE 600



PIPELINE  
EASEMENT

BGS METRO CONSTRUCTION CORP. TO CENTRAL TELEPHONE AND UTILITIES CORP.

TO 449 C  
(Corporation)

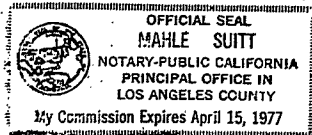
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STATE OF CALIFORNIA }  
COUNTY OF Los Angeles } SS.

On October 24, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared Walter Rook known to me to be the Vice President, and D. Earl Ellis 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 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 of directors.

WITNESS my hand and official seal.

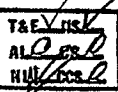
Signature Mahle Suitt  
Mahle Suitt  
Name (Typed or Printed)



(This area for official notarial seal)

STATE OF NEBRASKA }  
Platte County } S.S.

Entered in Numerical Index and Filed for Record in the Recorder's Office of said County this 12th day of November A.D. 19 74 at 10:15 o'clock A. M. Recorded in Book 61 of Misc. Page 394 thereof. Richard J. [Signature] Register Deeds  
\_\_\_\_\_ Deputy



Fee \$9.25  
Del.-Weerts-Boettcher Co.,  
City