

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2005-43142

2005 NOV 22 A 8:28

Lloyd J. Dowding
REGISTER OF DEEDS

COUNTER _____ C.E. D
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INFORMATION.**

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NEXT PAGE.**

LLOYD J. DOWDING

SARPY COUNTY REGISTER OF DEEDS
1210 GOLDEN GATE DRIVE, STE 1109
PAPILLION, NE 68046-2895
402-593-5773



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Gretna Public School District #37
Office of the Superintendent

801 South Street
Gretna, Nebraska 68028

402-332-3265
Fax 332-5833

R/W No. _____

T- 14 N | Easements ()
R- 11 E | Sarpy County
S- 31 | Nebraska State

EASEMENT AGREEMENT FOR GAS & COMMUNICATIONS LINES

THIS EASEMENT, made and entered into this 7th day of November, 2005, by and between **Sarpy County School District No. 77-0037**, a/k/a Gretna Public Schools of Sarpy County, Nebraska, "**GRANTOR**", and **Aquila, Inc. a Delaware corporation**, "**GRANTEE**".

After recording mail to:
Aquila, Inc.
Right of Way Dept. 700-2
P.O. Box 11739
Kansas City, MO 64138

Having offices at:
10700 East 350 Highway
Raytown, MO 64133

KNOW ALL PERSONS BY THESE PRESENTS: That the "GRANTOR", in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and perpetual easement to enter upon the lands of Grantor to survey, construct, operate, patrol, inspect, maintain, alter, add wires, cables, conduits, and pipes, repair, rebuild and remove, on, under and over said lands and in and upon all streets, roadways or highways abutting said lands, now or at any future time, lines for the transmission and distribution of gas and audio communications, visual communications, and data communications and all appurtenances and appliances necessary in connection therewith, together with the right of ingress and egress to and from the said lines of Grantee over the lands of Grantor so that Grantee may go to and from said lines from the public roads adjacent to Grantor's lands, which said lands of Grantor, situated in the County of Sarpy, in the State of Nebraska.

An easement across Grantor's lands is described as the South Seventy feet (70') of the East Thirteen Hundred Seventeen and Seventy Hundredths feet (1317.70') of the West

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Seventeen Hundred Seventeen and Seventy Hundredths feet (1717.70') of the Northwest Quarter (NW ¼) of Section 31, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska (hereinafter referred to as the "premises").

Grantee may erect and use gates in all fences which cross or which shall hereinafter cross the route of said lines. Grantee is given the right to trim, cut and clear away any trees, limbs and brush on or adjacent to the above described easement whenever, in its judgment, such will interfere with or endanger the construction, operation or maintenance of said lines. In exercising its rights of ingress and egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused thereby.

After the installation of any wires, cables, conduits, and pipes, Grantee shall fill and level all ditches, ruts and depressions caused by construction operations, remove all debris resulting from such construction and generally restore the surface of the premises as near to its original condition as may be possible, all within a reasonable amount of time after the installation of the aforementioned instrumentalities. If Grantee fails to restore the premises as required above, the Grantor may elect to perform such restoration at Grantee's risk and expense, and Grantee agrees to reimburse the Grantor for the cost of the removal and restoration operations.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to cultivate, use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no building shall be constructed on the easement without written permission from Grantee.

Grantee, its successors and assigns, agrees to pay for any damage caused to land, growing crops, fences, livestock or other real or personal property of Grantor from the construction, operation or maintenance of said lines.

Title to said lines shall be and remain in said Grantee.

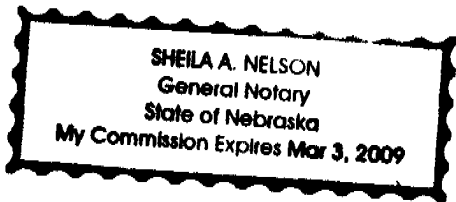
TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, licensees, successors or assigns forever. This easement shall run with the land and shall be binding upon Grantor and Grantor's heirs, personal representatives, successors and assigns. Grantor hereby covenants that Grantor is the owner(s) of the above-described land, subject to existing liens and right-of-way easement of record.

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STATE OF Nebraska)
) ss:
COUNTY OF SARPY Douglas)

On this 14 day of November, 2005, before me, a Notary Public, appeared Dan Mechtenberg, to me personally known, who, being by me duly sworn, did say that he/she is the Director, Business Operations of **Aquila, Inc, a Delaware Corporation**, and that said instrument was signed in behalf of said School by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said Board of Directors.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Omaha, NE the day and year last above written.



Sheila A Nelson
Print Sheila A Nelson
Notary Public in and for said County and State
My commission expires Mar 3, 2009