

Peoples Natural Gas
8108 S. 84 St
PO Box 280820
Papillion, Ne 68128
Ath. Smalley

75-16622

Right-of-Way Easement

The undersigned Grantor (whether one or more) for a valuable consideration (\$ 50,000), the receipt of \$ 50,000 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 SARPY County, State of NEBRASKA:

AN ADDITION TO THE CITY OF BELLEVUE
LOT 1, CEDAR PLACE, SARPY COUNTY, NE

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 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.

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 19 day of SEPT. 19 95

Witness (Right-of-Way Agent):

Witness:

Brent Christensen

Individual Acknowledgment

95-11622 A

State of Nebraska)
County of Sarpy)

SS.

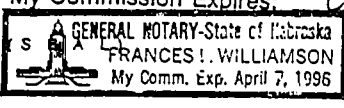
Before me, Frances Williamson, a notary public in and for said state, on this 19 day of September, personally appeared BRENT L. CLATERBUCK, A.D., 19 95, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ 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.

Frances Williamson
Notary Public

My Commission Expires:

April 7, 1996



Multiple Acknowledgment

State of _____)
County of _____)

SS.

Before me, _____, a notary public in and for said state, on this _____ day of _____, personally appeared _____, A.D., 19 _____, 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.

My Commission Expires: _____

Notary Public

(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: _____

Notary Public

(S E A L)

95-16622B

Counter SC
Verify M
D.E. J
Proof W
Fee \$ 15.50
Ck Cash Chg

95-16622
95 SEP 26 PM 12:47
Gloria J. [Signature]
REGISTERED OFFICER