

90-03445

Right-of-Way Easement

The undersigned Grantor (whether one or more) for a valuable consideration (\$ _____), the receipt of which is hereby acknowledged, hereby grants, sells and conveys unto Peoples Natural Gas Company, Division of Union Corp. 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:

Approx 10 feet in tax lots 2, 3A and 4 in the [unclear] and 10 feet in the Northwest [unclear] Range 13 in [unclear] precinct.

RECEIVED BY COUNTY CLERK
SARPY COUNTY, NEBRASKA
1990 MAR 21 PM 4:00

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 buildings, 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 operation or construction 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 said pipeline or caused by subsequent entry upon the premises to inspect, maintain, alter, repair, replace, operate or remove said pipeline.

No other 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 8 day of March 19 90.

Witness (Right-of-Way Agent):

INDEXED
FILED
GRANTED
GRANTED
FILED
CORRECTED
122

Roger Dietz General

FILED SARPY CO. NE
INSTRUMENT NUMBER
90-03445

90 MAR 19 AM 11:57

Witness:

Donathy Fluge

03445

Individual Acknowledgment

90-03445A

State of Nebraska
County of Sarpy

SS.

Notary Public Reverly M. Augustus, a notary public in and for said state,
this 15th day of August, A.D., 19 90.

Personally appeared Roger Rietz,
known to me to be the identical person who executed the within and foregoing instrument and acknowledged to me that
he executed the same as his free and voluntary act and deed for the
purpose therein set forth.

In Testimony Whereof, I have hereunto set my hand and official seal the day and year last above written.

Reverly M. Augustus
Notary Public

My Commission Expires: August 15, 1991

Multiple Acknowledgment

State of Nebraska
County of Sarpy

SS.

Notary Public _____, a notary public in and for said state,
this _____ day of _____, A.D., 19 _____.

Personally appeared _____, who executed the within and foregoing instrument and acknowledged to me that
he executed the same as _____ free and voluntary act and deed for the
purpose 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: _____

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.

Notary Public

My Commission Expires: _____

DUG

NE RI, P2