

\$25.50

REGISTER OF DEEDS  
1999 JAN 26 P 3:29

INST. NO 99

004900

BLOCK

GRAB

CL

EL

EX

Right-of-Way Easement

The undersigned Grantor (whether one or more) for a valuable consideration (\$ 1.00), the receipt of \$ 1.00 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 Lancaster County, State of Nebraska:

See exhibit "B" for written description

See Exhibit "A" for descriptive drawing

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 12th day of November 19 98.

Witness (Right-of-Way Agent):

Tom Beerenstrauch  
Tom Beerenstrauch

Steve Miers  
Steve Miers

Witness:

Return To:  
Randy Kreifels  
Peoples Natural Gas  
P.O. Box 83008 68501-3008

4830

Individual Acknowledgment

State of Nebraska )  
 ) SS.  
County of Lancaster )

Before me, ~~Michelle Harrold~~ Michelle Harrold, a notary public in and for said state, on this 12<sup>th</sup> day of November, A.D., 1998, personally appeared Steve Miers to me known 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 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.

Michelle Harrold  
Notary Public

My Commission Expires: April 15, 2001



Multiple Acknowledgment

State of \_\_\_\_\_ )  
 ) SS.  
County of \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

( S E A L )

Corporation Acknowledgment

State of \_\_\_\_\_ )  
 ) SS.  
County of \_\_\_\_\_ )

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.

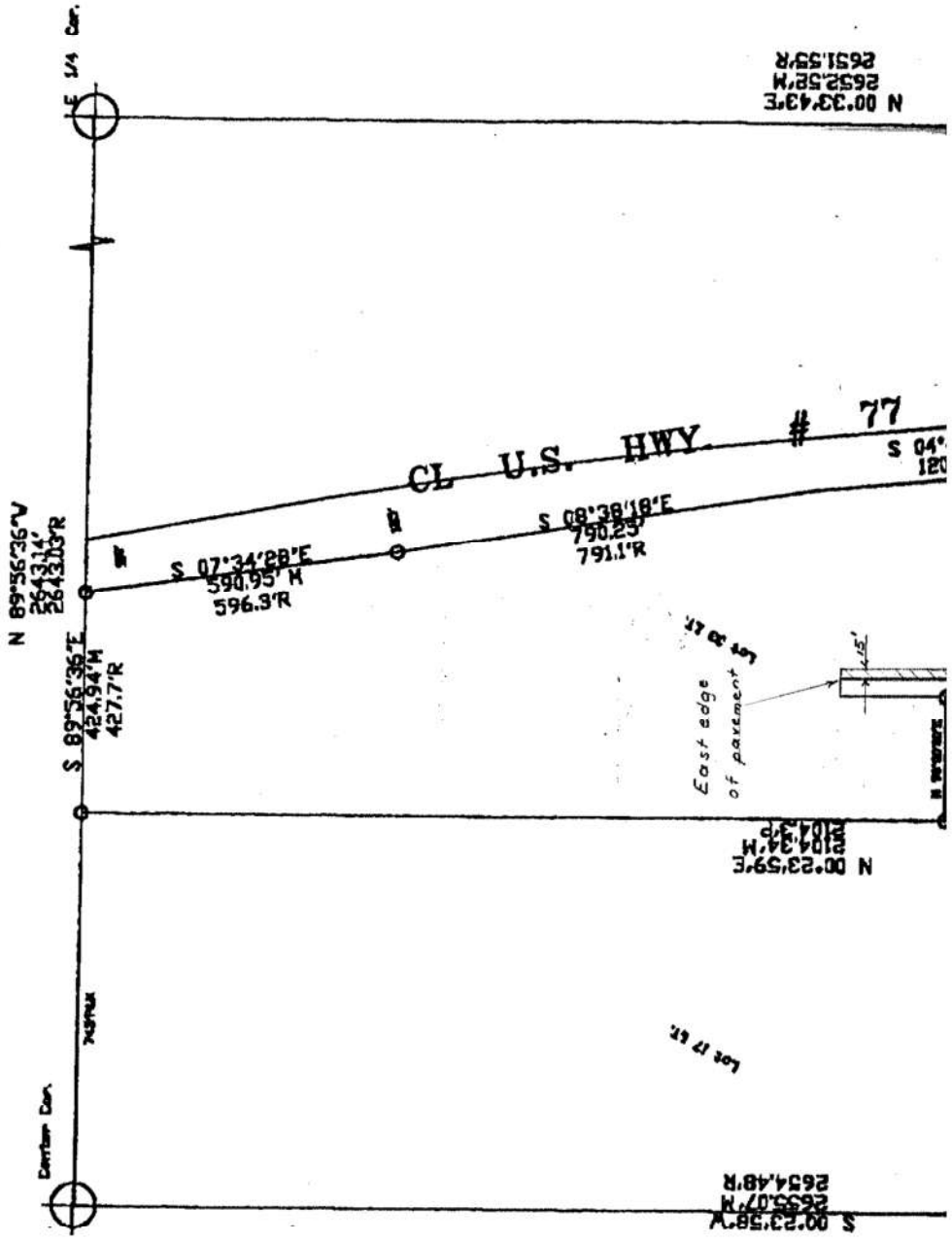
In Testimony Whereof, I have hereunto set my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

( S E A L )

# PARK VISTA CENTER COMMERCE CENTER



N 00°23'43.9"E  
2652.58'M  
2651.53'R

S 00°23'58.7"N  
2654.48'R  
2653.07'M

SCALE 1" = 250'

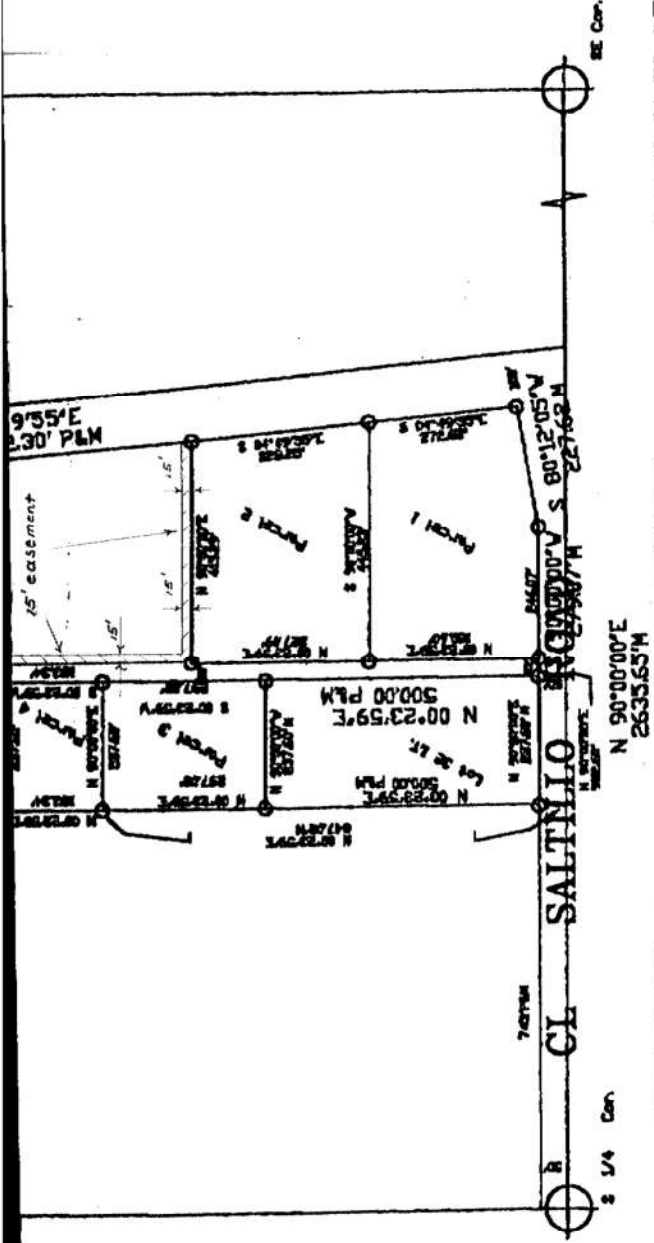


EXHIBIT A

# EXHIBIT B

Southeast Quarter of Section 35, Township 9 North, Range 6 East of the  
sixth P.M.

Commencing at the Northeast Corner of Parcel 2 and the point of beginning ; Thence North on the East line of Lot 33 I.T. or the Westerly Right of Way of Highway 77 a distance of 15 feet; Thence West and Parallel to the North line of Parcel 2 a distance of 400 feet; Thence North 90 degrees a distance of 485 feet; Thence West 90 degrees a distance of 15 feet; Thence South 90 degrees a distance of 500 feet to the Northwest Corner of Parcel 2; Thence East on the North Lot line of Parcel 2 a distance of 415.29 feet to the Northeast Corner of Parcel 2 or the point of beginning.