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THE PERMIT

EASEMENT FOR GAS LINES

INST NO 2003

018905

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, "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 Aquila, Inc., a Delaware corporation, its lessees, licensees, successors and assigns, hereinafter referred to as "GRANTEE", the right, privilege a temporary easement to enter upon the lands of Grantor to survey, construct, operate, patrol, inspect, maintain pipes, replace and remove, under said lands, lines for the distribution of gas 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 to go and from said lines from the public roads adjacent to Grantor's lands, which said lands of Grantor, situated in the County of Lancaster, in the State of Nebraska, are described as follows:

Outlot A, HiMark Estates 7th Addition, Lancaster County, Nebraska

Said easement across Grantor's said lands will extend 7.5 feet on each side of the following described centerline:

Beginning at a point 7.5 feet west of the common lot corner on the North line of Lots 9 and 10, Block 1, Irongate Estates Addition, running thence Northeasterly in a straight line to the east corner on the south line of Lot 2, HiMark 7th Addition, Lincoln, Lancaster County, Nebraska

This Easement shall terminate at such time as Grantee, or Grantee's successor in interest, shall have a gas line available in 98th Street. As soon as gas is available in 98th Street, the four homes to be served by the line within this Easement shall be served by extension of a line from 98th Street and Merion Circle. The extension of gas from 98th Street to the four homes in Merion Circle shall be at Grantee's cost.

In the event that Grantor desires gas service to his property at the intersection of 98th Street and Merion Circle prior to the availability of a gas line in 98th Street, Grantee shall extend the gas line from the west end of Merion Circle to 98th Street to serve Grantor's property.

It is further stipulated and agreed that the outer boundaries of the above-described 7.5-foot tract easement shall be lengthened and/or shortened to begin and end on the same property lines as the above-described centerline.

Grantee shall not dig any trench or excavate any soil or in any way disturb the surface of the land within the easement area. The gas line shall be installed by boring at least six feet below the surface the entire distance in order to avoid damage to the golf course irrigation system. In the event that the line needs repair, or replacement, the line shall be abandoned and a new line bored within the easement area.

In exercising its rights of ingress and egress Grantee shall use existing roads or lands and shall not operate any motor vehicle or construction equipment within the

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₄sement area, and shall notify Grantor in advance of Grantee's intention to enter upon the easement to perform any inspections.

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. However, such use shall not 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, golf course fairway, irrigation system, or other personal property of Grantor from the construction, operation or maintenance of said lines, including loss of revenue from interference with use of the golf course. If boring damages the irrigation system, the gas line shall be re-bored at sufficient depth to avoid subsequent damage.

Grantee waives all claims against Grantor or Grantor's guests or business invitees for personal injuries, or damage to property as a result of being hit by golf balls while installing, inspecting, repairing or replacing said gas line.

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

Grantee shall pay the cost of preparation of this easement document.

TO HAVE AND TO HOLD said easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in any way 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.

IN TESTIMONY WHEREOF,Guy executed this Easement this _Iq_ day of FEE	m LAMMIE has/have hereunto
CACOURS THE MANAGEMENT OF STREET	Fry M fance
The proposal and the second of	Guy M. Lammle
Address of Grantee: Aquila, 1600 Windho Lincoln, NE 68	oek Drive
ACKNOWLEDGMENT	- CORPORATION
STATE OF <u>NEBV</u>)) ss. COUNTY OF <u>LANGAGER</u>)	
On this 19th day of F681 appeared 644 M LAMMLE by me duly sworn, did say that he/she is a corporation, and that the se	, 20 <u>63</u> , before me, a Notary Public, , to me personally known, who, being s the President of eal affixed to the foregoing instrument is the

corporate seal of behalf of said	said corporation, corporation by acknowledged	authority of	its Board	Of Pilecrois	s, anu saw
corporation.					
	A Same Warm Still 1995 Build			and and affive	ad my official

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

Notary Public in and for said County and State

My commission expires

7-26-06

(G:\WPData\MH\Lammie - Guy\Easement for Gas Lines rev-5.wpd)

