

90-04375

### Right-of-Way Easement

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

North ten feet (10') of Lots 1 - 18 of Eagle Ridge in the NE Quarter of Section 25, Township 14 North, Range 12 East, proceeding East to the North ten feet (10') of Tax Lots 5A1, 4A, and 4B, immediately South of right-of-way of Cornhusker Highway.

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 3rd day of April 19 90

FILED SARPY CO. NE

INSTRUMENT NUMBER

90-04375

90 APR -5 PM 12:27

REGISTER OF DEEDS

Witness (Right-of-Way Agent):

INDEXED  
SERIALIZED  
FILED  
CHECKED  
FEE \$ 1.00

Michael F. Rogers  
Westgate Plaza, Inc./Michael F. Rogers

Witness:

Joseph P. Rogers  
Joseph P. Rogers

Franklin P. Rogers  
Franklin P. Rogers

Peoples Natural Gas Co.  
P.O. Box 1209  
Belleme 68005

04375

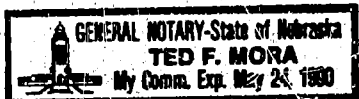
### Individual Acknowledgment

90-04375 A

State of Nebraska )  
County of Douglas ) SS.

Before me, Theodore Mora, a notary public in and for said state,  
on this 3rd day of April, A.D., 19 90,  
personally appeared Franklin P. Rogers  
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.



Ted F. Mora  
Notary Public

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

( S E A L )

### Multiple Acknowledgment

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

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 )

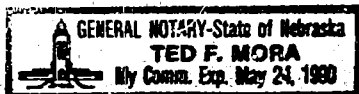
### Corporation Acknowledgment

State of Nebraska )  
County of Douglas ) SS.

On this 3rd day of April, A.D., 19 90, before me a Notary Public  
duly commissioned and qualified in and for said county and state, personally came  
Michael F. Rogers President, and Joseph P. Rogers Secretary of  
Westgate Plaza, Inc.

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.



Ted F. Mora  
Notary Public

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

( S E A L )