

FILED

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N92-3

EASEMENT

THIS AGREEMENT made April 10, 1992, by and between June Meier of the County of Washington, State of Nebraska, ("GRANTOR"), and Minnegasco, a division of Arkla, Inc., 201 South 7th Street, Minneapolis, Minnesota, 55402 a Delaware corporation, ("GRANTEE").

1. GRANTOR, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to GRANTOR from GRANTEE, receipt of which is acknowledged, grants to GRANTEE, its successors and assigns, forever, a perpetual 50 foot easement at all times to lay, construct, inspect, protect, operate, maintain, alter, abandon, relocate, replace, substitute and remove gas transmission or distribution pipelines or pipeline facilities ("gas facilities") and appurtenances thereto in, under and upon the following described property ("property") in or near the City of Arlington, County of Washington, State of Nebraska

The easement is described as follows:

East 120 acres of the NE 1/4 Section 12, Township 17 North, Range 9 East (as shown on the attached Drawing which is incorporated by reference.)

This grant of an easement shall include the right of GRANTEE to ingress and egress to and from GRANTOR's (or its successors and assigns) property for the purpose of excavating, laying, constructing, inspecting, protecting, operating, maintaining, altering, relocating, repairing, replacing, substituting and removing the property of GRANTEE, together with the privilege of temporarily placing tools, equipment, material and dirt on the abutting property for the above listed purposes. GRANTEE also shall have the right to place signs and markers on the property as required by law or necessary in the judgement of Minnegasco to protect the interest of the public or property owner or to notify them of GRANTEE's easement, or gas facilities.

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 3035
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 30th DAY OF July A.D. 1992
AT 9:20 O'CLOCK P.M. AND RECORDED IN BOOK
205 AT PAGE 806-809
COUNTY CLERK Charlotte K. Peterson
DEPUTY Karen Madson

Recorded _____
General _____
Numerical _____
Photostat _____

WA

2. GRANTOR promises and warrants that it has legal and fee title to the above described premises and has the right, without title restriction, to execute and deliver this instrument.

3. GRANTOR agrees that it will not interfere with GRANTEE'S operation of its gas facilities or GRANTEE'S easement rights. GRANTOR agrees that the premises shall not be encroached upon by filling, excavation, erection of buildings or permanent enclosures which would interfere with the gas facilities located therein or which would otherwise obstruct access thereto in any manner whatsoever; provided, however, that GRANTOR shall have the right to use the surface of the premises for gardens, shrubs, landscaping, curbing, gutters, sidewalks and paving, if such use by GRANTOR does not interfere with the rights given by GRANTOR to GRANTEE to use the premises for the purposes expressed in this easement. GRANTEE may remove any encroachments of GRANTOR on GRANTEE'S easement and GRANTOR will be responsible for bearing the cost of any such removal. GRANTOR also agrees that other future utilities shall not be located within the easement without the advance written consent of GRANTEE, which consent shall not be unreasonably withheld.

4. GRANTOR will not perform or undertake any activity which could damage or restrict the use of GRANTEE'S gas facilities in the easement.

5. GRANTEE agrees to bury all pipe associated with the gas facilities to a sufficient depth to prevent interference with the surface of the ground. GRANTEE shall at all times exercise due care and diligence to avoid injury or damage to buildings, and other personal property of the GRANTOR, and the GRANTEE shall indemnify the GRANTOR from any damage or loss arising or occurring to such property solely by reason of the operation, maintenance, relocation, replacement, substitution or removal of said gas facilities.

6. In the event that use of the gas facilities is at any time discontinued by GRANTEE, GRANTEE shall have the right, but not the duty, to enter upon the premises and remove all or any portion of the gas facilities and appurtenances which have been placed on the premises by GRANTEE.

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7. The terms and provisions of this instrument shall run with the land and shall extend to and be binding upon GRANTOR, GRANTOR's heirs, legal representatives, successors, and assigns.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

3

808

DEPT. OF REVENUE

GRANTOR(s)

By: June J. Meier

STATE OF Nebraska)
COUNTY OF Washington) ss

The foregoing instrument was acknowledged before me this 16th day of April, 1992, by GARY C. TIMM June Meier



Notary Public

Gary C. Timm



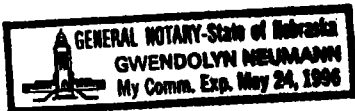
ATTESTATION
ARKLA, INC.

By: [Signature]
Its: Assistant Corporate Secretary

GRANTEE
Minnegasco, a division of Arkla, Inc.
By: [Signature]
Its: Vice President

STATE OF NEBRASKA)
COUNTY OF LANCASTER) ss

The foregoing instrument was acknowledged before me this 8th day of June, 1992, by R. A. Ellingson, Vice President of Minnegasco, a division of Arkla, Inc., a Delaware corporation, on behalf of the corporation.



Notary Public Gwendolyn Neumann

THIS INSTRUMENT WAS DRAFTED BY MINNEGASCO, A DIVISION OF ARKLA, INC., 201 South Seventh Street, Minneapolis, Minnesota 55402