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EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That InterNorth, Inc., a Delaware corporation, having its principal office at 2600 Dodge Street, Omaha, Douglas County, Nebraska, herein called "InterNorth", for and in consideration of the sum of One and No/100 Dollars (\$1.00), and the further consideration of the performance by Grantee of the covenants herein contained, does hereby grant, remise and relinquish unto UtiliCorp United Inc., its successors and assigns, hereinafter called "Grantee", the right, privilege and easement to construct, erect, house, operate, maintain, repair, alter and/or remove, in whole or in part, various natural gas piping, regulating, odorizing, telemetering, flow controlling, calorimeter and other facilities, hereinafter called "Grantee's Facilities" at InterNorth's delivery point(s), hereinafter called the "Delivery Point(s)" upon the following described tract(s) of land situated in the County of Cass and the State of Nebraska to-wit:

SEE ATTACHED EXHIBIT A

*Doc # 247*  
 FILED FOR RECORD 1-24-86 AT 9:22 A.M. IN BOOK 33 OF Three  
 PAGE 64 REGISTER OF DEEDS, CASS CO., NEBR.  
*Betty O'Neil* COMPARE # 32.50

said premises, hereinafter called "Grantee's Premises".

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as Grantee continues to purchase gas from InterNorth through the Delivery Point(s) (or any of them) for the purposes described above, subject to the following terms and conditions, to-wit:

1. When and in each instance that Grantee, pursuant to this instrument, desires to install, alter or remove its facilities on or from Grantee's Premises, Grantee will submit a written request to InterNorth at 2600 Dodge Street, Omaha, Nebraska 68131. This written request must include a general description and scale drawing of Grantee's Facilities to be installed, altered or removed. Grantee will not proceed with such installation, alteration or removal until it has received InterNorth's approval in writing. Actual installation, alteration or removal of Grantee's Facilities will be inspected and approved by InterNorth or its representative. Notwithstanding, anything herein to the contrary, InterNorth hereby approves Grantee's Facilities which are on the date of the grant, located on Grantee's Premises.

2. Grantee may install at its own expense boundary fencing to enclose Grantee's Premises. Grantee may, at its option, request InterNorth to erect such fencing and reimburse InterNorth for the cost thereof. Said fencing shall be considered Grantee's Facilities.

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3. Grantee's Facilities shall be kept in good repair, and Grantee's Premises shall be maintained in a neat and orderly condition.

4. Grantee's Facilities shall be designed, installed, operated and maintained so that such facilities, and Grantee's operations at the Delivery Point(s), shall not interfere with the proper functioning of InterNorth's facilities, and shall not constitute a nuisance, either public or private.

5. Grantee's Facilities shall be considered as personal property of Grantee and shall remain the property of Grantee, and, upon the termination of this Easement, Grantee shall have the right to remove the same and hereby covenants and agrees to remove the same and to restore Grantee's Premises, as nearly as may be practicable, to their original condition, all without expense to InterNorth.

6. Grantee shall pay all personal property taxes levied against Grantee's Facilities from the date of this Easement, and, additionally, shall reimburse InterNorth for any increase in real estate taxes on the Delivery Point(s) site(s), herein described, from the date of this Easement, resulting from the presence of such Grantee's Facilities.

7. InterNorth and Grantee each assume full responsibility and liability for the maintenance and operation of their respective properties and shall indemnify and save harmless the other party from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party.

8. In the event InterNorth relocates its Delivery Point(s) (or any of them), it may terminate this Easement pertaining to such Delivery Point(s) by giving Grantee sixty (60) days' prior written notice thereof.

9. The various Grantee's Facilities, and Grantee's operations in relation thereto, will conform to the following specifications and standards:

a. General - all types of facilities:

(1) All equipment installed and operated must comply with current Department of Transportation Regulations contained in Title 49, Part 192, and other applicable state and/or local ordinances or regulations.

(2) Grantee's buildings and structures must be compatible in appearance and design with InterNorth's buildings and structures.

(3) Grantee's pipelines will be placed below InterNorth's pipelines with a 12-inch minimum vertical clearance between crossing pipelines which are both 10 inches or less in diameter, and with a minimum vertical clearance equal to the diameter of the larger crossing pipeline if either crossing pipeline is larger than 10 inches in diameter.

(4) Electric and telephone poles will not be placed on Grantee's Premises.

(5) Electric and telephone lines crossing Grantee's Premises will be placed underground.

b. Regulating facilities:

(1) Grantee's regulator equipment must be sized and maintained in a manner that does not interfere with proper functioning of InterNorth's regulating and metering equipment.

(2) Grantee's regulator equipment shall be designed such that the noise generated by it in normal operation does not exceed the noise generated by InterNorth's regulation equipment at the site. Measurements will be made on the dba scale at a distance three (3) feet from each piece of equipment or the building housing the equipment.

c. Odorizing facilities:

(1) All vented gas containing odorant must be freed of odorant by burning or, if too hazardous to burn, by filtering through an activated charcoal filter prior to venting.

(2) Diligent care must be exercised in the transfer of the odorant from tank to tank. Should any odorant be spilled the soil containing the odorant must be removed and fired to remove the odorant. In transferring the odorant from supply tank to the odorizing tank a masking agent (Captan Wafto, Neutroleum, Alpha, and Gamma are some commercial masking agents) should be sprayed over the odorizing equipment and supply tank connections to eliminate the effect of the escaping vapors of the odorant. If odorant drums, empty or containing odorant, are stored at or near the Delivery Point(s) site(s), they must be stored in a tightly constructed building which has vents and which has activated charcoal filters connected to the building vents.

(3) The piping and fittings used on the odorization equipment must be maintained in a leak-free manner.

d. Telemetering, calorimeters, and flow-control facilities:

(1) All electrical equipment will be approved by Underwriter Laboratories and will be installed in conformance with the National Electric Code.

(a) For equipment placed in a combination meter and regulator building or in a meter building where meter runs pass through the building, the installation and equipment will be in conformance with Class 1, Group D, Division 1, of the National Electric Code. (Explosion Proof)

(b) For equipment placed in buildings that contain only instruments and gauge lines, including calorimeter facilities, the installation will conform to the National Electric Code for the service involved, but need not be explosion proof.

(2) Differential Gauge lines from the meter run taps to the Grantee's instrument, pneumatic signal lines (0-30 PSI) between Grantee's control instrument and valve, and gas sample and/or water lines for calorimeter facilities will be installed below grade with a minimum of 24 inches of cover.

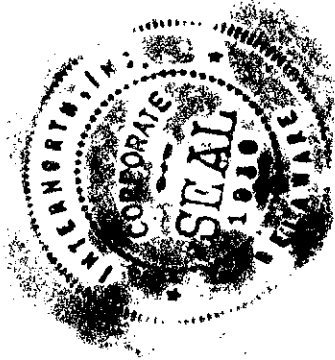
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(3) InterNorth will make the necessary differential gauge line taps and connections on each meter run to which Grantee connects gauge lines.

This instrument and the grants, covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the successors and assigns of the respective parties.

EXECUTED as of this 9<sup>th</sup> day of December, 1985.

INTERNORTH, INC.

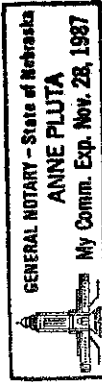


By: [Signature]  
Vice President

ATTEST:  
[Signature]  
Deputy Corporate Secretary

STATE OF NEBRASKA )  
                          ) ss.  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me on December 9, 1985, by James W. White, Vice President of InterNorth, Inc., a Delaware corporation, on behalf of the corporation.



[Signature]  
Notary Public

My commission expires:  
November 28, 1987

Cass County, Nebraska

EXHIBIT AEagle, Nebraska Town Border Station

A tract of land out of the Northeast Quarter (NE1/4) of Section 20, Township 10 North, Range 9 East more particularly described as follows: Commencing at a point 33 feet West of the Southeast corner of the NE1/4 of Sec. 20; thence North 50 feet; thence West with an inside angle of 89°44' a distance of 50 feet; thence South with an inside angle of 90°16' a distance of 50 feet; thence East with an inside angle of 89°44' a distance of 50 feet to the point of beginning, less and except

The South 18 feet thereof.

Elmwood, Nebraska Town Border Station

A tract of land in the Southeast Quarter of the Southwest Quarter of Section 9, Township 10 North, Range 10 East, more particularly described as follows:  
Beginning at a point 33 feet north of the southeast corner of the Southwest Quarter of said Section 9; thence north 30 feet, thence west 50 feet, thence south 30 feet, thence east 50 feet to the place of beginning, and

A tract of land out of Lot Sixteen (16), a sub-division of the West Half of the Southwest Quarter of the Southeast Quarter (W1/2 SW1/4 SE1/4) of Section Nine (9), Township Ten (10) north, Range Ten (10) east, described by metes and bounds as follows:  
Commencing at a point 33 feet North of the Southwest corner of the Southeast Quarter (SE1/4) of said section 9, which point is the Southeast corner of a tract of land now owned by Grantee, thence North and along the East line of the tract of land owned by Grantee a distance of 30 feet, thence East with an inside angle of 90°6' a distance of 20 feet, thence South with an inside angle of 89°52' a distance of 30 feet, thence West a distance of 20 feet to the point of beginning.

Murdock, Nebraska Town Border Station

A tract of land in Lot 8 in the Northeast quarter (NE1/4) of Section 15, Township 11 North, Range 10 East described by metes and bounds as follows: Commencing at the Southeast (SE) corner of said Section 15 thence North 4,571.5-feet to the center line of the public road running easterly and westerly through the Northeast quarter (NE1/4) of said Section 15 thence West along the center line of said road 607.96-feet to the easterly right-of-way line of the Chicago, Rock Island and Pacific Railroad thence Southwesterly along the easterly line of the right-of-way of the Railroad company 40.49-feet to the point of beginning of the tract herein described thence southwesterly along the easterly right-of-way of the railroad company a distance of 50-feet thence southeasterly at right angles to the railroad company's right-of-way, a distance of 30-feet thence Northeasterly parallel to the right-of-way line of the Railroad company a distance of 50-feet thence Northwesterly a distance of 30-feet to the point of beginning.

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Manley, Nebraska Town Border Station

A tract of land in Lot 11 in the Southeast Quarter (SE1/4) of Section 15, Township 11 N., Range 11 E., more particularly described by metes and bounds, as follows: Beginning at a point 1128.4 feet east and 13.0 feet south of the northwest corner of the South Half (S1/2) of the Southeast Quarter (SE1/4) of said Section 15, for a point of beginning, thence south 50 feet, thence east 75 feet, thence northwesterly, with an inside angle of 48°39' to a point 30 feet due east of the point of beginning, thence west 30 feet to the place of beginning.

Weeping Water, Nebraska Town Border Station

A parcel of land out of a certain tract of land, being Lot No. Sixteen (16) in the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Thirty-five (35), Township Eleven (11) North, Range Eleven (11) east, described as follows: Beginning for the Northeast (NE) corner hereof at a stake, same being the Northeast (NE) corner of said Lot No. Sixteen (16) in the Northwest Quarter (NW1/4) of Southeast Quarter (SE1/4) of Section Thirty-Five (35), Township Eleven (11) North, Range Eleven (11) East, Cass County, Nebraska; thence in a westerly direction along and with the North line of said Lot No. Sixteen (16), a distance of Seventy (70) feet to a stake for the Northwest (NW) corner hereof; thence in a southerly direction at right angle to the North Line hereof, a distance of Thirty (30) feet to a stake for the Southwest (SW) corner hereof; thence in an easterly direction at right angle to the West Line hereof, and parallel with and Thirty (30) feet from the North line hereof, a distance of Seventy (70) feet to a stake for the Southeast (SE) corner hereof; thence in a northerly direction at right angle to the South Line hereof to the place of beginning, and containing Twenty-One Hundred (2100) square feet of land more or less.

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