

92-12099

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 Sarpy County, State of Nebraska:

In the NW ~~1/4~~ 1/4 of Section 19, 14, 11 - see exhibit A attached.

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 16 day of June 19 92.

Witness (Right-of-Way Agent):

Tony A. Steinhilber

FILED SARPY CO. NE.
INSTRUMENT NUMBER

92-012099

92 JUN 16 AM 11:46

Witness:

Carol A. Harvin
REGISTER OF DEEDS

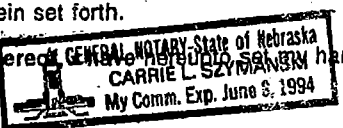
| | |
|---------|------------|
| Proof | <u>pk</u> |
| D.E. | <u>w</u> |
| Verify | <u>pk</u> |
| Checked | <u>pk</u> |
| Fee \$ | <u>155</u> |

Individual Acknowledgment

92-12099A

State of Nebraska)
County of Sarpy) SS.

Before me, Carrie L. Szymanski, a notary public in and for said state,
on this 16 day of June, A.D., 19 92,
personally appeared TERRY STUECKRATH
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.

Carrie L. Szymanski
Notary Public

My Commission Expires: June 8, 1994
(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 _____)
County of _____) SS.

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.

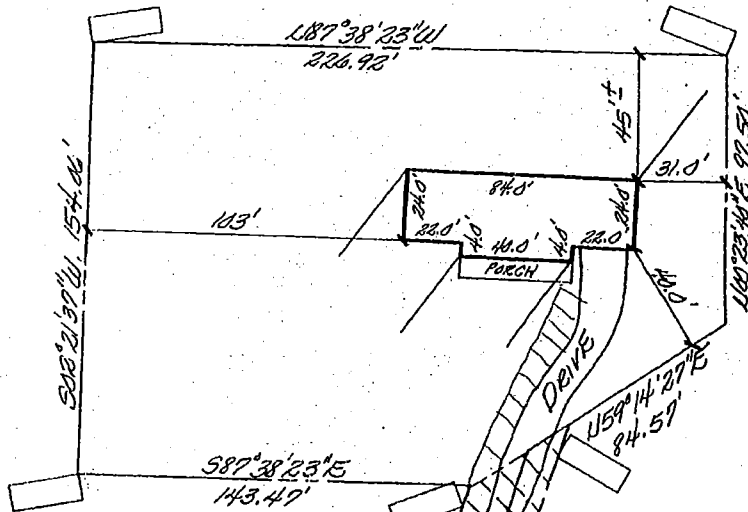
Notary Public

My Commission Expires: _____
(S E A L)

STUECKRATH

PROPOSED CONSTRUCTION ON:

That part of the West 1/2 of the NW 1/4 of Section 19, T14N, R11E of the 6th P.M., Sarpy County, Nebraska, described as follows: Commencing at the SW corner of said West 1/2; thence East (assumed bearing) 333.01 feet on the South line of said West 1/2 to the point of beginning; thence continuing East 105.70 feet on the South line of said West 1/2; thence N18°14'27"E 300.00 feet; thence N59°14'27"E 84.57 feet; thence N00°23'40"E 97.50 feet; thence N87°38'23"W 226.92 feet; thence S02°21'37"W 154.06 feet; thence S87°38'23"E 143.47 feet; thence S18°14'27"W 227.25 feet to a point of curve; thence Southwesterly on a 50.00 foot radius curve to the right, chord bearing S64°07'13"W, chord distance 58.61 feet an arc distance of 62.62 feet to a point of tangency; thence West 313.76 feet to the East line of Highway 6; thence S01°56'36"W 17.51 feet on the East line of Highway 6; thence East 250.00 feet on a line 7.50 feet North of and parallel with the South line of said West 1/2; thence S01°56'36"W 7.50 feet to the point of beginning.

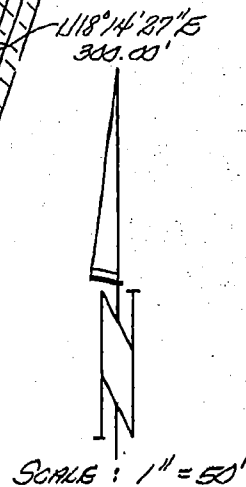


LEGEND

EXISTING ELEV. =
 PROPOSED ELEV. =

Highway 66.6

RADIUS = 50.00'
 CHORD BEARING = S64°07'13"W
 CHORD DISTANCE = 58.61'
 ARC DISTANCE = 62.62'



JOB NO. 200-194-18
 SHEET NO.
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