

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2007-19191

2007 JUN 27 P 1:17B

Glenn J. Lawding
REGISTER OF DEEDS

COUNTER D B.E. D
VERIFY 7/1 B.E. 7/1
PROOF _____
FEES \$ 16.00
CHECK # _____
CHG EACG CASH _____
REFUND _____ CREDIT _____
SHORT _____ NCR _____

Twp. 14 Easement
Rge. 12E County Sarpy
Sec. 18 State Nebraska

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, "GRANTOR", in consideration of the sum of _____ Dollars (\$ _____) 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 and perpetual easement to enter upon the lands of Grantor to survey, construct, operate, patrol, inspect, maintain, alter, add pipes, repair, rebuild and remove, on, under and over said lands and in and upon all streets, roadways or highways abutting said lands, now or at any future time, lines for the transmission and 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 go to and from said lines from the public roads adjacent to Grantor's lands, which said lands of Grantor, situated in the County of Sarpy, in the State of Nebraska, are described as follows:

SEE ATTACHED EXHIBIT FOR LEGAL DESCRIPTION

Grantee may erect and use gates in all fences which cross or which shall hereinafter cross the route of said lines. Grantee is given the right to trim, cut and clear away any trees, limbs and brush on or adjacent to the above described easement whenever, in its judgment, such will interface with or endanger the construction, operation or maintenance of said lines. In exercising its rights of ingress and egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused thereby.

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: PROVIDED, however, such use shall not, in the judgment of said Grantee, 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 or other personal property of Grantor from the construction, operation or maintenance of said lines.

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

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

The consideration herein stated shall be and is the full consideration due to Grantor from Grantee for the execution and delivery hereof. No verbal representations or agreements not expressed herein shall be imposed upon Grantee, its successors or assigns.

Executed this 21st day of June, 2007.

WITNESS:

John R. Hoich
Joseph R. McElmuth

This document prepared by:

P 2000 030 030

19191

E+H

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 21st day of June, 2007, before me, a Notary Public, personally appeared John L. Reich, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed. And the said individual further declared himself/herself to be single and unmarried, separated.

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

(SEAL)



Trenton B. Magid
Notary Public in and for said County and State

My commission expires 2-23-2010

ACKNOWLEDGMENT - MULTIPLE

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 2007, before me, a Notary Public, personally appeared _____ and _____, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

(SEAL)

Notary Public in and for said County and State

My commission expires _____

ACKNOWLEDGMENT - CORPORATION

STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 21st day of June, 2007, before me, a Notary Public, appeared Joe McDermott, to me personally known, who, being by me duly sworn, did say that he/she is the _____ President of Joe McDermott Assoc Inc, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

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

(SEAL)



Trenton B. Magid
Notary Public in and for said County and State

My commission expires _____

LEGAL DESCRIPTION

A PERMANENT 10.00 FOOT WIDE GAS LINE EASEMENT LOCATED IN LOTS 4 AND 5, SOUTHPORT EAST REPLAT SX, A SUBDIVISION LOCATED IN THE SE 1/4 OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 12 EAST OF 6TH P.M., SAPPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5, SOUTHPORT EAST REPLAT SIX, SAID POINT ALSO BEING THE EASTERLY CORNER OF LOT 1, SOUTHPORT EAST REPLAT TWO, A SUBDIVISION LOCATED IN SAID SE1/4 OF SECTION 18, SOUTHPORT ALSO BEING ON THE SOUTHERLY LINE OF LOT 1, SAID SOUTHPORT EAST REPLAT SIX; THENCE S89°58'17"E (ASSUMED BEARING) ALONG THE NORTHERLY LINE OF SAID LOT 5, SOUTHPORT EAST REPLAT SIX, SAID LINE ALSO BEING SAID SOUTHERLY LINE OF LOT 1, SOUTHPORT EAST REPLAT SIX, A DISTANCE OF 3.21 FEET; THENCE S03°27'35"W, A DISTANCE OF 31.19 FEET; THENCE S87°08'57"E, A DISTANCE OF 15.14 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 85.50 FEET, A DISTANCE OF 59.33 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S76°05'26"E, A DISTANCE OF 58.25 FEET; THENCE N84°54'05"E, A DISTANCE OF 142.93 FEET; THENCE N68°24'25"E, A DISTANCE OF 24.23 FEET; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 89.30 FEET, A DISTANCE OF 25.84 FEET; THENCE N69°48'18"E, A DISTANCE OF 29.91 FEET; THENCE S90°31'22"E, A DISTANCE OF 282.14 FEET; THENCE S30°28'38"W, A DISTANCE OF 10.00 FEET; THENCE N50°31'22"W, A DISTANCE OF 276.41 FEET; THENCE S89°48'18"W, A DISTANCE OF 24.18 FEET; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 99.50 FEET, A DISTANCE OF 28.83 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S78°08'22"W, A DISTANCE OF 28.73 FEET; THENCE S86°24'25"W, A DISTANCE OF 24.10 FEET; THENCE S84°54'05"W, A DISTANCE OF 142.80 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 99.50 FEET, A DISTANCE OF 65.96 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N76°06'26"W, A DISTANCE OF 64.76 FEET; THENCE N67°06'57"W, A DISTANCE OF 13.30 FEET; THENCE S39°18'40"W, A DISTANCE OF 226.41 FEET; THENCE S37°48'20"W, A DISTANCE OF 115.96 FEET; THENCE S49°56'39"E, A DISTANCE OF 64.25 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 135.00 FEET, A DISTANCE OF 104.44 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S72°06'27"E, A DISTANCE OF 101.86 FEET; THENCE N85°43'44"E, A DISTANCE OF 287.97 FEET; THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 155.00 FEET, A DISTANCE OF 119.10 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS S77°51'52"E, A DISTANCE OF 116.20 FEET; THENCE S50°14'38"E, A DISTANCE OF 112.82 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 4, SOUTHPORT EAST REPLAT SIX, SAID LINE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF EASTPORT PARKWAY; THENCE S39°45'21"W ALONG SAID WESTERLY LINE OF LOT 4, SOUTHPORT EAST REPLAT SIX, SAID LINE ALSO BEING SAID WESTERLY RIGHT-OF-WAY LINE OF EASTPORT PARKWAY, A DISTANCE OF 10.00 FEET THENCE N50°14'39"W, A DISTANCE OF 112.53 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE LEFT WITH A RADIUS OF 145.00 FEET, A DISTANCE OF 111.42 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N72°06'27"W, A DISTANCE OF 108.70 FEET; THENCE S85°43'44"W, A DISTANCE OF 287.97 FEET; THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT WITH A RADIUS OF 145.00 FEET, A DISTANCE OF 112.18 FEET, SAID CURVE HAVING A LONG CHORD WHICH BEARS N72°06'27"W, A DISTANCE OF 109.40 FEET; THENCE N49°56'39"W, A DISTANCE OF 73.86 FEET; THENCE N37°48'20"E, A DISTANCE OF 125.70 FEET; THENCE N39°18'40"E, A DISTANCE OF 228.39 FEET; THENCE N03°27'36"E, A DISTANCE OF 24.32 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 5, SOUTHPORT EAST REPLAT SIX, SAID LINE ALSO BEING THE WESTERLY LINE OF SAID LOT 5, SOUTHPORT EAST REPLAT TWO; THENCE N39°49'30"E ALONG SAID WESTERLY LINE OF LOT 5, SOUTHPORT EAST REPLAT TWO, SAID LINE ALSO BEING SAID EASTERLY LINE OF LOT 1, SOUTHPORT EAST REPLAT SIX, A DISTANCE OF 12.41 FEET TO THE POINT OF BEGINNING.

Scale: 1" = 100'

