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Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
3/8/2004 1:25:16 PM



2004029859

This Instrument Drafted By And To Be Returned To: Right-of-Way Department, Northern Natural Gas Company, 1111 South 103rd Street,
Omaha, Nebraska 68124

PERMANENT EASEMENT

THIS GRANT OF PERMANENT EASEMENT made this 4th day of February, 2004, by BROWN INVESTMENT PARTNERSHIP, LTD., a Nebraska limited partnership, hereinafter referred to as "GRANTOR", in favor of Northern Natural Gas Company, a Delaware corporation, hereinafter referred to as "NORTHERN", and its transferees, successors and assigns.

WITNESSETH THAT:

That said GRANTOR in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to GRANTOR in hand paid by NORTHERN, the receipt whereof is hereby acknowledged, does hereby grant, sell, convey, and confirm unto NORTHERN and its transferees, successors and assigns forever, a permanent right and easement way to use, construct, build, lay, maintain, repair, reconstruct and operate pipelines from time to time (hereinafter referred to as "Pipeline Facilities") in, through, over, and across the parcels of land described as follows to-wit:

See Exhibit "A" attached hereto and made a part hereof.

To have and to hold unto NORTHERN, its transferees, successors and assigns, together with the right of ingress and egress from said easement areas herein granted for the purpose of constructing, inspecting, maintaining, operating, repairing, replacing, reconstructing, removing or resizing said Pipeline Facilities and appurtenances thereof at the discretion of NORTHERN, its transferees, successors and assigns.

It is further declared by GRANTOR that the conditions of the granting of the easements herein are as follows:

1. GRANTOR, its transferees, successors and assigns, shall not construct or install, or permit the construction or installation of any buildings or other permanent structures on, over, or across the easement areas granted herein without the prior written consent of NORTHERN or its transferees, successors and assigns.

2. GRANTOR, its transferees, successors and assigns, may at any time construct or install or cause to be constructed or installed upon or within the easement areas herein granted, parking areas or other pavement or fencing, entrance markers, landscaping, trees and other plant materials, all in such manner and to the extent as GRANTOR, its transferees, successors and assigns, may deem necessary or appropriate in its sole discretion (collectively, the "Owner Improvements"). Any construction or installation of Owner Improvements shall be effected so as not to at any time interfere with the normal operation of the Northern Pipeline Facilities and appurtenances thereof. In the event at anytime it becomes necessary to remove or replace said Owner Improvements in order to construct, build, lay, repair, maintain, operate or replace said Northern Pipeline Facilities and appurtenances thereto the removal or repair of said Owner Improvements shall be done at the expense of GRANTOR, or its transferees, successors and assigns and NORTHERN, its transferees, successors and assigns shall have no obligation to repair, restore or replace any of the Owner Improvements which may at anytime be damaged in connection with any construction, maintenance, repair, replacement or operation of the Northern Pipeline Facilities and appurtenances thereof.

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OL-40329-Reploc-083
FEE 32.00 FB OL-40328-46 17,9-82
BKP 21-15-11 C/O _____ COMP _____
DEL _____ SCAN _____ FV _____

12787 + 12789

3. NORTHERN shall cause any trench or other excavation made in said easement areas to be properly refilled and compacted and shall cause the easement areas to be left in a reasonably neat and orderly condition and in the condition existing before said construction, removal, replacement or repair except for the Owner Improvements.

4. GRANTOR, its transferees, successors and assignees, shall not alter the grade or permit such alteration anywhere within the easement areas without the written consent of NORTHERN.

5. The easements granted herein shall be for the benefit of the transferees, successors and assigns of NORTHERN and any contractor, agent, employee or representative of NORTHERN performing any of said construction and work within the easement areas granted herein.

6. These permanent easements shall run with the land perpetually and shall be binding upon and inure to the benefit of the GRANTOR and NORTHERN, and their respective transferees, successors and assigns and any person or party claiming by, through or under GRANTOR and NORTHERN or their respective transferees, successors or assigns.

7. This easement agreement contains the entire agreement pertaining to the easements granted herein and that there are no other different agreements or understandings. GRANTOR in executing and delivering this easement agreement, has not relied upon any promises, inducements, or representations of NORTHERN or its agents or employees, except as specifically set forth herein.

8. The acceptance of and agreement to each of the terms, provisions and conditions of this document by NORTHERN, its transferees, successors and assigns shall be conclusively evidenced by the recording of this document in the Office of the Douglas County Register of Deeds.

IN WITNESS WHEREOF, said GRANTOR has caused this Easement Agreement to the duly executed by its Manager the day and year first above written.

BROWN INVESTMENT PARTNERSHIP, LTD., a
Nebraska limited partnership

BY RED DEVELOPMENT OF WEST DODGE, LLC,
GENERAL PARTNER

By: Mike Ebert
Mike Ebert, Partner

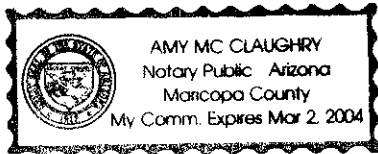
Name: Michael Ebert

Title: _____

STATE OF Arizona)
)SS
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me, a Notary Public duly commissioned and qualified in and for said county and state, on this 4th day of FEB. 2004, by MICHAEL EBERT, Partner of RED Development of West Dodge, LLC, General Partner of Brown Investment Partnership, Ltd. And acknowledge that this is his voluntary act and deed and the voluntary act and deed of Brown Investment Partnership, Ltd.

(SEAL)



Amy
Notary Public
My Commission Expires 3/2/04

**LEGAL DESCRIPTION
PERMANENT EASEMENT**

A LEGAL DESCRIPTION FOR PERMANENT EASEMENT PURPOSES FOR A TRACT OF LAND COMPOSED OF A PORTION OF LOT 1, VILLAGE POINTE, REPLAT ONE, A PORTION OF LOT 9, VILLAGE POINTE, A PORTION OF LOT 7, VILLAGE POINTE, A PORTION OF LOT 6, VILLAGE POINTE AND A PORTION OF THE NORTHWEST QUARTER (NW4), ALL LOCATED IN SECTION 21, TOWNSHIP 15 NORTH, RANGE 11 EAST OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

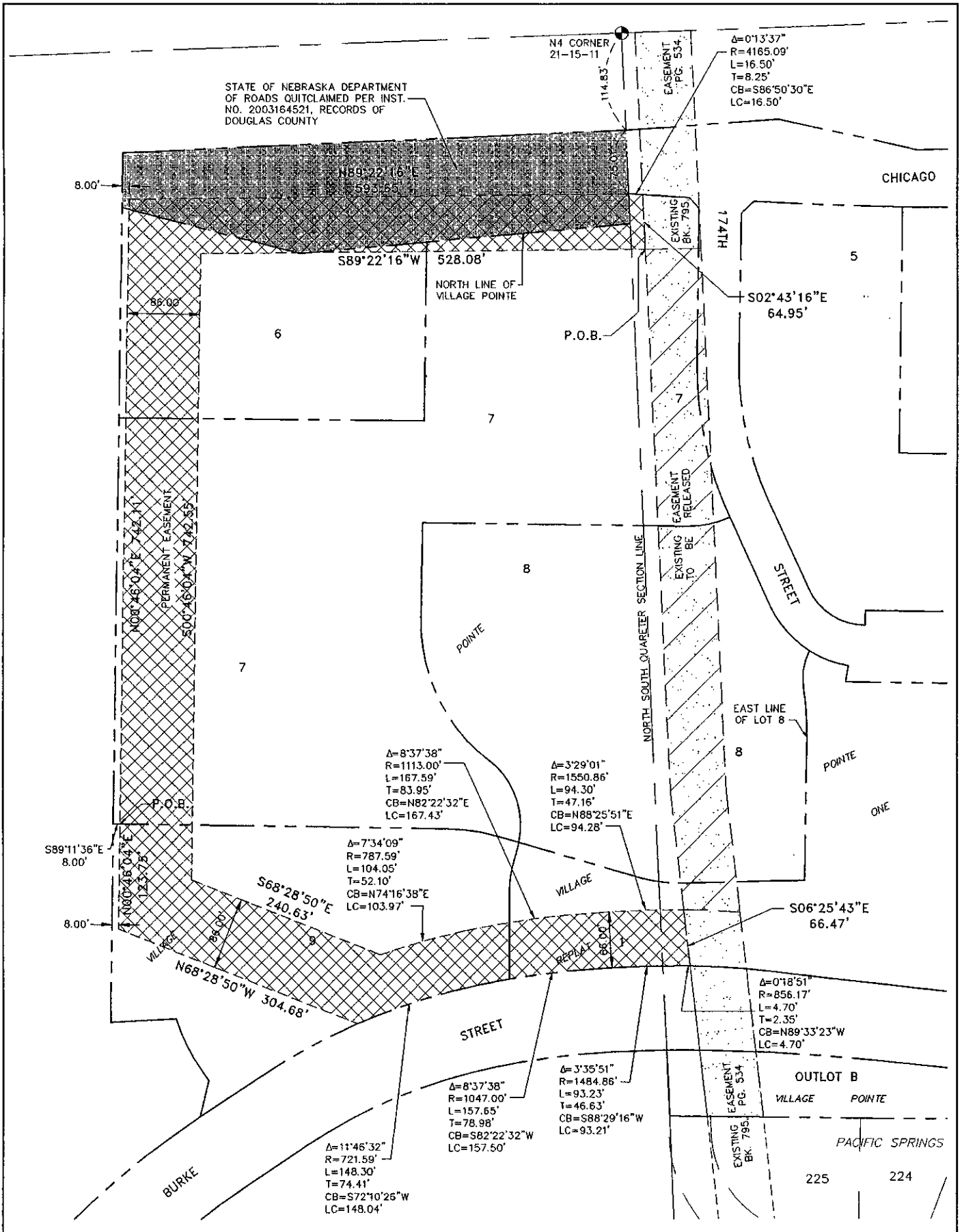
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 9; THENCE ALONG THE SOUTH LINE OF SAID LOT 7, SAID LINE BEING THE NORTH LINE OF SAID LOT 9, ON AN ASSUMED BEARING OF SOUTH 89 DEGREES 11 MINUTES 36 SECONDS EAST A DISTANCE OF 8.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 46 MINUTES 04 SECONDS EAST, ALONG A LINE THAT IS 8.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 7 AND SAID LOT 6 AND ITS EXTENSION NORTHWARD, A DISTANCE OF 742.11 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 16 SECONDS EAST, A DISTANCE OF 593.65 FEET TO A NORTHWEST CORNER OF SAID LOT 7; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, ALONG A NORTH LINE OF SAID LOT 7, SAID LINE BEING THE SOUTH RIGHT-OF-WAY LINE OF CHICAGO STREET, HAVING A RADIUS OF 4,165.09 FEET, A DELTA ANGLE OF 00 DEGREES 13 MINUTES 37 SECONDS, AN ARC LENGTH OF 16.50 FEET, A CHORD BEARING OF SOUTH 86 DEGREES 50 MINUTES 30 SECONDS EAST AND A CHORD LENGTH OF 16.50 FEET TO THE WEST LINE OF AN EXISTING EASEMENT AS REFERRED TO IN BOOK 795, PAGE 534, RECORDS OF DOUGLAS COUNTY; THENCE SOUTH 02 DEGREES 43 MINUTES 16 SECONDS EAST, ALONG THE WEST LINE OF SAID EXISTING EASEMENT, A DISTANCE OF 64.95 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 16 SECONDS WEST, A DISTANCE OF 528.08 FEET; THENCE SOUTH 00 DEGREES 46 MINUTES 04 SECONDS WEST, ALONG A LINE THAT IS 94.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 6, 7 AND 9, A DISTANCE OF 742.55 FEET; THENCE SOUTH 68 DEGREES 28 MINUTES 50 SECONDS EAST, A DISTANCE OF 240.63 FEET; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, ALONG A LINE THAT IS 66.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 9, HAVING A RADIUS OF 787.59 FEET, A DELTA ANGLE OF 07 DEGREES 34 MINUTES 09 SECONDS, AN ARC LENGTH OF 104.05 FEET, A CHORD BEARING OF NORTH 74 DEGREES 16 MINUTES 38 SECONDS EAST AND A CHORD LENGTH OF 103.97 FEET; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, ALONG A LINE THAT IS 66.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 9 AND SAID LOT 1, HAVING A RADIUS OF 1,113.00 FEET, A DELTA ANGLE OF 08 DEGREES 37 MINUTES 38 SECONDS, AN ARC LENGTH OF 167.59 FEET, A CHORD BEARING OF NORTH 82 DEGREES 22 MINUTES 32 SECONDS EAST AND A CHORD LENGTH OF 167.43 FEET; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, ALONG A LINE THAT IS 66.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 1, HAVING A RADIUS OF 1,550.86 FEET, A DELTA ANGLE OF 03 DEGREES 29 MINUTES 01 SECONDS, AN ARC LENGTH OF 94.30 FEET, A CHORD BEARING OF NORTH 88 DEGREES 25 MINUTES 51 SECONDS EAST AND A CHORD LENGTH OF 94.28 FEET TO THE WEST LINE OF AN EXISTING EASEMENT AS REFERRED TO IN BOOK 795, PAGE 534, RECORDS OF DOUGLAS COUNTY; THENCE SOUTH 06 DEGREES 25 MINUTES 43 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 66.47 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, ALONG THE SOUTH LINE OF SAID LOT 1, SAID LINE BEING THE NORTH RIGHT-OF-WAY LINE OF BURKE STREET, HAVING A RADIUS OF 856.17 FEET, A DELTA ANGLE OF 00 DEGREES 18 MINUTES 51 SECONDS, AN ARC LENGTH OF 4.70 FEET, A CHORD BEARING OF NORTH 89 DEGREES 33 MINUTES 23 SECONDS WEST AND A CHORD LENGTH OF 4.70 FEET; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, ALONG THE SOUTH LINE OF SAID LOT 1, SAID LINE BEING THE NORTH RIGHT-OF-WAY LINE OF BURKE STREET, HAVING A RADIUS OF 1,484.86 FEET, A DELTA ANGLE OF 03 DEGREES 35 MINUTES 51 SECONDS, AN ARC LENGTH OF 93.23 FEET, A CHORD

Exhibit "A"

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BEARING OF SOUTH 88 DEGREES 29 MINUTES 16 SECONDS WEST AND A CHORD LENGTH OF 93.21 FEET; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, ALONG THE SOUTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SAID LOT 9, SAID LINE BEING THE NORTH RIGHT-OF-WAY LINE OF BURKE STREET, HAVING A RADIUS OF 1,047.00 FEET, A DELTA ANGLE OF 08 DEGREES 37 MINUTES 38 SECONDS, AN ARC LENGTH OF 157.65 FEET, A CHORD BEARING OF SOUTH 82 DEGREES 22 MINUTES 32 SECONDS WEST AND A CHORD LENGTH OF 157.50 FEET; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, ALONG THE SOUTH LINE OF SAID LOT 9, SAID LINE BEING THE NORTH RIGHT-OF-WAY LINE OF BURKE STREET, HAVING A RADIUS OF 721.59 FEET, A DELTA ANGLE OF 11 DEGREES 46 MINUTES 32 SECONDS, AN ARC LENGTH OF 148.30 FEET, A CHORD BEARING OF SOUTH 72 DEGREES 10 MINUTES 26 SECONDS WEST AND A CHORD LENGTH OF 148.04 FEET; THENCE NORTH 68 DEGREES 28 MINUTES 50 SECONDS WEST, A DISTANCE OF 304.68 FEET; THENCE NORTH 00 DEGREES 46 MINUTES 04 SECONDS EAST, ALONG A LINE THAT IS 8.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 9, A DISTANCE OF 123.75 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 155,545.42 SQUARE FEET OR 3.57 ACRES, MORE OR LESS.



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PROJECT: 2002-0042
DRAWN BY: DAT
DATE: 12/04/03

NORTHERN NATURAL
GAS EASEMENT



OLSSON ASSOCIATES
ENGINEERS - PLANNERS - SCIENTISTS - SURVEYORS
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