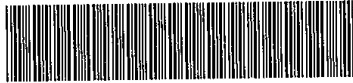


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Stamp Tax

Date

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By

RICHARD N TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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RECEIVED

This Instrument Drafted by
And To Be Returned To:
Right-of-Way Department
Northern Natural Gas Company
P.O. Box 3330
Omaha, Nebraska 68103

083861

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BKP 4-15-11 C/O _____ COMP _____
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NEB 49301-91

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 8th day of June, 2000, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, with principal offices at 1111 South 103rd Street, Omaha, Nebraska 68124 (hereinafter referred to as "Northern"), and THE THOMSEN MILE, L.L.C., a Nebraska limited liability company (hereinafter referred to as "Owner", whether one or more).

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by Thomas Thomsen, et ux, on the the 4th day of January, 1962 covering the following described premises in Douglas County, Nebraska:

The East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 4, Township 15 North, Range 11 East

which Easement was recorded the the 21st day of March, 1962, in Book 378 of Miscellaneous at Page 35, in and for Douglas County, Nebraska (hereinafter referred as "Easement"); and

WHEREAS, pursuant to the authority contained in the Easement, Northern has constructed and currently operates and maintains a 16-inch pipeline through and across the premises above-described; and

WHEREAS, of the premises described in the Easement, Owner is present owner of the following described premises (hereinafter referred to as "Owned Premises"):

The East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 4, Township 15 North, Range 11 East of the 6th P.M., in Douglas County, Nebraska, EXCEPT that portion taken for highway purposes by Return of Appraisers dated January 28, 1983, and recorded February 15, 1983, in Book 683 at Page 568 of the Misc. Records of Douglas County, Nebraska.

WHEREAS, the parties hereto desire to more clearly define their rights under the Easement and further desire to modify and amend the Easement in certain respects.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. That Northern shall, and by these presents does, hereby limit its right-of-way under the Easement across the Owned Premises only to a strip of land 86 feet in width, the centerline of which strip shall be the present location of Northern's 16-inch pipeline (hereinafter referred to as "Pipeline Right-of-Way").

2. That Northern shall, and by these presents does, hereby release from the Easement all of its rights in and to the Owned Premises EXCEPT the Pipeline Right-of-Way described in Paragraph 1 above, upon which Pipeline Right-of-Way the Easement is retained in full force and effect, with all rights (including, without limitation, multiple line rights) originally granted to Northern in the Easement; and EXCEPT Northern retains its right of ingress to and egress from the Pipeline Right-of-Way, to which right the Owned Premises shall remain subject.

3. The Owner shall not build, create, construct, nor allow to be built, created, or constructed, any hard, gravel, or similar surface road, any improvements or structures of any nature, nor alter the grade or permit such alteration, anywhere within the Pipeline Right-of-Way without the written consent of Northern. Northern shall have the right to clear and keep cleared from within the Pipeline Right-of Way all trees, brush, undergrowth, buildings, structures, improvements or other obstructions, and, Northern shall not be liable for loss, cost, or damage caused on the Pipeline Right-of-Way by keeping the Pipeline Right-of-Way clear of such trees, brush, undergrowth, buildings, structure, improvements, and other obstructions in the exercise of its rights hereunder.

4. The Owner shall allow Northern to establish aboveground marking along the centerline of the location of Northern's pipeline(s).

This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

"NORTHERN"

"OWNERS"

NORTHERN NATURAL GAS COMPANY

The Thomsen Mile, L.L.C., a Nebraska limited liability company
by: West Maple, L.L.C., a Nebraska limited liability company,
one of its members

By *Dennis D. Werkmeister*
Title Agent and Attorney-in-Fact

Jerry M. Slusky
Jerry M. Slusky, Manager Member

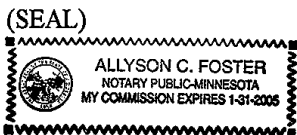
by: TM Associates, L.L.C., a Nebraska limited liability company,
one of its members

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

Trenton B. Magid
Trenton B. Magid, Manager Member

On this 8th day of June, 2000, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came Dennis D. Werkmeister, the Agent and Attorney-in-Fact of Northern Natural Gas Company, who is personally known to me to be the identical person whose name is affixed to the above instrument in the capacity stated, and he acknowledged the said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation.

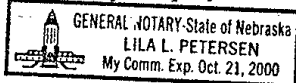
WITNESS my hand and official seal at Minneapolis, in said county and state, the date aforesaid.



Allyson C. Foster
Notary Public
My Commission Expires 1-31-05

State of Nebraska)
) ss.
County of Douglas)

On this 26th day of April, 2000, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Jerry M. Slusky, Manager Member of West Maple, L.L.C., a Nebraska limited liability company, Member of The Thomsen Mile, L.L.C., a Nebraska limited liability company, the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of the limited liability company.



Lila L. Petersen
Notary Public

State of Nebraska)
) ss.
County of Douglas)

On this 26th day of April, 2000, before me, the undersigned, a Notary Public in and for the State of Nebraska, personally appeared Trenton B. Magid, Manager Member of TM Associates, L.L.C., a Nebraska limited liability company, Member of The Thomsen Mile, L.L.C., a Nebraska limited liability company, the identical person whose name is subscribed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of the limited liability company.



Lila L. Petersen
Notary Public