

STATE OF NEBRASKA COUNTY OF WASHINGTON
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 13th DAY OF February A.D. 2003
AT 8:51 O'CLOCK A.M. AND RECORDED IN BOOK

FILED

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

390 AT PAGE 844-846
COUNTY CLERK Charlotte L. Peterson
DEPUTY Karim Madson

03 FEB 13 AM 8:51

Recorded _____
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Numerical _____
Photostat _____
Printer _____

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR NEBR

53001-50

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 23rd day of January, 2003 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 DANA COLLEGE, (hereinafter referred to as "Owner", whether one or more).

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by John H. and Mary B. Mehrens, husband and wife, on the 1st day of April, 1931, covering the following described premises in Washington County, Nebraska:

Lot 34, in the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 10, Township 18 North, Range 11 East,

which Easement was recorded the 23rd day of April, 1931, as Document No. 7781, in Book 51 at Page 632, in and for Washington 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 6-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"):

Lot 34, in the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 10, Township 18 North, Range 11 East, as platted and recorded in the office of the Washington County Recorder.

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 across the Owned Premises only to a strip of land 70 feet in width, the centerline of which strip shall be the present location of Northern's 6-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.

STATE OF Nebraska)
)SS
COUNTY OF Washington)

The foregoing instrument was acknowledged before me, a Notary Public duly
commissioned and qualified in and for said county and state, on this 23 day of
January, 2003 by Bob Schmoll, Executive Vice President & CFO
of Dana College

(SEAL)

Rita McManigal
Notary Public
My Commission Expires 8-21-03



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