

850 20031022

STATE OF NEBRASKA COUNTY OF WASHINGTON)SS
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
390 AT PAGE 850-852
COUNTY CLERK Charlatie S. Petersen
DEPUTY Raven Madison

FILED
03 FEB 13 AM 8:51
CHARLOTTE S. PETERSEN
WASHINGTON COUNTY CLERK
BLAIR, NEBR.

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

Recorded _____
General _____
Numerical _____
Photostat _____
Prootec _____

53001-52

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 three counterpart Easements dated the 21st day of April, 1931, the 25th day of May, 1931 and the 9th day of May, 1931, covering the following described premises in Washington County, Nebraska:

Lot 37, in the Northeast Quarter of the Northeast Quarter (NE¹/₄NE¹/₄) of Section 10, Township 18 North, Range 11 East,

which Easements were recorded the 28th day of April, 1931, as Document No. 7805, in Book 51 at Page 652, the 20th day of May, 1931, as Document No. 7872, in Book 51 at Page 698 and the 20th day of May, 1931, as Document 7873, in Book 51 at Page 699, respectively, all 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 37, in the Northeast Quarter of the Northeast Quarter (NE¹/₄NE¹/₄) 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.

850

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"

"OWNER"

NORTHERN NATURAL GAS COMPANY

DANA COLLEGE

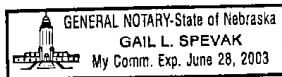
By Glen R. Hass
Glen R. Hass
Agent and Attorney-in-Fact

By Bob Schmol
Bob Schmol
Executive Vice President and CFO

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public duly commissioned and qualified in and for said county and state, on this 11th day of February, 2003, by Glen R. Hass the Agent and Attorney-in-Fact of Northern Natural Gas Company.

(SEAL)



Gail L. Spevak
Notary Public
My Commission Expires 6-28-03

