

MODIFICATION AND AMENDMENT OF EASEMENT GRANTS

This instrument made and entered into this 29th day of JUNE, 1992, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation (hereinafter referred to as "Northern"), and DON G. PLAMBECK AND LAVONNE K. PLAMBECK (hereinafter referred to as "Owners").

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by Don G. Plambeck and LaVonne R. Plambeck on the 26th day of January, 1962, recorded the 9th day of March, 1962, in Book 29 of Miscellaneous Records at Page 469 and another Easement granted by Gladys B. Plambeck and George F. Plambeck on the 4th day of April, 1962, recorded the 20th day of June, 1962, in Book 30 of Miscellaneous Records at Page 95 covering the following described premises in Sarpy County, Nebraska:

The Northwest Quarter (NW $\frac{1}{4}$) of Section 16, Township 14 North, Range 11 East;

all in the Office of the Register of Deeds for Sarpy County, Nebraska (hereinafter referred to as "Easements"); and

WHEREAS, pursuant to the authority contained in the Easements, 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 Easements, Owners are present owners of the following described premises (hereinafter referred to as "Owned Premises"):

The Northwest Quarter (NW $\frac{1}{4}$) excepting that portion platted as 180th Street Storage Park, and Lots 4 through 13 of the 180th Street Storage Park, in Section 16, Township 14 North, Range 11 East

WHEREAS, the parties hereto desire to more clearly define their rights under the Easements and further desire to modify and amend the Easements 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 Easements across the Owned Premises only to a strip of land 66 feet in width, the centerline of which strip shall be the present location of Northern's 16-inch pipeline. A plat showing the location of said strip of land is attached hereto as Exhibit "A" and is, by this reference, made a part hereof.

2. That Northern shall, and by these presents does, hereby release from the Easements all of its rights in and to the Owned Premises EXCEPT the strip of land described in Paragraph 1 above, upon which strip the Easements are retained in full force and effect, with all rights (including, without limitation, multiple line rights) originally granted to Northern in the Easements.

3. The Owners 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 on the land upon which Northern has reserved its Easement rights, without the written consent of Northern, and, to the extent that written permission has not been given, Northern shall have the right to clear and keep cleared from within the 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 right-of-way by keeping the right-of-way clear of such trees, brush, undergrowth, buildings, structures, improvements, and other obstructions in the exercise of its rights hereunder.

4. The Owners shall allow Northern to establish aboveground marking along the centerline of the present location of Northern's pipelines as described in Paragraph 1 above.

92-14930A

493-1-63

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

By [Signature]
Edwin R. Peck, Jr.
Title Agent and Attorney-in-Fact

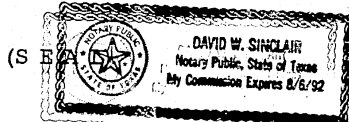
[Signature]
Don G. Plambeck

[Signature]
LaVonne K. Plambeck

STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

On this 13TH day of JULY, 1992, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came EDWIN R. PECK, JR., 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 Houston, in said county and state, the date aforesaid.



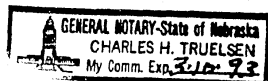
[Signature]
Notary Public
My Commission Expires 8-6-92

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

On this 29th day of June, 1992, before me a Notary Public duly commissioned and qualified in and for said county and state, personally appeared Don G. Plambeck and LaVonne K. Plambeck, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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

(S E A L)



[Signature]
Notary Public
My Commission Expires 3-10-1993

This Instrument Drafted By:
Right-of-Way Department
Northern Natural Gas Company
P. O. Box 3330
Omaha, Nebraska 68103-0330

FILED SARP: CO. NE.
INSTRUMENT NUMBER
92-014930

92 JUL 24 AM 10:53

-2- [Signature]
REGISTER OF DEEDS

Print	<u>[Signature]</u>
O.E.	<u>[Signature]</u>
Verify	<u>[Signature]</u>
Filmed	<u>[Signature]</u>
Checked	<u>[Signature]</u>
Fee \$	<u>25.50</u>

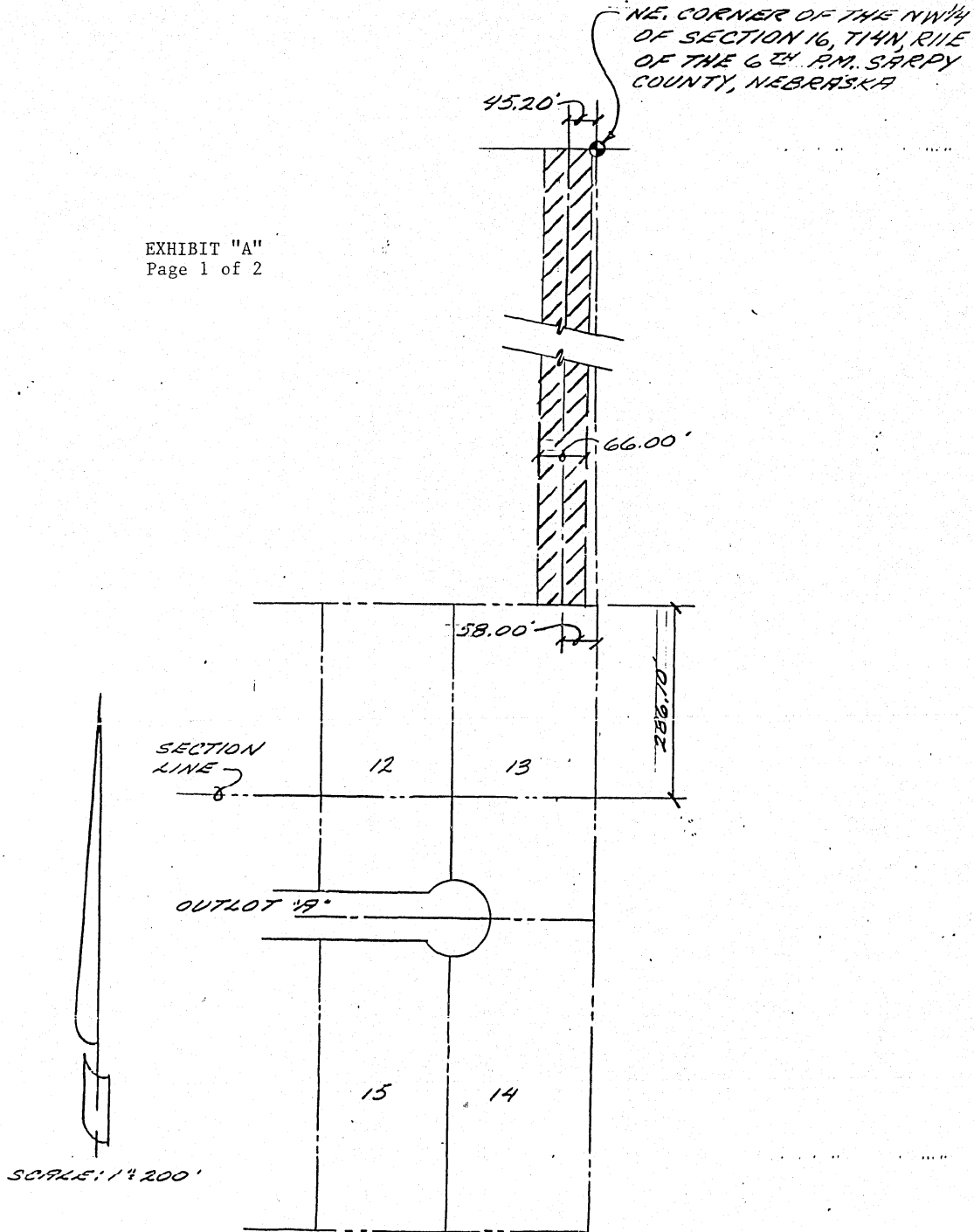
CT

LEGAL DESCRIPTION:

92-14930B

A 66.00 foot wide strip of land through part of the Northwest Quarter (NW $\frac{1}{4}$) of Section 16, Township 14 North, Range 11 East, Sarpy County, Nebraska. The centerline of said 66.00 foot wide strip of land being more particularly described as follows: Commencing at the northeast corner of said NW $\frac{1}{4}$; thence westerly on the north line of said NW $\frac{1}{4}$ a distance of 45.20 feet to the point of beginning; thence southerly to a point on the north line of the South 286.10 feet of said NW $\frac{1}{4}$ and the point of termination of this description with the outer limits of said 66.00 foot wide strip of land being extended to meet the north line of said NW $\frac{1}{4}$ and the north line of the South 286.10 feet of said NW $\frac{1}{4}$. Said point of termination also being 58.00 feet West of the east line of said NW $\frac{1}{4}$.

EXHIBIT "A"
Page 1 of 2



/// EASEMENT AREA

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92-14930C

LEGAL DESCRIPTION:

A 66.00 foot wide strip of land through a part of Lot 13 of the 180th Street Storage Park situated in the North Half of the Southwest Quarter (N½SW¼) and the South Half of the Northwest Quarter (S½NW¼) of Section 16, Township 14 North, Range 11 East, Sarpy County, Nebraska. The centerline of said 66.00 foot wide strip of land being more particularly described as follows: Commencing at the northeast corner of said Lot 13; thence N89°55'14"W (assumed bearing) on the North line of said Lot 13 a distance of 58.00 feet to the point of beginning; thence S00°02'06"W a distance of 272.90 feet; thence S00°27'45"W a distance of 187.10 feet to the South line of said Lot 13 and the point of termination of this description with outer limits of said 66.00 foot wide strip of land extended to meet the North and South lines of said Lot 13. Said point of termination being 61.68 feet West of the south-east corner of said Lot 13.

EXHIBIT "A"

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