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CASS COUNTY, NE.

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David Johnson

REGISTER OF DEEDS

Doc # 6904 \$ 10.50

COMPARED

40102-387
40103-389
40104-387

Document Prepared by/Return to: Josh Kritenbrink 402-398-7618
Northern Natural Gas Company, 1111 South 103rd Street, Omaha, NE 68124-1000

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 6th day of November, 2007, 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 WILES BROS., INC., a Nebraska corporation (hereinafter referred to as "Owner", whether one or more).

WITNESSETH THAT:

WHEREAS, Northern is the holder of an easement granted by James Elbert Wiles and Oglala Opal Wiles, husband and wife, on the 5th day of January, 1950, covering the following described premises in Cass County, Nebraska:

The Southwest Quarter (SW¹/₄), the South Half of the Northwest Quarter (S¹/₂NW¹/₄), the Northwest Quarter of the Southeast Quarter (NW¹/₄SE¹/₄), and Lot 4 in the Southwest Quarter of the Northeast Quarter (SW¹/₄NE¹/₄), all in Section 25, Township 12 North, Range 13 East; and

which easement was recorded the the 20th day of May, 1950, in Book Y of Misc. Records, at Page 696, in and for Cass County, Nebraska (hereinafter referred as "Easement" whether one or more); and

WHEREAS, pursuant to the authority contained in the Easement, Northern has constructed and currently operates and maintains a 26-inch pipeline (NEM40102), 30-inch pipeline (NEM40103), and a 30-inch pipeline (NEM40104) through and across the premises above-described; and

WHEREAS, Owner is present owner of the above described premises (hereinafter referred to as "Owned Premises").

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 three strips of land 120 feet in width, the centerline of which strips shall be the present location of Northern's existing 26-inch pipeline (NEM40102), 30-inch pipeline (NEM40103), and 30-inch pipeline (NEM40104) (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.

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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"
NORTHERN NATURAL GAS COMPANY

"OWNER"
WILES BROS., INC.

By Glen R. Hass

Glen R. Hass
Agent and Attorney-in-Fact

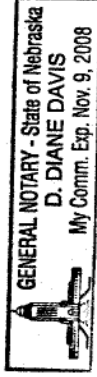
By Marvin C. Wiles

Name Marvin C. Wiles
Title Pres

STATE OF Nebraska)
)SS
COUNTY OF Cass)

The foregoing instrument was acknowledged before me this 6 day of November, 2007, by Marvin C. Wiles, President, for Wiles Bros., Inc., a Nebraska corporation, on behalf of the corporation.

(SEAL)

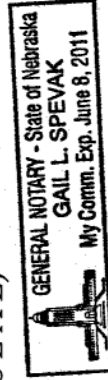


D. Diane Davis
Notary Public
My Commission Expires 11-9-2008

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 26th day of November, 2007, by Glen R. Hass, Agent and Attorney-in-Fact, for Northern Natural Gas Company, a Delaware corporation, on behalf of the corporation.

(SEAL)



Gail L. Spevak
Notary Public
My Commission Expires 6/8/11