

FILED SARPY CO. NE.
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Glenn J. Dowling
REGISTER OF DEEDS

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Document Prepared by/Returned to: Northern Natural Gas Co., ATTN: ROW Dept., P.O. Box 3330, Omaha, NE 68103-0330

49301-42

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 9th day of May, 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 MARIE LUCILLE WIESE, an unmarried widow (hereinafter referred to as "Owner").

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by Hans P. Steenbock, et al on the 22nd Day of January, 1962 covering the following described premises in Sarpy County, Nebraska:

The East Half (E½) Section Sixteen (16), Township Thirteen (13) North, Range Eleven (11) East; and

which Easement was recorded the 9th day of March, 1962, in Book 29/Misc., at Page 405, in and for Sarpy County, Nebraska (hereinafter referred to 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 (E1/2) of Section Sixteen (16), Township Thirteen (13) North, Range Eleven (11) East; and

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 50-feet in width, the centerline of which strip shall be the present location of Northern's existing 16-inch pipeline NEB 49301 (hereinafter referred to as "Pipeline Right-of-Way"). Additionally, for construction, repair, removal, replacement and maintenance purposes, the easement strip of land is extended to 86-feet in width, the centerline of which strip shall be the present location of Northern's existing 16-inch pipeline NEB 49301; it being understood and agreed that any pipeline constructed or installed pursuant to the Easement shall at all times be located within the foregoing 50-foot strip.

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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 which shall not be unreasonably withheld. 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). Such markings shall be located in areas on the Pipeline Right-of-Way which will not impede or interfere with tillage for agricultural purposes.

5. That in conducting any operations of work hereunder that entails excavation of soil, Northern shall separate and replace topsoil pursuant to applicable regulations promulgated by the Federal Energy Regulatory Commission, or other regulatory body having lawful authority to regulate such activities of Northern.

6. That except as expressly modified or amended in this agreement, the terms, provisions, and conditions of the Easement (granted by Hans B. Steenbock) shall remain the same.

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

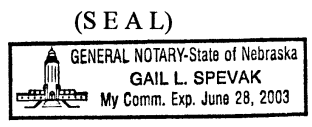
Marie Lucille Wiese
Marie Lucille Wiese

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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 12th day of May, 2003, by Glen R. Hass the Agent and Attorney-in-Fact of *Northern Natural Gas Company*.



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

STATE OF)
)SS
COUNTY OF)

The foregoing instrument was acknowledged before me, a Notary Public duly commissioned and qualified in and for said county and state, on this 9th day of May, 2003, by Marie Lucille Wiese, an unmarried widow..

(SEAL)

Charles P. Fike
Notary Public
My Commission Expires _____

