

MODIFICATION AND AMENDMENT OF EASEMENT

THIS INSTRUMENT, made and entered into as of the _____ day of July, 1961, by and between _____
Homes Co., _____

Grantor, and NORTHERN NATURAL GAS COMPANY, a Delaware corporation,
hereinafter referred to as Grantee.

WITNESSETH THIS:

WHEREAS, there has heretofore been granted an easement, known as _____
to Grantee covering the following described premises, to-wit:
Nebraska:

The North Half of the Northwest Quarter
of Section 35, Township 14 North, Range 12 East, Sarpy County,
Nebraska, containing 75 acres more or less.

which easement grant has been recorded in the office of the Register of Deeds for Sarpy County, Nebraska.

WHEREAS,

Grantor has assigned to Grantee the right to install and maintain a natural gas pipeline through and across the above described premises.

WHEREAS,

Grantor has subdivided the above described premises into a subdivision known as "Honey Hills Addition" and has reserved the west Quarter (1/4) of the Northwest Quarter (NW 1/4) of Section 35, Township 14 North, Range 12 East, Sarpy County, Nebraska, and has conveyed the same to _____ with respect to the North Half of the Northwest Quarter of Section 35, Township 14 North, Range 12 East, Sarpy County, Nebraska.

WHEREAS,

the parties hereto desire to modify and amend said easement grant in certain respects.

NOW, THEREFORE,

in consideration of the covenants and agreements hereinbefore set forth, it is covenanted and agreed between the parties hereto as follows:

Filed for Record in the Office of the Register of Deeds for Sarpy County, Nebraska, on July 19, 1961, at 10:44 A.M. by _____

28-558

28-558

1. Grantee shall and by these presents does restrict its easement only as it pertains to the North Half of the Northwest Quarter (N/2 of NW/4) of Section 35, Township 14 North, Range 13 East, Sarpy County, Nebraska, to a strip of land 80 feet in width, the centerline of which shall be Grantee's present 8" natural gas pipeline, which strip of land is more particularly described as follows:

Beginning at a point 159.93 feet North $8^{\circ} 5' 24''$ West (assumed bearing) of the Southeast corner of the Northeast Quarter of the Northwest Quarter (NE/4 of NW/4) of Section 35, thence South $74^{\circ} 23' 35''$ West, 40 feet South of and parallel to the 8 inch pipeline a distance of 368.86 feet thence North $82^{\circ} 12' 24''$ West, 40 feet South of and parallel to the 8 inch pipeline a distance of 368.86 feet thence North $82^{\circ} 12' 24''$ West, 40 feet South of and parallel to the 8 inch pipeline a distance of 368.86 feet thence South $74^{\circ} 23' 35''$ West, 40 feet to the Southeast corner of the Northeast Quarter of the Northwest Quarter (NE/4 of NW/4) of Section 35, thence North $82^{\circ} 12' 24''$ West, 40 feet to the Southeast corner of the Northwest Quarter of Section 35, Township 14 North, Range 13 East of the Sarpy County, Nebraska.

Grantee shall and by these presents does hereby release from the premises described herein the North Half of the Northwest Quarter (N/2 of NW/4) of Section 35, Township 14 North, Range 13 East, Sarpy County, Nebraska, EXCEPT for the strip of land 80 feet in width described in paragraph 1 above, and EXCEPT for Tax Lot 7 "B3", upon which strip and tax lot said easement grant is retained.

3. That Grantor shall not build, create, construct, nor allow to be built, created or constructed, any building or other structure anywhere on the strip of land upon which Grantee has received its easement rights nor upon any property located within 20 feet on either side of the strip upon which Grantee has received its easement rights, which strip is described in paragraph 1 above.

28-559

4. Notwithstanding any limitations stated or implied in the original easement grant, Grantee shall and by these presents does have the right, privilege and authority to lay, construct, maintain, operate, inspect, alter, repair, remove, change the size of or replace at any time or from time to time, one or more additional pipelines at such locations upon the strip of land described in paragraph 1 as it may choose. For each additional line which Grantee constructs upon said strip of land, it shall pay Grantor the consideration agreed to in the original easement grant within a reasonable time subsequent to the completion of the construction thereon.

5. That said easement grant hereinbefore described, as herein modified and amended, shall remain in full force and effect as to the strip of land described in paragraph 1 above and shown on the attached plat, and as to Tax Lot 7 "B3".

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 agreement the day and year first above written.

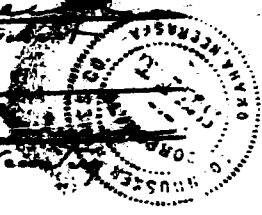
GRANTEE
NORTHERN NATURAL GAS COMPANY
By W. J. [Signature]
Vice President
Attest: M. C. [Signature]
Assistant Secretary

GRANTOR
Carthage Homes Co.
[Signature]
[Signature]

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 21 day of July, A.D., 1961, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came W. J. [Signature], Vice President, and M. C. [Signature], Assistant Secretary of NORTHERN NATURAL GAS COMPANY, who are personally known to me to be the identical persons whose names are affixed to the above instrument as Vice President and Assistant Secretary of said corporation, and they acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

WITNESS my hand and official seal at [Signature], in said county and state, the date aforesaid.
[Signature]
Notary Public



MISCELLANEOUS 2 8

28-560

STATE OF Nebraska)
COUNTY OF Douglas) ss.

On this 10th day of August, A.D., 1961,
before me a Notary Public duly commissioned and qualified in and for said
county and state, personally came Don Douglas
President, and W. L. Johnson Bill Secretary of _____
Cochran, who are personally
known to me to be the identical persons whose names are affixed to the
above instrument as President and Secretary of said corporation, and they
acknowledged the said instrument to be their free and voluntary act and
deed and the free and voluntary act and deed of said corporation.

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



J. T. [Signature]
Notary Public
My Commission expires 3/1/65

MISCELLANEOUS 2 8