

This Instrument Draft  
And To Be Returned To  
Right-of-Way Department  
Northern Natural Gas  
P. O. Box 3330  
Omaha, Nebraska 6810



RECEIVED

DEC 10 4 04 PM '96

EDMUND J. BUGLEWICZ  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NE

493-1-67

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DEL C/O COMP MI-15922  
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MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 14 day of Sept, 1996, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation (hereinafter referred to as "Northern"), and ELLIOTT EVANS CONSTRUCTION, INC. (hereinafter referred to as "Owner").

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by John H. Siert and Celia Siert on the 20th day of July, 1962, covering the following described premises in Douglas County, Nebraska:

- ✓ Beginning at a point on the centerline of the Omaha 3rd Branch Line 40' North of and 2570' East of the southwest corner of Section 4, Township 14 North, Range 11 East, thence bearing N0°-0'E a distance of 403', thence bearing N0°-40'E a distance of 2206' to the west quarter line of the Section and the point of termination, said point of termination being 2579' East of the west quarter corner of the Section;

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which Easement was recorded the 30th day of July, 1962, in Book 384 of Miscellaneous at Page 225 in the Office of the Register of Deeds for Douglas 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"):

- ✓ Lot 20 of the Hawthorne Subdivision in the Southwest Quarter of Section 4, Township 14 North, Range 11 East.

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 modify its right-of-way under the Easement across the Owned Premises from a 60 foot centerline strip to a strip of land from 20 feet westerly to 40 feet easterly of the 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, within which Pipeline Right-Of-Way said 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, excepting therefrom the existing subdivision streets, 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, and, to the extent that written consent has not been given under the terms of a separate recorded agreement between Owner and Northern permitting certain limited use by Owner of Northern's Pipeline Right-of-Way, 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 within the Pipeline Right-of-Way by keeping the Pipeline Right-of-Way clear of such trees, brush, undergrowth, buildings, structures, improvements, and other obstructions in the exercise of its rights hereunder; provided, however, if fences are, or have been, constructed across the Pipeline Right-Of-Way, gates will be installed on both sides of the Pipeline Right-Of-Way, and these gates shall remain unlocked at all times.

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

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

By David W. Simulain

By Elliott Edens

Title Agent and Attorney-In-Fact

Title Pres Elliott Edens Const, Inc

STATE OF TEXAS )

)SS  
COUNTY OF HARRIS) 18th

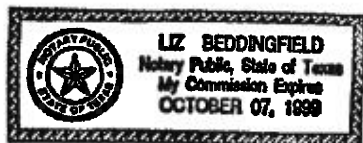
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On this 14th day of Sept, 1996, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came David W Sinclair, the Agent and Attorney-in-Fact of Northern Natural Gas Company, who is personally known to 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.

(S E A L)

Liz Beddingfield  
Notary Public  
My Commission Expires Oct 7, 1999



STATE OF )

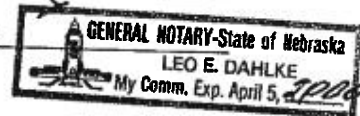
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COUNTY OF )

On this 14th day of Sept, 1996, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came Elliott Evans, the Pres. of Elliott Evans Construction, Inc., 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 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 Omaha, in said county and state, the date aforesaid.

(S E A L)

Leo E Dahlke  
Notary Public  
My Commission Expires



NOTARIAL SEAL AFFIXED  
REGISTER OF DEEDS