

38134

This Instrument Drafted by
And To Be Returned To:
Right-of-Way Department
Northern Natural Gas Company
P.O. Box 3330
Omaha, Nebraska 68103

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2001-38134
2001 NOV 19 P 12:04
Sharon J. Dowling
REGISTER OF DEEDS

Counter KM
Verify sw
D.E. sw
Proof sw
Fee \$ 75.50
Ok Cash Chg
881

48701-38

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 1st day of October, 2001 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 CELEBRITY HOMES, 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 D. Haney, et ux, on the 21st day of February, 1951, covering the following described premises in Sarpy County, Nebraska:

The North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) and the South Half of the Southwest Quarter of the Northwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 34, Township 14 North, Range 12 East,

which Easement was recorded the 23rd day of August, 1951, as Document No. 1346, in Book 15 of Misc. at Page 39, in and for Sarpy County, Nebraska (hereinafter referred as "Easement"); and

WHEREAS, pursuant to the authority contained in the Easement, Northern has constructed and currently operates and maintains, 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"):

A tract of land located in the South Half of the Southwest Quarter of the Northwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$) and the North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) all in Section 34, Township 14 North, Range 12 East in Sarpy County, Nebraska, being more particularly described as follows: BEGINNING at the Northwest corner of said N $\frac{1}{2}$ SW $\frac{1}{4}$; thence N00°14'09"E (assumed bearing), 662.85 feet on the West line of said S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ to the Northwest corner of said S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence N89°59'45"E, 718.63 feet on the North line of said S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence Southeasterly on the Southerly right of way line of State Highway No. 370 for the next 7 courses: 1) S51°09'55"E, 191.66 feet, 2) S57°57'01"E, 528.85 feet, 3) S68°22'57"E, 705.09 feet, 4) S68°21'25"E, 346.23 feet, 5) S87°30'49"E, 239.78 feet, 6) S09°46'00"E, 403.52 feet, 7) N89°54'54"E, 33.00 feet to a point on the East line of said N $\frac{1}{2}$ SW $\frac{1}{4}$; thence S00°01'49"E, 786.53 feet on the East line of said N $\frac{1}{2}$ SW $\frac{1}{4}$ to the Southeast corner of said N $\frac{1}{2}$ SW $\frac{1}{4}$; thence N89°58'58"W, 2594.72 feet on the South line of said N $\frac{1}{2}$ SW $\frac{1}{4}$; thence N00°18'27"E, 380.61 feet, 50.00 feet East of and parallel with the West line of said N $\frac{1}{2}$ SW $\frac{1}{4}$; thence N89°41'33"W, 17.00 feet; thence N00°18'27"E, 200.00 feet, 33.00 feet East of and parallel with the West line of said N $\frac{1}{2}$ SW $\frac{1}{4}$; thence N89°41'33"W, 33.00 feet to a point on the West line of said N $\frac{1}{2}$ SW $\frac{1}{4}$; thence N00°18'27"E, 738.30 feet on the West line of said N $\frac{1}{2}$ SW $\frac{1}{4}$ to the point of beginning, subject to county road right of way.

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.

38134

2001-38134A

48701-38

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 to a strip of land 90 feet in width, the centerline of which strip shall be the present location of Northern's 16-inch 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, 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. 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"

"OWNERS"

NORTHERN NATURAL GAS COMPANY

CELEBRITY HOMES

By Johnny W. McGee
Johnny W. McGee
Agent and Attorney-in-Fact

By Gale L. Larsen
Gale L. Larsen
President

2001-38134 B

48701-38

STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

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 Nov, 2001, by Johnny W. McGee, the Agent and Attorney-in-Fact of Northern Natural Gas Company.



Liz Beddingfield
Notary Public
My Commission Expires _____

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 1st day of October, 2001 by Gurle L. Larsen

(SEAL)



Loren Johnson
Notary Public
My Commission Expires Oct. 30, 2001