

This Instrument Drafted By: (E)  
Right-of-Way Department  
Northern Natural Gas Company  
P. O. Box 3330  
Omaha, Nebraska 68103-0330

94-19092  
INSTRUMENT NUMBER  
94-19092

94 AUG 25 AM 11:17

Carol A. Blavin  
REGISTER OF DEEDS

Proof	W
D.E.	V
Verify	Q
Filmed	
Checked	
Fee \$	20.50

480-1-32  
484-1-0  
484-1-1

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 22nd day of July, 1994, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation (hereinafter referred to as "Northern"), and DONALD M. VERVAECKE, as an individual and as Trustee of the Vervaecke Irrevocable Trust (hereinafter referred to as "Owner").

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by Laura LaDuke, et al., on the 16th day of December, 1931, and an Easement granted by Francis Miller on the 30th day of January, 1939, covering the following described premises in Sarpy County, Nebraska:

The East Half of the Southeast Quarter of Section 21, Township 14 North, Range 13 East, except the North 3 rods thereof;

which Easements were recorded the 22nd day of January, 1932, in Book 8 of Miscellaneous at Page 240, and the 1st day of February, 1939, in Book 10 of Miscellaneous at Page 52, respectively; in the Office of the Register of Deeds for Sarpy County, Nebraska; and Northern is the holder of an Easement granted by Mollie Fritz and Fred Fritz on the 24th day of June, 1938, covering the following described premises in Sarpy County, Nebraska:

Tax Lot 7A1 and the West Half of the Southeast Quarter of Section 21, Township 14 North, Range 13 East;

which Easement was recorded the 9th day of July, 1938, in Book 9 of Miscellaneous at Page 655; all in the Office of the Register of Deeds for Sarpy County, Nebraska (hereinafter referred to as "Easements"); and

WHEREAS, pursuant to the authority contained in the Easements, Northern has constructed and currently operates and maintains a 16-inch pipeline and a 4-inch pipeline through and across the premises above-described; and

WHEREAS, of the premises described in the Easements, Owner is present owner of the following described premises (hereinafter referred to as "Owned Premises"):

The East Half of the Southeast Quarter except Tax Lots 17 and 18 lying West of 25th Street; and the West Half of the Southeast Quarter except Tax Lots 15 and 18 lying East of Cedar Island Road; in Section 21, Township 14 North, Range 13 East.

WHEREAS, the parties hereto desire to more clearly define their rights under the Easements and further desire to modify and amend the Easements 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 Easements across the Owned Premises only to those strips of land as shown and described on Exhibit "A" attached hereto, and by this reference, made a part hereof.

2. That Northern shall, and by these presents does, hereby release from the Easements all of its rights in and to the Owned Premises EXCEPT the strips of land described in Paragraph 1 above, upon which strips the Easements are retained in full force and effect, with all rights (including, without limitation, multiple line rights) originally granted to Northern in the Easements.

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 on the land upon which Northern has reserved its Easement rights, without the written consent of Northern, and, to the extent that written permission has not been given, Northern shall have the right to clear and keep cleared from within the 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 right-of-way by keeping the right-of-way clear of such trees, brush, undergrowth, buildings, structures, 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 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. Amelais *DM*

Title Agent and Attorney-In-Fact

Donald M. Vervaecke

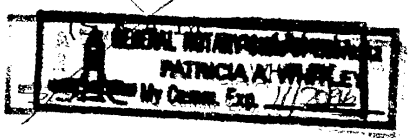
Donald M. Vervaecke, as an Individual and as Trustee of the Vervaecke Irrevocable Trust

480-1-32  
484-1-0  
484-1-1

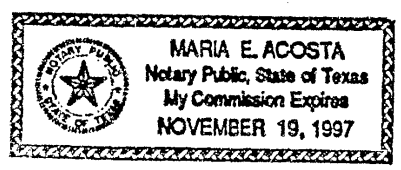
STATE OF TEXAS )  
                          )SS  
COUNTY OF HARRIS)

On this 22nd day of August, 1994, 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.



Maria E. Acosta  
Notary Public  
My Commission Expires 1/19/97

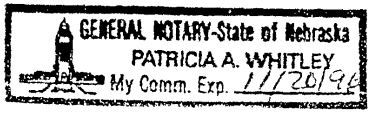


STATE OF Nebraska )  
  )SS  
COUNTY OF Douglas )

On this 22 day of July, 1994, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came Donald M. Verweeke, 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 Trust.

WITNESS my hand and official seal at Galston, in said county and state, the date aforesaid.

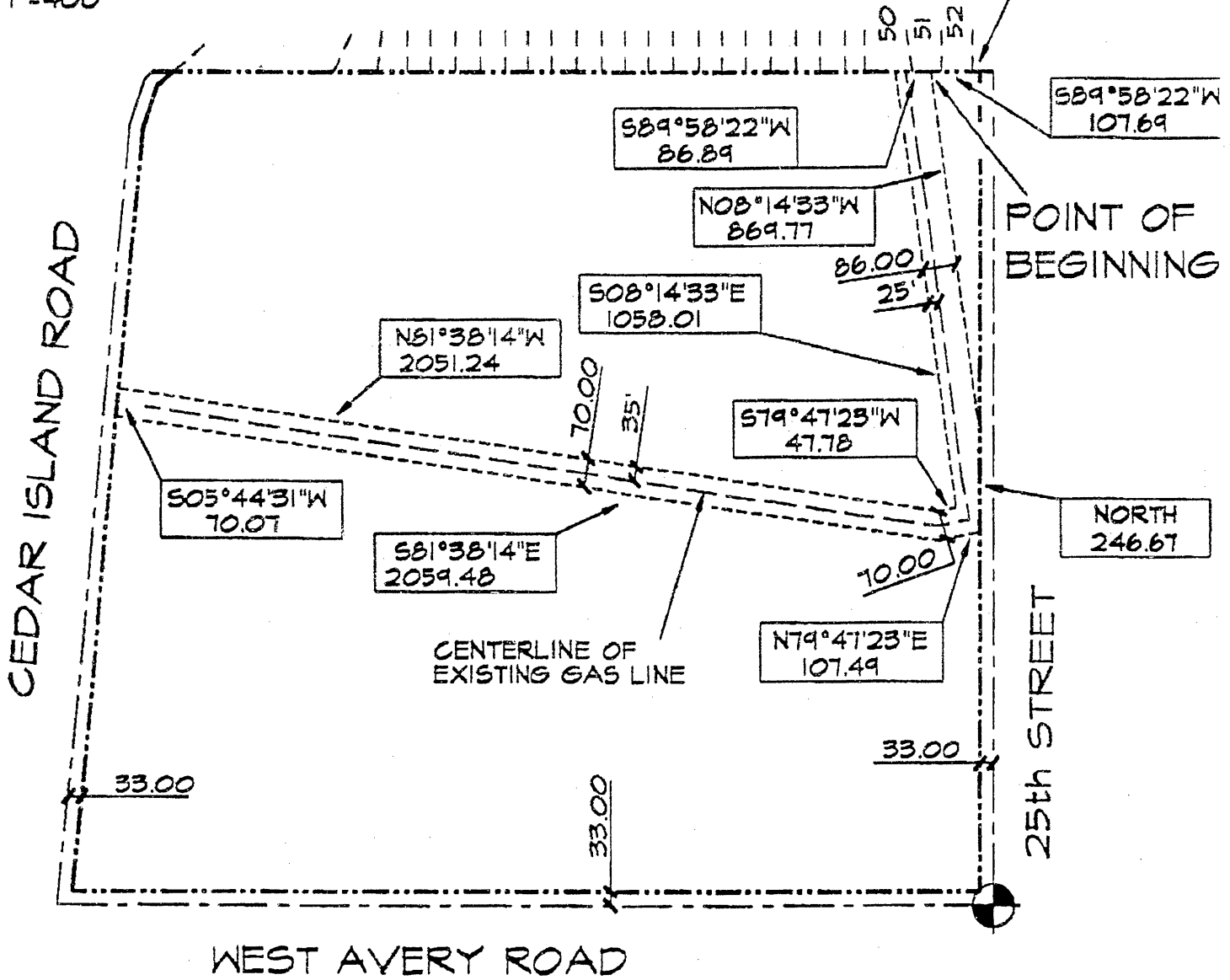
(S E AL)



Patricia A. Whitley  
Notary Public  
My Commission Expires 11/20/96

SUNRISE ADDITION

1"=400'



WEST AVERY ROAD

SE CORNER

SECTION 21-14-13

LEGAL DESCRIPTION OF EASEMENT

THAT PART OF THE SE 1/4 OF SECTION 21, T14N, R13E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF LOT 52, SUNRISE ADDITION, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SAID SARPY COUNTY; THENCE S 89°58'22" W (ASSUMED BEARING) 107.69 FEET ON THE SOUTH LINE OF LOTS 51 AND 52, SAID SUNRISE ADDITION, TO THE POINT OF BEGINNING; THENCE CONTINUING S 89°58'22" W 86.89 FEET ON THE SOUTH LINE OF LOTS 50 AND 51, SAID SUNRISE ADDITION; THENCE S 08°14'33" E 1058.01 FEET; THENCE S 79°47'23" W 47.78 FEET; THENCE N 81°38'14" W 2051.24 FEET TO THE EASTERLY LINE OF CEDAR ISLAND ROAD; THENCE S 05°44'31" W 70.07 FEET ON THE EASTERLY LINE OF SAID CEDAR ISLAND ROAD; THENCE S 81°38'14" E 2059.48 FEET; THENCE N 79°47'23" E 107.49 FEET TO THE WEST LINE OF 25TH STREET; THENCE NORTH 246.67 FEET ON THE WEST LINE OF SAID 25TH STREET; THENCE N 08°14'33" W 869.77 FEET TO THE POINT OF BEGINNING.