

State of : Nebraska
County of : Washington

Recording Requested By And
When Recorded Return To:

Northern Natural Gas Company
1400 Smith
Houston, Texas 77002
Attn: General Counsel

90 DEC 28 AM 9:44
11-20

Mail Tax Statements To:

Northern Natural Gas Company
P. O. Box 1188
Houston, Texas 77251-1188
Attn: Supervisor, Ad Valorem Tax

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

This Conveyance, Assignment and Bill of Sale (this "Conveyance"), effective as of December 31, 1990, at 11:20 p.m. Houston, Texas time (the "Effective Time"), is from **ENRON CORP.**, a Delaware corporation, (being the corporation formerly known as **NORTHERN NATURAL GAS COMPANY**, a Delaware corporation (herein called "Northern"), which by certificate of amendment filed with the Secretary of State of Delaware on or about March 28, 1980, changed its name to **INTERNORTH, INC.**, a Delaware corporation, which by certificate of amendment filed with the Secretary of State of Delaware on or about April 10, 1986, changed its name to **ENRON CORPORATION**, a Delaware corporation, which by certificate of amendment filed with the Secretary of State of Delaware on or about April 17, 1986, changed its name to **Enron Corp.**), with its general office at 1400 Smith, Houston, Texas 77002 (herein called "Grantor"), in favor of **NORTHERN NATURAL GAS COMPANY**, a Delaware corporation, with its general office at 1400 Smith, Houston, Texas 77002 and whose mailing address is P. O. Box 1188, Houston, Texas 77251-1188: Attn: General Counsel (herein called "Grantee").

Recorded _____
General _____
Numerical _____
Photostat _____

STATE OF NEBRASKA COUNTY OF WASHINGTON) ss *Handwritten*
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 28th DAY OF DECEMBER 19 90
AT 9:44 A.M. AND RECORDED IN BOOK
19 _____ AT PRESS _____
CLERK OF DISTRICT COURT
DEPUTY *Handwritten*

NEBRASKA DOCUMENTARY
STAMP TAX
Date *December 28, 1990*
\$ *441.09* By *Kamal*

WHEREAS, on or about February 20, 1937, INTERSTATE PRODUCTION COMPANY, a Delaware corporation, merged into Northern; on or about September 21, 1931, MISSOURI VALLEY PIPELINE COMPANY, a Delaware corporation, changed its name to Northern Gas and Pipeline Company; on or about February 20, 1937, NORTHERN FUEL SUPPLY COMPANY, a Delaware corporation, merged into Northern; on or about June 30, 1934, NORTHERN GAS AND PIPELINE COMPANY, a Delaware corporation, merged into Northern; and on or about December 30, 1960, PERMIAN BASIN PIPELINE COMPANY, a Delaware corporation, merged into Northern; and

WHEREAS, Grantor owns 100% of the issued and outstanding capital stock of Grantee and wishes to convey to Grantee, as a contribution to the capital of Grantee, the Subject Property, herein described, being a portion of the assets of Northern Natural Gas Company, a division of Grantor.

PART I

GRANTING AND HABENDUM CLAUSES

A. GRANTING AND HABENDUM CLAUSES.

For good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor hereby grants, bargains, assigns, conveys and delivers unto Grantee, its successors and assigns, all right, title, interest and estate of Grantor in and to the following described property, Save and Except any Excepted Property, herein defined, (collectively, the "Subject Property"):

1. Fee Lands. The tracts or parcels of land, interests in land and other interests, if any, described in Part I of Exhibit A hereto, (the "Fee Lands");
2. Pipelines. The pipelines described in Part II of Exhibit A hereto, and all extensions thereof and all additions thereto, whether or not expressly described herein, and all pipelines located on the Easements, herein defined, (the "Pipelines");
3. Easements. The easements, rights of way, servitudes, leases, surface leases, surface rights, interests in land, permits, licenses, grants affecting land, other interests, franchises, ordinances, orders, privileges, consents, condemnation judgments or awards, judgments on declaration of taking and judgments in trespass to try title and other judicial actions relating to title to land or interests in land, if any, described in Part III of Exhibit A hereto, and all amendments, corrections and restatements thereof and any other instruments granted in lieu of or in addition to the foregoing, if any, together with and including, without limitation, all easements, rights of way, servitudes, leases, surface leases,

surface rights, interests in land, permits, licenses, grants affecting land, other interests, franchises, ordinances, orders, privileges, consents, condemnation judgments or awards, judgments on declaration of taking, judgments in trespass to try title or other judicial actions, possessory and prescriptive rights, titles, interests and estates of Grantor, and its predecessors in interest, if any, relating or appurtenant to the Fee Lands and Pipelines, whether or not expressly described herein, including, without limitation, those relating or appurtenant to streets, alleys, roads, highways, railroads, rivers, canals, ditches, watercourses, bridges, State and National parks, forests and wilderness areas, public grounds and structures (the "Easements"); and

4. Other Interests.

a. The other interests, if any, described in Part IV of Exhibit A (the "Other Interests");

b. To the extent Grantor may convey the same under and pursuant to applicable law, all right, title, interest and estate of Grantor of any nature whatsoever in and to any lands and interests in land, together with all improvements, buildings, structures, pipelines, fixtures and appurtenances of every kind or nature thereon, if any, located in the jurisdictions listed on Part V of Exhibit A hereto;

c. With respect to any deed, assignment or conveyance from Grantor, or a predecessor in title of Grantor, as grantor, in favor of a third party, as grantee, including those shown in any Part of Exhibit A, which deeds, assignments and conveyances are or may be shown in the context of a "Save and Except" provision listing prior conveyances, (herein called "Prior Conveyance by Grantor"), all easements, rights-of-way and other rights, titles and interests, if any, reserved by Grantor, or a predecessor in title of Grantor, in such Prior Conveyance by Grantor;

d. The right, title and interest, if any, reserved by or granted to the Grantor, or a predecessor in title of Grantor, pursuant to the amendments, modification agreements, partial releases, quitclaims and other instruments, if any, relating to the properties and interests described elsewhere in this Conveyance, including those described in Part VI of Exhibit A (the "Amendments, Partial Releases and Other Instruments"). The Amendments, Partial Releases and Other Instruments are amendments, partial releases and other instruments heretofore executed and delivered by Grantor, or a predecessor in title of Grantor, relating to lands or instruments described elsewhere in this Conveyance; and

e. With respect to the property described in Items IA1 through and including IA4d above, all improvements, buildings, structures, pipelines, fixtures and appurtenances, if any, of every kind or nature located thereon, and all right, title, interest and estate, if any, of Grantor in and to any land adjacent or contiguous thereto, whether

or not expressly described herein, together with all stations, substations, pumping stations, meter stations, meter houses, regulator houses, pumps, meters, tanks, scrapers, cathodic or electric protection equipment, bypasses, regulators, drips, engines, pipes, gates, fittings, valves, connections, telephone and telegraph lines, radio towers, electric power lines, poles, wires, casings, headers, underground and aerial river crossings, appliances, fixtures, wells, caverns, underground storage facilities and formations and all gas and other minerals stored or located therein, terminals, rail or truck racks and all appurtenances of every kind and character, together with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to such property, or any part thereof, together with and including, without limitation, reversions, remainders, options, rents, revenues, issues, earnings, income, products and profits thereof, and all the right, title, interest and claim whatsoever, at law as well as in equity, of Grantor in and to the above described property from and after the Effective Time;

SAVE AND EXCEPT from the property described in Items IA1 through and including IA4 above, the property and interests, if any, described in Exhibit B hereto (herein called the "Excepted Property").

TO HAVE AND TO HOLD the Subject Property, subject to the terms and conditions hereof, unto Grantee, its successors and assigns, forever.

PART II

OTHER TERMS AND CONDITIONS

A. PERMITTED ENCUMBRANCES.

This Conveyance is made and accepted expressly subject to (a) the Amendments, Partial Releases and Other Instruments; (b) all recorded and unrecorded liens, charges, easements, rights-of-way, encumbrances, contracts, agreements, instruments, obligations, defects, interests, options and preferential rights to purchase and all laws, rules, regulations, ordinances, judgments and orders of governmental authorities or tribunals having or asserting jurisdiction over the Subject Property or the business and operations conducted thereon, in each case to the extent the same are valid, enforceable and affect the Subject Property; (c) all matters that a current survey or visual inspection, including probing for pipelines, would reflect and (d) the Assumed Obligations, herein defined.

B. ASSUMPTION OF THE ASSUMED OBLIGATIONS; INDEMNIFICATION BY GRANTEE.

1. "Assumed Obligations" shall mean all debts, obligations and liabilities of Grantor, if any, relating to the Subject Property attributable to all periods prior to, at and

after the Effective Time, of whatever nature, however evidenced, whether actual or contingent, whether known or unknown, whether arising under contract or tort or under the laws, ordinances, rules, regulations, orders or judgments of governmental, regulatory and judicial authorities having or asserting jurisdiction over the Subject Property or otherwise.

2. Subject to the other provisions of this Conveyance, Grantee hereby assumes and agrees to perform, pay or discharge the Assumed Obligations, to the full extent that Grantor is obligated, or in the absence of this Conveyance would be obligated, to perform, pay or discharge such obligations. Without limiting the generality of the preceding sentence, Grantee agrees to protect, defend, indemnify and hold harmless Grantor in all respects relating to the Assumed Obligations, even as to matters caused by or resulting from Grantor's sole, joint, concurrent or contributory negligence, including, without limitation, all investigative costs, litigation costs (including, without limitation, attorneys' fees, court costs and other costs of suit) and all other costs and expenses relating to the foregoing, excluding only matters constituting the breach of or the failure to perform or satisfy any representation, warranty, covenant or agreement made by Grantor in connection with this Conveyance.

3. To make a claim hereunder, Grantor shall give notice to Grantee of the claim, together with a brief summary of such information with respect to such claim as is then reasonably available to Grantor. Upon such notification, Grantee shall undertake, at Grantee's expense, to defend or otherwise dispose of such claim and any litigation in connection therewith and to pay the amount of any final judgment rendered against Grantor or any settlement. Grantee shall be entitled to direct the defense through legal counsel of its choice with full cooperation of Grantor and to settle or otherwise dispose of the claim or litigation as it shall see fit; provided that Grantor may participate in such defense by advisory counsel selected by Grantor and at Grantor's expense. Grantor shall not settle any such asserted claim without the consent of Grantee.

C. DISCLAIMER OF WARRANTIES; SUBROGATION.

1. This Conveyance is made without warranty of title, express, implied or statutory, and without recourse, but with full substitution and subrogation of Grantee, and all persons claiming by, through and under Grantee, to the extent assignable, in and to all covenants and warranties by Grantor's predecessors in title and with full subrogation of all rights accruing under applicable statutes of limitation and all rights of action of warranty against all former owners of the Subject Property.

2. Grantee and Grantor agree that the disclaimers contained in this Section are "conspicuous" disclaimers. The Subject Property is conveyed to Grantee without recourse, covenant or warranty of any kind, express, implied or statutory. **WITHOUT LIMITING THE OTHER EXPRESS PROVISIONS HEREOF, GRANTEE SPECIFICALLY**

AGREES THAT GRANTOR IS CONVEYING THE SUBJECT PROPERTY "AS-IS", WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED (ALL OF WHICH GRANTOR HEREBY DISCLAIMS), AS TO (i) TITLE, (ii) TRANSFERABILITY, (iii) FITNESS FOR ANY PARTICULAR PURPOSES, MERCHANTABILITY, DESIGN OR QUALITY, (iv) COMPLIANCE WITH SPECIFICATIONS, CONDITIONS, OPERATION, (v) FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, OR ABSENCE OF LATENT DEFECTS, OR (vi) ANY OTHER MATTER WHATSOEVER. TO THE EXTENT APPLICABLE (AND WITHOUT ADMITTING SUCH APPLICABILITY), GRANTEE ALSO HEREBY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41, ET SEQ. (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), TEX. BUS. & COM. CODE, AND ALL SIMILAR LAWS IN OTHER JURISDICTIONS. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY GRANTEE AND GRANTOR AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS OR WARRANTIES OF GRANTOR, EITHER EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE SUBJECT PROPERTY THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH HEREIN.

3. Any covenants implied by statute or law by the use of the words "grant", "bargain", "assign", "convey" or "deliver", or any of them or any other words used in this Conveyance (including the covenant implied under Section 5.023 of the Texas Property Code) are hereby expressly disclaimed, waived and negated.

D. FURTHER ASSURANCES.

Grantor and Grantee agree to take all such further actions and to execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purpose of this Conveyance. So long as authorized by applicable law so to do, Grantor agrees to execute, acknowledge and deliver to Grantee all such other additional instruments, notices, affidavits, deeds, conveyances, assignments and other documents and to do all such other and further acts and things as may be necessary or useful to more fully and effectively grant, bargain, assign, convey and deliver to Grantee the Subject Property conveyed hereby or intended so to be conveyed. In particular, without limitation, in the event that any Exhibit to this Conveyance omits to describe or inadequately or incorrectly describes any lands or interests in lands intended by Grantor to be conveyed to Grantee or excepted or reserved to Grantor hereby, Grantor shall execute such additional instruments as may be necessary or appropriate to supply or correct such descriptions and to effect such additional conveyance or reservation.

E. CONSENTS; RESTRICTION ON ASSIGNMENT.

If there are prohibitions against or conditions to the conveyance of one or more portions of the Subject Property without the prior written consent of third parties (other than consents of a ministerial nature which are normally granted in the ordinary course of business), which, if not satisfied, would result in a breach thereof by Grantor or would give an outside party the right to terminate Grantor's or Grantee's rights with respect to such portion of the Subject Property (herein called a "Restriction"), then any provisions contained in this Conveyance to the contrary notwithstanding, the transfer of title through this Conveyance shall not become effective with respect to such portion of the Subject Property unless and until such Restriction is satisfied or waived by the parties hereto. When and if such Restriction is satisfied or waived, the assignment of such portion of the Subject Property shall become effective automatically as of the Effective Time, without further action on the part of Grantor. If such Restriction is not satisfied or waived by the parties hereto within twenty-one (21) years after the death of the last to die of all descendants of the late Theodore H. Roosevelt, late President of the United States, who are living on the date this Conveyance is executed as reflected below, the transfer to Grantee of such portion of the Subject Property, if any, affected by such Restriction shall be null and void. Grantor and Grantee agree to use reasonable efforts to obtain satisfaction of any Restriction.

F. SEPARATE TRANSFERS.

Grantor, or Grantor and Grantee, may have executed and delivered, or may execute and deliver, certain separate transfers of individual lands, easements or instruments, which are included in the Subject Property, for filing with and approval by the United States of America and other governmental entities and agencies. Said separate transfers, if any, and this Conveyance shall, when taken together, be deemed to constitute the one Conveyance by Grantor of the applicable portion of the Subject Property. Said separate transfers, if any, to the extent required by law, shall be on forms prescribed, or may otherwise be on forms suggested, by said governmental entities and agencies. Said separate transfers, if any, are not intended to modify, and shall not modify, any of the terms, covenants and warranties set forth herein and are not intended to create, and shall not create, any additional covenants and warranties of or by Grantor to Grantee. Said separate transfers, if any, shall be deemed to contain all of the terms and provisions of this Conveyance, as fully and to all intents and purposes as though the same were set forth at length in said separate transfer. This Conveyance, insofar as it pertains to any portion of the Subject Property as to which said separate transfers have been, or will be, executed for filing with and approval by the United States of America, or any other governmental entity or agency, is made and accepted subject to the approval of the United States of America or other appropriate governmental entities and agencies and to the terms of such approval, if and to the extent required by law.

PART III

MISCELLANEOUS

A. SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARY.

This Conveyance shall bind and inure to the benefit of Grantor and Grantee and their respective successors and assigns, but shall never be deemed to inure to the benefit of or be enforceable by any other party. Grantee, and any transferee of Grantee, may transfer any or all of the Subject Property, and the provisions hereof shall bind and benefit such transferee, with respect to the portion of the Subject Property so transferred, as if such transferee were Grantee.

B. GOVERNING LAW.

THIS CONVEYANCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT IT IS MANDATORY THAT THE LAW OF THE JURISDICTION WHEREIN THE SUBJECT PROPERTY IS LOCATED SHALL APPLY.

C. THE EXHIBITS.

Reference is made to Exhibits A and B, which are attached hereto and made a part hereof for all purposes. Reference in the Exhibits to an instrument on file in the public records is made for all purposes, but shall not imply that such instrument is valid, binding or enforceable or affects the Subject Property or creates any right, title, interest or claim in favor of any party other than Grantee.

D. HEADINGS.

Headings are included in this Conveyance for convenience and shall not define, limit, extend, or describe the scope or intent of any provision.

E. COUNTERPARTS.

This Conveyance may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

28 15

WITNESS THE EXECUTION HEREOF on the 14th day of December 1990, effective as of the Effective Time.

ENRON CORP.,
a Delaware corporation

(Corporate Seal)



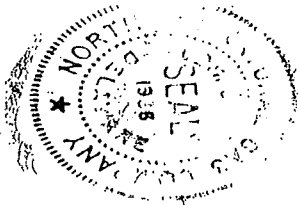
By: *Robert J. Hermann*
Robert J. Hermann
Vice President - Tax

Attest: *Elaine V. Overturf*
Elaine V. Overturf
Deputy Corporate Secretary

GRANTOR

NORTHERN NATURAL GAS COMPANY,
a Delaware corporation

(Corporate Seal)



By: *Peggy B. Menchaca*
Peggy B. Menchaca
Vice President and Secretary

Attest: *Elaine V. Overturf*
Elaine V. Overturf
Deputy Corporate Secretary

GRANTEE

Attachments: Exhibit A: Subject Property
Exhibit B: Excepted Property

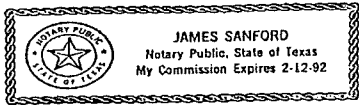
G:\ENR-NNG\CONVEY\WEZ7.CON SSM 12-11-90 11:35am

20 15

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing Conveyance, Assignment and Bill of Sale was acknowledged before me on December ~~14~~ 14, 1990, by Robert J. Hermann as Vice President - Tax of ENRON CORP., a Delaware corporation, on behalf of said corporation.

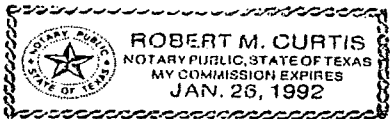


[Signature]
Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing Conveyance, Assignment and Bill of Sale was acknowledged before me on December 14, 1990, by Peggy B. Menchaca as Vice President and Secretary of NORTHERN NATURAL GAS COMPANY, a Delaware corporation, on behalf of said corporation.



Robert M. Curtis
Notary Public in and for the
State of Texas

20 15

PREAMBLE TO EXHIBIT A TO
CONVEYANCE, ASSIGNMENT AND BILL OF SALE

from Enron Corp., as Grantor, to
Northern Natural Gas Company, as Grantee

1. Definitions. For purposes of this Preamble, unless the context otherwise requires, all terms employed herein that are defined in the Conveyance, Assignment and Bill of Sale to which the Exhibit, herein defined, is attached (the "Conveyance") shall have the meaning stated in the Conveyance.

2. The Preamble. This Preamble constitutes part of Exhibit A to the Conveyance (the "Exhibit"). The Exhibit is divided into six parts (singularly, "Part" and, collectively, "Parts"), as follows:

- Part I - Description of the Fee Lands.
- Part II - Description of the Pipelines.
- Part III - Description of the Easements.
- Part IV - Description of the Other Interests.
- Part V - Jurisdictions.
- Part VI - Amendments, Partial Releases and Other Instruments.

If none of the Subject Property of the classification covered by a Part is located in a given county, parish or recording jurisdiction or is intended to be conveyed by the Conveyance, such Part may be omitted from the Exhibit, may not be completed or may be marked "none".

In some instances, more than one Conveyance will be filed within a given county, parish or recording jurisdiction. In such event, Exhibit A to each such Conveyance will describe part, but not all, of the Subject Property located within such county, parish or recording jurisdiction. In addition, in some instances, certain portions of the Subject Property may be described in each such Conveyance.

If any portion of the Subject Property described in a Conveyance is located in two or more counties, parishes or recording jurisdictions, the description of such portion of the

Subject Property will be included in a Conveyance relating to both counties, parishes or recording jurisdictions.

If an easement or other instrument referred to in the Exhibit is a short form or a recording memorandum of an easement or other instrument, the description shall be deemed to include the short form or recording memorandum and also the easement or other instrument referred to therein.

The classification of the Subject Property herein as Part I (Fee Lands), Part II (Pipelines), Part III (Easements) and Part IV (Other Interests) is solely for convenience of reference. It is the intent of Grantor to convey all right, title, interest and estate of Grantor to Grantee, its successors and assigns, as to all of the Subject Property, regardless of its classification herein. Accordingly, without limiting the preceding sentences, neither the inclusion of an easement or conveyance of an interest other than fee title in Part I (Fee Lands), the inclusion of a deed conveying only fee title in Part III (Easements) or Part IV (Other Interests) nor any other misclassification shall be deemed to limit or defeat the conveyance by Grantor to Grantee, its successors or assigns, of Grantor's right, title, interest or estate in any lands, interest in land, easements, conveyances or deeds or other interest, wherever included in the Exhibit and however classified, excluding only an express reservation or exception. Any inconsistency, ambiguity or defect in the description of the lands, easements or instruments described herein shall be resolved in favor of the correct and valid description.

3. Format of Parts I, III, IV and VI. The format of Parts I (Fee Lands), III (Easements), IV (Other Interests) and VI (Amendments, Partial Releases and Other Instruments) of the Exhibit is as follows:

Heading:

Identification of the Part as Part I, III, IV or VI. The state and county, parish or recording jurisdiction where the applicable portion of the Subject Property is located.

Facility:

If included, administrative identification numbers and facility names are included only for convenience of reference, and not as part of the legal description.

Ref No.:

NNG No.:

P/L No.:

Type:

If included, the type of instrument, as reflected by Grantor's records. The type of instrument is included for convenience of reference, and not as part of the description.

Grantor:

The name of the grantor, lessor, licensor, assignor or other granting or assigning party of the easement or instrument described in the Exhibit. In the case of an easement or other instrument granted by a federal or state agency, the serial number, if any, may be shown.

Grantee:

If included, the name of the grantee, lessee, licensee, assignee or other recipient of the easement or instrument described in the Exhibit.

Instr.
Date:

The date, effective date, acknowledgement date or other identification date of the easement or instrument described.

File
Date:

If included, the file date of the easement or instrument described, as reflected by Grantor's records, in the applicable public records of the state and county, parish or recording jurisdiction shown in the heading of the Exhibit.

Book:
Page:
File or
File No.:

The recordation reference of the easement or instrument described in the applicable public records of the state and county, parish or recording jurisdiction shown in the heading of the Exhibit. The recordation reference is to the volume or book and page or file number, microfilm index number, instrument number, original act number, entry number or other reference or identification name and number of the applicable public records. The applicable public records may be the deed records, official public records of real property, official public records, conveyance records lease records, contract records or other applicable public records that the county, parish or recording jurisdiction shown in the heading of the part may maintain or may have maintained for the recordation of deeds, easements, rights of way, servitudes, leases, surface leases, surface rights, interests in land, permits, licenses, grants affecting land, other interests, franchises, ordinances, orders, privileges, consents, condemnation judgments or awards, judgments on declaration of taking and judgments in trespass to try title or other judicial actions relating to title, if any, as the case may

be, at the time of filing. In the case of easements and other instruments relating to the federal offshore areas of Louisiana and Texas, the state and county or parish to which the recordation reference refers is the adjacent county or parish, as shown in the heading of the Part or in the description of such easement or other instrument, and reference is also made to the records of the Minerals Management Service, U. S. Department of Interior, for a description of such easements or other instruments, if any. If no recordation reference is shown, the easement or other instrument may not be recorded in such county, parish or recording jurisdiction.

The file number, if shown, is the County or Parish clerk's or recorder's file number, document number, film code number, reel and image number or other official identification number.

The punctuation, spacing and styling of the book and page number and the file number may or may not be the same as that of the clerk or recorder.

Description:

The Exhibit (except Part VI) describes the greater of (i) the lands described in the Exhibit under the heading "Description" or (ii) the lands and all other rights, titles, interests and estates described in the respective easements or other instruments described in the Exhibit, limited to the extent, but only to the extent of Grantor's right, title, interest and estate therein. The Conveyance shall never be deemed to convey, or purport to convey, any right, title, interest or estate in and to the lands described in this Exhibit that is greater than the right, title, interest and estate of Grantor therein.

An instrument described in the Exhibit (except Part VI) may be a deed, assignment or other instrument of transfer, which describes, conveys, assigns or transfers lands or interests in land described therein solely by reference to other deeds, assignments, easements and instruments, which may or may not be described separately in the Exhibit. In such event, the Exhibit

(except Part VI) describes the lands, easements and interests in land so described, conveyed, assigned or transferred in such deed, assignment or other instrument of transfer, whether or not the latter lands, deeds, assignments or other instruments are described separately in the Exhibit.

Certain land descriptions are shown in an abbreviated form as to section, township and range. In such descriptions, the following terms may be abbreviated as follows:

Northwest Quarter - NW/4 or NW1/4 or NW4 or NW;
Southwest Quarter - SW/4 or SW1/4 or SW4 or SW;
Southeast Quarter - SE/4 or SE1/4 or SE4 or SE;
Northeast Quarter - NE/4 or NE1/4 or NE4 or NE;
North Half - N/2 or N1/2 or N2;
South Half - S/2 or S1/2 or S2;
East Half - E/2 or E1/2 or E2;
West Half - W/2 or W1/2 or W2; and
Southeast Quarter of the Northeast Quarter -
SE/4 NE/4, SE1/4 NE 1/4, or SE4NE4 or SE4NE or
SE/4NE or SENE.

Southeast corner - SE/C or SE/Cor

The applicable section may be identified by the abbreviations SEC or S with the numeral(s) following SEC or S being the section number.

The township and range may be identified by the abbreviations TWP or T and RNG or R, with the numeral(s) following TWP or T being the township number and the numeral(s) following RNG or R being the range number. The township and range numbers may be followed by a N, S, E or W to indicate whether the township or range is North, South, East or West, respectively.

The description may contain the abbreviations "Lt", "L" or "Lts" for "Lot" or "Lots"; "Pt" or "Pts" for "Part" or "Parts"; "OG&M" for "oil, gas and minerals"; "UND" for "undivided"; "Int" for "interest", "Lt" for left in proper

context; "Rt" for right; "Cl", "Center/Ln" or "Center/L" for centerline; "Th" or "Thn" for thence; "Rd" for road or rod in proper context; "Sd" for said; "Comm" for commencing; "Desc" for described and "POB" for point of beginning.

In Part IV, the "Description" may contain certain narrative entries which generally describe a right, interest or use granted by a specific instrument (e.g. "salt water p/1", "road crossing permit", etc.). Such entries are included for identification or convenience of reference but are not intended to enlarge, diminish or accurately describe the interest, rights, uses or permits granted by the instrument described.

Width:

The entry under the heading "width", if included, is shown for identification purposes and is not part of the description. The right, title, interest, and estate of Grantor may be an easement, right of way or other interest relating to a strip or other portion of the land described in the Exhibit, and such strip or other portion may or may not be shown under the heading "width" in the Exhibit. The width, if shown, may or may not be correct and shall never be deemed to diminish or enlarge the actual right, title, interest or estate of the Grantor or Grantee.

Land or
Instrument
Reference

Part VI (Amendments, Partial Releases and Other Instruments) is a list of certain amendments, modification agreements, partial releases and other instruments heretofore executed and delivered by Grantor, or Grantor's predecessor in title, relating to lands or instruments described elsewhere in this Exhibit, as reflected by Grantor's records. The list may not list all amendments, modification agreements and other instruments relating to such lands or instruments. The information shown under the heading "Land or Instrument Reference" is intended solely as an aid for the purpose of identifying the lands or instruments affected by the applicable amendment, modification agreement, partial release or other instrument. Such references may not be complete or correct and may not fully or accurately describe the effect of the instrument

listed. Such references are not intended as a description of lands described in the Conveyance or this Exhibit. Amendments, Partial Releases and Other Instruments are described in Part VI to the extent but only to the extent the same are legal, valid and enforceable, and such description shall never be deemed to amend or modify or change the legal effect, validity or enforceability of the instruments listed or the instruments affected thereby.

Part IV (Other Interests) is in two parts: Part A (Miscellaneous) and Part B (Access Rights). Part B (Access Rights) is a description of instruments granting access rights for pipeline or other purposes, which rights have been assigned or partially assigned to Grantor.

4. Format of Part II. The format of Part II is as follows:

Heading: Identification of Part II. The state and county or parish or recording jurisdiction where the pipeline is located.

Line No.: The number, name and description, if included, are an administrative identification number, name and description, as reflected by grantor's records, and are included for convenience of reference.
Line Name:
Line
Description:

Starting Tract: These items identify the easement, right of way or grant where the pipeline starts and ends in the county or parish, as reflected by Grantor's records. The easement, right of way or grant is described more fully in the Exhibit. If no ending tract or point appears, the pipeline is located on land described in one easement or instrument.
Ending Tract:

Approx. Starting Point in County: The descriptions are those of the easement, right of way or grant described as starting tract or ending tract. In most cases, the description is approximately accurate to a quarter section or the substantial equivalent thereof. The description may be approximate.
Approx. Ending Point in County:

The information shown in Part II is intended as a general description or identification of the pipeline for purposes of the Conveyance and is not intended to limit the Conveyance. Reference is made to the actual pipeline as located on the ground for all purposes.

5. Format of Part V

Heading: Identification of Part V. The state.

Jurisdictions: List of counties, parishes or recording jurisdictions to which reference is made in IA4b of the Conveyance.

EXHIBIT A - PART 1 (FEE LANDS)
WASHINGTON COUNTY, NEBRASKA

1990/12/08

FACILITY	AKG. NO.	TYPE	GRANTOR	GRANTEE	INSTR. DATE	FILE DATE	BOOK	PAGE	FILE NO.	DESCRIPTION
ARLINGTON TBS			THE LANDS AND INTERESTS DESCRIBED IN THE FOLLOWING DEED(S) AND COMMITANCE(S):							
	00135	INDENTURE	MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA	NORTHERN GAS AND PIPE LINE CO.	08/29/32	03/01/33	652	654		PARCEL OF LAND LOCATED 1/4 NW/4 SEC 12-117N-R9E, DESCR'D AS FOLLOWS: BEG AT NW/4 NW/4 SEC 12-117N-R9E; TH DUE S 2607'; TH DUE E 2533'; TH DUE E 30'; TH DUE N 30'; TH DUE W 30'; TH DUE S 30', WHICH IS A PARCEL OF LAND 30' X 30'.
	00135	WARRANTY DEED	HOKAMP, FRED, AND ANNA HOKAMP	NORTHERN NATURAL GAS CO.	05/20/53	06/30/53	689	271		TRACT OF LAND OUT OF NW/4 SEC 12-117N-R9E, DESCR'D AS FOLLOWS: COMM AT PT 1200' E & 43' N OF SW/4 OF SE/4 NW/4 SD SEC 12; TH N 20'; TH E 50'; TH S 50'; TH W 20'; TH N 30'; TH W 30' TO P68.

EXHIBIT A - PART I (FEE LANDS)
WASHINGTON COUNTY, NEBRASKA

1990/12/08

FACILITY	ING NO.	TYPE	GRANTOR	GRANTEE	INSTR DATE	FILE DATE	BOOK	PAGE	FILE NO.	DESCRIPTION
BLAIR TBS	00133	INCURTURE	MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA	NORTHERN GAS AND PIPE LINE CO.	08/29/32	03/01/33	052	654		<p>PLOT OF GROUND 25' X 100' ALONG & PARALLEL TO US HWY #73 & IN NELY COR OF LOT #98 IN SEC 11-T18N-R11E, BEG AT PT ON W LINE NE/4 NW/4 SEC 11-T18N-R11E & ON PROLONGATION OF SWLY LINE OF TBS LOT, 525' S OF WE/C NW/4 NW/4 SEC 11; BEARING TR S 61 DEG 44 MIN E, 373' TO SE/C OF TBS LOT; TH NELY 25' AT RIGHT ANGLES TO NELY LINE OF SD LOT #98; TH NWLY ON NELY LINE OF LOT #98, 100'; TH SWLY AT RIGHT ANGLES TO SD NELY LINE 25'; TH SE'LY 100' PARALLEL TO NELY LINE OF SD LOT #98 TO SE/C OF TBS LOT.</p>
	00138	WARRANTY DEED	RETZLIK, JOSEPH A., MARY LOU RETZLIK AND NORTHERN NATURAL GAS CO. ROSE E. RETZLIK		08/15/56	08/30/56	373	376		<p>TRACT OF LAND 50' X 100' LOT OF NE/4 NW/4 SEC 11-T18N-R11E, 6TH P.M., DESCR'D AS FOLLOWS: CORN AT PT APPROXIMATELY 492.24' S OF NW/C OF SD NE/4 NW/4 SO SEC 11, WHICH PT IS INTERSECTION OF S ROW OF US HWY #73 & W LINE OF SD NE/4 NW/4 SO SEC 11; TH SE'LY ALONG S ROW OF US HWY #73 APPROXIMATELY 286.70' TO NW/C OF TRACT OF LAND NOW OWNED BY NORTHERN & KNOWN AS TAX LOT 264; TH SW'LY ALONG W PROP LINE OF SD TAX LOT 264 25' TO POB, WHICH PT IS ALSO SW/C OF SD TAX LOT 264 NOW OWNED BY NORTHERN; TH SW'LY 50'; TH AT RIGHT ANGLES SE'LY 100'; TH NELY AT RIGHT ANGLES 50' TO SE/C OF SD TAX LOT 264 OWNED BY NORTHERN; TH NW'LY & PARALLEL TO S LINE OF TAX LOT 264 100'</p>

1990/12/08

EXHIBIT A - PART I (FEE LANDS)
WASHINGTON COUNTY, NEBRASKA

FACILITY	ING NO.	TYPE	GRANTOR	GRANTEE	INSTR DATE	FILE DATE	BOOK	PAGE	FILE NO.	DESCRIPTION

BLAIR TBS

TO PDB.

40

40

EXHIBIT A - PART II (PIPELINES)
WASHINGTON COUNTY, NEBRASKA

1990/10/12

LINE NO	LINE NAME	LINE DESCRIPTION	STARTING TRACT	ENDING TRACT	APPROX STARTING POINT IN COUNTY	APPROX ENDING POINT IN COUNTY
NEB 530-1	BLAIR BRANCH LINE	6" LINE FROM 6" SIDE VALVE ON 16" LINE NEB 501-1 AND FROM 4" SIDE VALVE ON 18" LINE NEB 501-2 IN SEC 16-T18N-R9E, DODGE COUNTY, TO AND INCLUDING INLET VALVE AT TBS IN SEC 11-T18N-R11E, WASHINGTON COUNTY (4" - 0.027 MILES; 6" - 20.432 MILES)	NEB 530-1-010	NEB 530-1-056	LOTS 16 & 17 IN SEC 8-T18N-R9E	LOT 98 IN SEC 11-T18N-R11E
NEB 531-1	FONTANELLE BRANCH LINE	1" LINE FROM POINT OF CONNECTION WITH 6" LINE NEB 530-1 TO REGULATOR STATION, ALL IN SEC 9-T18N-R9E, WASHINGTON COUNTY (0.236 MILES)	**	**	**	**
NEB 532-1	ARLINGTON BRANCH LINE - FIRST LINE	2" LINE FROM 2" SIDE VALVE ON 2" BY-PASS AROUND 6" VALVE ON 6" LINE NEB 530-1 IN SEC 12-T18N-R9E TO AND INCLUDING INLET VALVE AT TBS IN SEC 12-T17N-R9E, ALL IN WASHINGTON COUNTY (6.164 MILES)	NEB 532-1-001	NEB 532-1-012	SW/4 NW/4 & SW/4 SEC 12-T18N-R9E	W/2 W/2 NE/4 & E/2 NW/4 SEC 12-T17N-R9E
NEB 532-2	ARLINGTON BRANCH LINE - SECOND LINE	3" LINE FROM VALVE ON 6" LINE NEB 530-1 IN SEC 12-T18N-R9E TO AND INCLUDING TIE-OVER TO LINE NEB 532-1 IN SEC 11-T17N-R9E, ALL IN WASHINGTON COUNTY (5.442 MILES)	NEB 532-2-001	NEB 532-2-012	SW/4 NW/4 & SW/4 SEC 12-T18N-R9E	E/2 SW/4 SEC 11-T17N-R9E

EXHIBIT A - PART III (EASEMENTS)
WASHINGTON COUNTY, NEBRASKA

REF. NO.	ING. NO.	P/L NO.	TYPE	GRANTOR	GRANTEE	INSTR. DATE	FILE DATE	BOOK	PAGE	FILE NO.	DESCRIPTION	WIDTH
2004153		NEB 530-1-010	EASEMENT	SPRICK, A. V., AND BERTHA V. SPRICK		04/24/31	05/22/31	052	005		LOTS 16 & 17 IN SEC 8-T18N-R9E	
2004154		NEB 530-1-011	EASEMENT	LANGHORST, OTTO A., AND EMMA LANGHORST		04/08/31	04/23/31	051	582		LOT 18 1/2 SEC 8 & LOT 15 1/2 SEC 9-T18N-R9E	
2004155		NEB 530-1-012	EASEMENT	WIEBAUM, ED		04/18/31	04/23/31	051	584		LOTS 26, 27, 28, 29, 30, 31, 32 & 33, & NE 1/4 SEC 9-T18N-R9E	
2004156		NEB 530-1-013	EASEMENT	WATERMAN, FRED, AND CATHERINE WATERMAN		04/10/31	04/23/31	051	585		LOT 4 1/2 IN NW 1/4 SEC 10-T18N-R9E	
2004157		NEB 530-1-014	EASEMENT	WEITKAMP, V. R., AND MARTHA WEITKAMP		04/11/31	04/23/31	051	588		LOT 3 1/2 IN NE 1/4 & 30/100 OF AC IN SEC 10 NW 1/4 SEC 10-T18N-R9E	
2004158		NEB 530-1-015	EASEMENT	KERKHOFF, AUGUST, AND MARIE KERKHOFF		04/10/31	04/23/31	051	589		SW 1/4 NW 1/4 SEC 11-T18N-R9E	
2004159		NEB 530-1-016	EASEMENT	MENGEWORT, SADIE		04/10/31	04/23/31	051	591		SE 1/4 NW 1/4 NW 1/4 & W 1/2 NE 1/4 SEC 11-T18N-R9E	
2004160		NEB 530-1-017	EASEMENT	LALLMAN, WILLIAM		04/08/31	04/23/31	051	592		E 1/2 NE 1/4 SEC 11-T18N-R9E	
2004161		NEB 530-1-018	EASEMENT	LALLMAN, ALBERT, AND CELIA LALLMAN		04/08/31	04/23/31	051	594		SW 1/4 NW 1/4 SEC 12-T18N-R9E	
2004162		NEB 530-1-019	EASEMENT	LALLMAN, ANNA L., CECIL LALLMAN, ENIL LALLMAN, BERTHA LALLMAN, GILBERT F. LALLMAN, HERMAN R. LALLMAN, RUTH LALLMAN, MINIE LALLMAN, MINNIE LALLMAN, WILLIAM A. LALLMAN AND LAURA LALLMAN		04/08/31	04/23/31	051	595		SE 1/4 NW 1/4 SEC 12 & W 1/2 NE 1/4 SEC 12-T18N-R9E	

EXHIBIT A - PART III (EASEMENTS)
WASHINGTON COUNTY, NEBRASKA

REF. NO.	ING. NO.	P/L NO.	TYPE	GRANTOR	GRANTEE	INSTR. DATE	FILE DATE	BOOK	PAGE	FILE NO.	DESCRIPTION	LUCHA
2004163		NEB 530-1-019	EASEMENT	LALLMAN, FRED EDWARD, AND MABEL P. LALLMAN		04/21/31	04/25/31	051	646		SE 1/4 NW 1/4 SEC 12 & W 1/2 NE 1/4 SEC 12-T18N-R0E	
2004164		NEB 530-1-019	EASEMENT	LALLMAN, ELLEN, AND LEONA LALLMAN		04/25/31	04/01/31	052	009		SE 1/4 NW 1/4 & W 1/2 NE 1/4 SEC 12-T18N-R0E	
2004165		NEB 530-1-020	EASEMENT	BARTON, SOLOMAN T., AND THERESIA BARTON		04/07/31	04/23/31	051	597		W 1/2 SE 1/4 NE 1/4 SEC 12-T18N-R0E	
2004166		NEB 530-1-021	EASEMENT	DICKMEYER, HENRY, AND SOPHIE K. DICKMEYER		04/07/31	04/23/31	051	598		S 1/2 NW 1/4 SEC 7-T18N-R0E	
2004167		NEB 530-1-022	EASEMENT	GRUISE, ADELA, ADA GRUISE, INDIV AND GRON FOR LE NETTA GRUISE AND MAJORET GRUISE MINORS	MISSOURI VALLEY PIPE LINE CO.	04/21/31	04/28/31	051	654		W 1/2 E 1/2 NE 1/4 & W 1/2 NE 1/4 SEC 7-T18N-R0E	
2004168		NEB 530-1-023	EASEMENT	GRUISE, SIMON, AND ANNA GRUISE		04/07/31	04/23/31	051	600		E 1/2 E 1/2 NE 1/4 SEC 7 & W 60 ACS OF NW 1/4 SEC 8-T18N-R0E	
2004169		NEB 530-1-024	EASEMENT	GRUISE, ANNA F. C., INDIV AND GRON FOR RAYMOND G. H. GRUISE, LENORA J. L. GRUISE, ALVIN H. J. GRUISE, MINORS, AND EDWARD S. W. GRUISE, LEONA S. E. GRUISE, LAWRENCE GRUISE AND ELSIE GRUISE	MISSOURI VALLEY PIPE LINE CO.	04/21/31	04/28/31	051	655		E 20 ACS OF W 1/2 NW 1/4 SEC 8 & E 1/2 NW 1/4 SEC 9-T18N-R0E	
2004170		NEB 530-1-025	EASEMENT	DICKMEYER, WILLIAM, AND MARY E. DICKMEYER		04/07/31	04/23/31	051	601		W 1/2 NE 1/4 SEC 8 & W 1/2 S 1/2 NE 1/4 SEC 8-T18N-R0E	
2004171		NEB 530-1-026	EASEMENT	NIELSEN, JAMES T., AND ANNIE NIELSEN		04/07/31	04/23/31	051	603		NW 1/4 NW 1/4 SEC 9-T18N-R0E	
2004172		NEB 530-1-027	EASEMENT	TOFT, PETER M., AND HELENA		04/18/31	04/28/31	051	657		NE 1/4 NW 1/4 SEC 9-T18N-R0E	

EXHIBIT A - PART III (EASEMENTS)
WASHINGTON COUNTY, NEBRASKA

1990/09/19

REF. NO.	WIG NO.	P/L NO.	TYPE	GRANTOR	GRANTEE	INSTR. DATE	FILE DATE	BOOK	PAGE	FILE NO.	DESCRIPTION	WIDTH
2004172				TOFT								
2004173		NEB 530-1-028	EASEMENT	BENSEN, MINNIE, AND CHRIS BENSEN		04/07/31	04/23/31	051	604		NW/4 NE/4 SEC 9-T18N-R10E	
2004174		NEB 530-1-029	EASEMENT	NELSON, CHRIS, AND ERMA NELSON		04/07/31	04/23/31	051	605		NE/4 NE/4 SEC 9-T18N-R10E	
2004175		NEB 530-1-030	EASEMENT	CHRISTENSEN, M. L.		04/07/31	04/23/31	051	607		NW/4 NW/4 SEC 10-T18N-R10E	
2004176		NEB 530-1-031	EASEMENT	CHRISTENSEN, J. C.		04/06/31	04/23/31	051	608		NE/4 NW/4 SEC 10-T18N-R10E	
2004177		NEB 530-1-032	EASEMENT	NELSON, MARY P., J. C. CHRISTENSEN, TR, M. L. HAROLD HOAR, HANS NELSON, MARTIN NELSON, EDITH NELSON, KIRSTEN STEWART AND THEODORE MARION STEWART		04/09/31	05/05/31	051	668		NW/4 NE/4 SEC 10-T18N-R10E	
2004178		NEB 530-1-032	EASEMENT	NELSON, MARTHA, ALMA FLEECE, GEORGE FLEECE AND GEORGE W. NELSON		04/27/31	05/06/31	051	670		NW/4 NE/4 SEC 10-T18N-R10E	
2004179		NEB 530-1-033	EASEMENT	HANSEN, ED., AND MRS. KIRSTEN H. HANSEN		04/07/31	04/23/31	051	610		NE/4 NE/4 SEC 10-T18N-R10E	
2004180		NEB 530-1-034	EASEMENT	LARSEN, H. C., AND MARY LARSEN		04/06/31	04/23/31	051	611		NW/4 NW/4 SEC 11-T18N-R10E	
2004181		NEB 530-1-035	EASEMENT	RASMUSSEN, CARL W., AND CARRIE K. RASMUSSEN		04/06/31	04/23/31	051	613		N/2 NE/4 & NE/4 NW/4 SEC 11-T18N-R10E	
2004182		NEB 530-1-036	EASEMENT	WOLF, FRED, AND ANNIE WOLF		04/08/31	04/23/31	051	614		N/2 NW/4 SEC 12-T18N-R10E	
2004183		NEB 530-1-037	EASEMENT	WOLF, CHRIS O., AND FRIEDA		04/06/31	04/23/31	051	617		N/2 NE/4 SEC 12-T18N-R10E	

EXHIBIT A - PART III (EASEMENTS)
WASHINGTON COUNTY, NEBRASKA

1990/09/79

REF. NO.	WVG. NO.	P/L NO.	TYPE	GRANTOR	GRANTEE	INSTR. DATE	FILE DATE	BOOK	PAGE	FILE NO.	DESCRIPTION	WIDTH
2004183				WILF								
2004184		NEB 530-1-038	EASEMENT	WILF, BUSTAV J., AND KATMARINA WILF		04/06/31	04/23/31	051	615		E/2 NE/4 SEC 12-T18N-R10E	
2004185		NEB 530-1-039	EASEMENT	WILKINS, C. R., AND BESSIE WILKINS		04/06/31	04/23/31	051	618		NE/4 SEC 7-T18N-R11E	
2004186		NEB 530-1-040	EASEMENT	JENSEN, FRED H., AND PETREA H. JENSEN		04/06/31	04/23/31	051	620		W/2 NE/4 SEC 7-T18N-R11E	
2004187		NEB 530-1-041	EASEMENT	KURRAY, JOHN		04/03/31	04/23/31	051	621		NE/4 NW/4 & NW/4 NE/4 SEC 9, & NW/4 SEC 8-T18N-R11E	
2004188		NEB 530-1-042	EASEMENT	SCHUDT, ALBERT, AND MARIE SCHUDT		04/06/31	04/23/31	051	622		W/2 NE/4 SEC 8-T18N-R11E	
2004189		NEB 530-1-043	EASEMENT	HEATH, MARY, AND E. V. HEATH		04/04/31	04/23/31	051	624		E/2 NE/4 SEC 8-T18N-R11E	
2004190		NEB 530-1-044	EASEMENT	STEED, DAVID G., AND LAURA H. STEED		04/13/31	04/23/31	051	625		W/2 NW/4 SEC 9-T18N-R11E	
2004191		NEB 530-1-045	EASEMENT	HANSEN, H. P., AND PAULENA HANSEN		04/04/31	04/23/31	051	627		NE/4 NE/4 SEC 9-T18N-R11E	
2004192		NEB 530-1-046	EASEMENT	NEVELL, F. E., AND KATE NEVELL		04/06/31	04/23/31	051	628		NE/4 NW/4 SEC 10-T18N-R11E	
2004193		NEB 530-1-047	EASEMENT	ANDERSON, MARGARET N., AND OYE T. ANDERSON		04/04/31	04/23/31	051	630		NE/4 NW/4 SEC 10-T18N-R11E	
2004194		NEB 530-1-048	EASEMENT	AXELSEN, AXEL, AND KIRSTINE AXELSEN		04/04/31	04/23/31	051	631		NW/4 NE/4 SEC 10-T18N-R11E; ALSO TAX LOT 82 7N SEC 11-T18N-R11E	
2004195		NEB 530-1-049	EASEMENT	UNITED DANISH EV. LUTHERAN		04/20/31	05/04/31	051	666		LOT 30 7N SEC 10, & LOT 132 7N SEC	

EXHIBIT A - PART III (EASEMENTS)
WASHINGTON COUNTY, NEBRASKA

REF. NO.	WNG. NO.	P/A. NO.	TYPE	GRANTOR	GRANTEE	INSTR. DATE	FILE DATE	BOOK	PAGE	FILE NO.	DESCRIPTION	WIDTH
1990/09/19												
2004195				CHURCH							11-T18M-R11E	
2004196	NEB 530-1-050		EASEMENT	WEIRNS, JOHN R., AND MARY B. WERNS		04/15/31	04/23/31	051	632		LOT 34 IN SEC 10-T18M-R11E	
2004197	NEB 530-1-051		EASEMENT	KANSEN, H. J., AND CARRIE HANSEN		04/14/31	04/23/31	051	634		LOT 36 IN SEC 10-T18M-R11E	
2004198	NEB 530-1-052		EASEMENT	VIG, CLARENCE, EIMAR VIG, OLINA VIG, OLINE VIG, GROR FOR ARNOT VIG, RUTH VIG AND VICTOR VIG		04/21/31	05/20/31	051	652		LOT 37 IN SEC 10-T18M-R11E	
2004199	NEB 530-1-052		EASEMENT	VIG, ELI J. H., AND MARGARET A. VIG		05/09/31	05/20/31	051	699		LOT 37 IN SEC 10-T18M-R11E	
2004200	NEB 530-1-052		EASEMENT	VIG, CLERGIS H.		04/25/31	05/20/31	051	698		LOT 37 IN SEC 10-T18M-R11E	
2004201	NEB 530-1-053		EASEMENT	NIELSEN, HANS J., AND ANNA B. NIELSEN		04/14/31	04/23/31	051	638		LOT 131 IN SEC 11-T18M-R11E	
2004202	NEB 530-1-054		EASEMENT	NELSON, GINA, META FAIRLEY, J. L. FAIRLEY, F. E. PIERCE, MARY PIERCE, LEUIS A. TOWNSEND AND RUBY P. TOWNSEND		05/11/31	03/16/32	052	305		LOT 232 IN SEC 11-T18M-R11E	
2004203	NEB 530-1-055		EASEMENT	JOHNSON, WILLIAM, AND EMMA JOHNSON		04/15/31	04/23/31	051	637		LOT 130 IN SEC 11-T18M-R11E	
2004205	NEB 530-1-056		EASEMENT	RUTLEDGE, CATHERINE, AND W. M. RUTLEDGE		04/14/31	04/23/31	051	635		LOT 98 IN SEC 11-T18M-R11E	
2004233	NEB 532-1-002		EASEMENT	ECHTENKAMP, LOUIS H., AND BERTHA ECHTENKAMP		05/02/31	05/16/31	051	691		NW/4 & SW/4 SW/4 SEC 13-T18M-R0E	

EXHIBIT A - PART III (EASEMENTS)
WASHINGTON COUNTY, NEBRASKA

REF. NO.	IMG. NO.	P/L NO.	TYPE	GRANTOR	GRANTEE	INSTR. DATE	FILE DATE	BOOK	PAGE	FILE NO.	DESCRIPTION	WIDTH
1990/09/19												
2004195				CHURCH							11-T18H-R11E	
2004196		NEB 530-1-050	EASEMENT	MEHRENS, JOHN H., AND MARY B. MEHRENS		04/15/31	04/23/31	051	632		LOT 34 IN SEC 10-T18H-R11E	
2004197		NEB 530-1-051	EASEMENT	HANSEN, H. J., AND CARRIE HANSEN		04/14/31	04/23/31	051	634		LOT 36 IN SEC 10-T18H-R11E	
2004198		NEB 530-1-052	EASEMENT	VIG, CLARENCE, EINAR VIG, OLMA VIG, OLINE VIG, ORDR FOR ARNDT VIG, RUTH VIG AND VICTOR VIG		04/21/31	05/26/31	051	632		LOT 37 IN SEC 10-T18H-R11E	
2004199		NEB 530-1-052	EASEMENT	VIG, ELL J. H., AND MARGARET A. VIG		05/09/31	05/20/31	051	699		LOT 37 IN SEC 10-T18H-R11E	
2004200		NEB 530-1-052	EASEMENT	VIG, CLEONIS H.		04/25/31	05/20/31	051	698		LOT 37 IN SEC 10-T18H-R11E	
2004201		NEB 530-1-053	EASEMENT	WELSEN, HANS J., AND ANNA B. WELSEN		04/14/31	04/23/31	051	638		LOT 131 IN SEC 11-T18H-R11E	
2004202		NEB 530-1-054	EASEMENT	WELSON, GINA, NETTA FAIRLEY, J. L. FAIRLEY, F. E. PIERCE, MARY PIERCE, LEUIS A. TOMSENKO AND RUBY P. TOMSENKO		05/11/31	05/16/32	052	305		LOT 232 IN SEC 11-T18H-R11E	
2004203		NEB 530-1-055	EASEMENT	JOHNSON, WILLIAM, AND EMMA JOHNSON		04/15/31	04/23/31	051	637		LOT 130 IN SEC 11-T18H-R11E	
2004205		NEB 530-1-056	EASEMENT	RUTLEDGE, CATHRINE, AND W. H. RUTLEDGE		04/14/31	04/23/31	051	635		LOT 98 IN SEC 11-T18H-R11E	
2004233		NEB 532-1-002	EASEMENT	ECHTENKAMP, LOUIS H., AND BERTHA ECHTENKAMP		05/02/31	05/16/31	051	691		NW/4 & SW/4 SW/4 SEC 13-T18H-R0E	

EXHIBIT A - PART III (EASEMENTS)
WASHINGTON COUNTY, NEBRASKA

REF NO.	REG. NO.	P/L NO.	TYPE	GRANTOR	GRANTEE	INSTR. DATE	FILE DATE	BOOK	PAGE	FILE NO.	DESCRIPTION	WIDTH
2004235		NEB 532-1-001	EASEMENT	LALLMANN, ALBERT, AND CELIA LALLMANN		06/10/31	05/16/31	051	689		SW/4 NW/4 & SW/4 SEC 12-T18N-R9E	
2004236		NEB 532-1-003	EASEMENT	ECHTENKAMP, AUGUST, AND AMANDA ECHTENKAMP		05/02/31	05/16/31	051	692		NW/4 SW/4 SEC 13-T18N-R9E	
2004237		NEB 532-1-003	EASEMENT	STERMERMAN, PAUL, AND MARY STERNBERMAN		09/22/53	09/29/53	L MISC	646		NW/4 SW/4 SEC 13-T18N-R9E	
2004238		NEB 532-1-004	EASEMENT	GIESSELMANN, HENRY J., AND HEINRIETTA GIESSELMANN		05/06/31	05/16/31	051	693		NW/4 SEC 24-T18N-R9E	
2004239		NEB 532-1-005	EASEMENT	HILGENKAMP, H. V.		05/06/31	05/16/31	051	695		SW/4 SEC 24-T18N-R9E	
2004240		NEB 532-1-006	EASEMENT	KRUGER, F. W., AND LEHA KRUGER		05/05/31	05/16/31	051	696		NW/4 SEC 25-T18N-R9E	
2004241		NEB 532-1-007	EASEMENT	HILGENKAMP, JOHN, AND SOPHIA KILGENKAMP		05/13/31	05/16/31	051	682		SW/4 SEC 25-T18N-R9E	
2004243		NEB 532-1-008	EASEMENT	VOGT, CARL, AND OTTO VOGT		05/12/31	05/16/31	051	683		NW/4 & LOT 4 BOTH IN SEC 34-T18N-R9E	
2004244		NEB 532-1-009	EASEMENT	TROPPSON, ROSEMA L.		05/13/31	05/16/31	051	684		LOT 5 IN SEC 34-T18N-R9E & LOT 4 IN SEC 1-T17N-R9E	
2004245		NEB 532-1-010	EASEMENT	GIESSELMAN, J. G., AND HANNA GIESSELMAN		05/12/31	05/16/31	051	685		S/2 NW/4 SEC 1-T17N-R9E	
2004246		NEB 532-1-011	EASEMENT	VOGT, WILLIAM, AND ANNA L. VOGT		05/12/31	05/16/31	051	687		E/2 SW/4 SEC 1 & LOT 6 IN SEC 1-T17N-R9E	
2004247		NEB 532-1-012	EASEMENT	LOOSTING, LOUISE		05/13/31	05/16/31	051	688		W/2 W/2 NE/4 & E/2 NW/4 SEC 12-T17N-R9E	

EXHIBIT A - PART III (EASEMENTS)
WASHINGTON COUNTY, NEBRASKA

REF. NO.	HWG. NO.	P/L NO.	TYPE	GRANTOR	GRANTEE	INSTR. DATE	FILE DATE	BOOK	PAGE	FILE NO.	DESCRIPTION	WIDTH
1990/09/19												
8001193			RIGHT OF WAY GRANT	FRANKE, GEO., AND WILHELMINE FRANKE	MISSOURI VALLEY PIPE LINE CO. OF NEBRASKA	05/29/31	06/04/31	052	013		LOT 2 IN SE/4 SEC 9-T18N-R1E	
8001194			RIGHT OF WAY GRANT	FRANKE, GEO., AND WILHELMINE FRANKE	MISSOURI VALLEY PIPE LINE CO. OF NEBRASKA	04/11/31	04/23/31	051	587		NW/4 SW/4 SEC 10-T18N-R0E	
8001195			RIGHT OF WAY GRANT	HOOKS, ROBERT A., AND EVA HOOKS	MISSOURI VALLEY PIPE LINE CO. OF NEBRASKA	09/03/31	09/17/31	052	138		P. LOT 18 IN SE/4 SW/4 & SW/4 SE/4 SEC 2-T18N-R1E, & ALL LOTS 190 & 195 IN NW/4 SEC 11-T18N-R1E	
8001196			RIGHT OF WAY GRANT	AXELSEN, AXEL, AND KRISTINE AXELSEN	MISSOURI VALLEY PIPE LINE CO. OF NEBRASKA	09/03/31	09/17/31	052	130		LOT 2 IN SW/4 SEC 2-T18-R1E, & ALL OF LOT B2 IN NW/4 SEC 11-T18N-R1E	
8001197			RIGHT OF WAY GRANT	PETERSEN, ANNA	MISSOURI VALLEY PIPE LINE CO. OF NEBRASKA	04/15/31	04/23/31	051	641		LOT 235 & LOT 237 IN SEC 11-T18N-R1E	
8001198			RIGHT OF WAY GRANT	PETERSEN, CHRIS J., AND GERTRUDE M. PETERSEN	MISSOURI VALLEY PIPE LINE CO. OF NEBRASKA	04/15/31	04/23/31	051	642		LOT 236 IN SEC 11-T18N-R1E	
8001199			RIGHT OF WAY GRANT	HOOKS, R. A., AND EVA HOOKS	MISSOURI VALLEY PIPE LINE CO. OF NEBRASKA	04/15/31	04/23/31	051	639		LOT 195 IN SEC 11-T18N-R1E	
8001200			RIGHT OF WAY GRANT	HOOKS, R. A., AND EVA HOOKS	MISSOURI VALLEY PIPE LINE CO. OF NEBRASKA	05/07/31	05/12/31	051	676		LOT 190 IN SEC 11-T18N-R1E	

48

EXHIBIT A - PART IV(A)

None

49

1

50

EXHIBIT A - PART IV(B)

None

50

EXHIBIT A
PART V

(Jurisdictions)
to

General Conveyance, Assignment and Bill of Sale
from
Enron Corp., as Grantor
in favor of
Northern Natural Gas Company, as Grantee

The following counties in the State of Nebraska:

- Burt
- Butler
- Cass
- Colfax
- Cuming
- Dakota
- Dixon
- Dodge
- Douglas
- Fillmore
- Gage
- Jefferson
- Johnson
- Lancaster
- Nemaha
- Otoe
- Pawnee
- Platte
- Polk
- Richardson
- Saline
- Sarpy
- Saunders
- Seward
- Thurston
- Washington
- Wayne

EXHIBIT A - PART VI (AMENDMENTS, PARTIAL RELEASES AND
OTHER INSTRUMENTS) WASHINGTON COUNTY, NEBRASKA

REF. NO.	REC. NO.	P/L NO.	TYPE	GRANTOR	GRANTEE	INSTR. DATE	FILE DATE	BOOK	PAGE	FILE NO.	LAND OR INSTRUMENT REFERENCE	WIDTH
2004204		NEB 530-1-055	MODIFICATION AND AMENDMENT	NORTHERN NATURAL GAS CO.		04/25/67	06/01/67	105	066		RELEASES ALL OF TAX LOT 487, ETC. STRIP 40' WIDE (MODIFIES PART OF REF. NO. 2004203)	40 FT
2004234		NEB 532-1-002	MODIFICATION AND AMENDMENT	NORTHERN NATURAL GAS CO.		04/11/69	04/14/69	177	522		TRACT IN S/2 NW/4, N/2 NW/4 & SW/4 S/4 SEC. 13-T18N-R9E (MODIFIES REF NO. 2004233)	
2004242		NEB 532-1-007	MODIFICATION AND AMENDMENT	NORTHERN NATURAL GAS CO.		04/11/69	04/14/69	177	519		TRACT IN S/2 SEC. 25-T18N-R9E (MODIFIES REF. NO. 2004241)	
2004248		NEB 532-1-012	MODIFICATION AND AMENDMENT	1060, GLEN R., AND INEZ M. 1060 CO.	NORTHERN NATURAL GAS CO.	03/23/79	03/27/79	122	518		MODIFIES & AMENDS REF. NO. 2004247, SEC. 12-T17N-R9E	35 FT

EXHIBIT B
EXCEPTED PROPERTY

None