

This Instrument Drafted By
And To Be Returned To:
Right-of-Way Department
Northern Natural Gas Company
P. O. Box 3330
Omaha, Nebraska 68103-0330

96-11730
96-11730
95 18 AM 3:25
REGISTER OF DEEDS

96-11730
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154.00

480-1-19
480-1-20

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 29th day of May, 1996, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation (hereinafter referred to as "Northern"), and SANITY AND IMPROVEMENT DISTRICT NO. 171 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "Owner").

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by Edward Rahn on the 13th day of March, 1931, covering the following described premises in Sarpy County, Nebraska:

The Southeast Quarter of Section 10, Township 13 North, Range 13 East, also the Southwest Quarter of the Northeast Quarter of Section 10, Township 13 North, Range 13 East;

which Easement was recorded the 16th day of January, 1932, in Book 8 of Miscellaneous at Page 232 in the Office of the Register of Deeds for Sarpy County, Nebraska; and

WHEREAS, Northern is the holder of another Easement granted by George M. Greene and Lida C. Greene on the 14th day of March, 1931 covering the following described premises in Sarpy County, Nebraska:

Any and all that part of Lot 12 of the Butterfields subdivision lying North of the middle of the main channel of Papillion Creek; also all that part of the Southwest Quarter of the Northeast Quarter (SW¹/₄NE¹/₄) and also that part of the Southeast Quarter (SE¹/₄), all in Section 10, Township 13 North, Range 13 East, lying North and East of middle of the main channel of Papillion Creek in last two described tracts, also being known on the tax records of Sarpy County, Nebraska, as tax lots 1, 2 and 4 in said Section 10, containing in all 38.67 acres more or less, also, all that part of the SE¹/₄ of Section 10, which is northerly of center of the channel of Papillion Creek as the same ran prior to the construction of the Papillion Drainage Ditch by the Papillion Drainage District during the years 1910 and 1911;

which Easement was recorded the 16th day of January, 1932 in Book 8 of Miscellaneous at Page 225 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 an 18-inch pipeline through and across the premises above-described; and

WHEREAS, of the premises described in the Easements, Owner is present owner of the premises as described on Exhibit "A", attached hereto and by this reference made a part hereof (hereinafter referred to as "Owned Premises"); and

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 a strip of land approximately 100 feet in width, 40 feet westerly and 60 feet easterly of the pipeline, as described and shown on Exhibit "P" which is attached hereto, and by this reference, made a part hereof (hereinafter referred to as "Pipeline Right-Of-Way").

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 Pipeline Right-Of-Way described in Paragraph 1 above, within which Pipeline Right-Of-Way said Easements are retained in full force and effect, with all rights (including, without limitation, multiple line rights) originally granted to Northern in the Easements; 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, 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.

4. Should Northern need to remove any of Owner's improvements described below within its Pipeline Right-Of-Way in order to construct, maintain, operate, repair, remove, or resize Northern's existing or additional pipeline facilities, Owner or its respective heirs, successors, and assigns shall pay the cost of removing and replacing or reinstalling the improvements. In addition, all repair and maintenance work performed by Northern, on its existing or additional pipeline facilities located on the Owned Premises, shall be performed in a reasonable workmanlike manner and Northern shall restore the grade of Owned Premises where the work is performed, but shall not be liable for any loss, damage, or replacement of Owner's improvements, including but not limited to, sod, turf, landscaping, trees, shrubs, and other golf course-related improvements, or any associated equipment and facilities that exist within the Pipeline Right-Of-Way, and in this regard, Owner hereby releases Northern, its employees, agents, officers, and directors from any and all liability for any such loss or damage.

5. 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

SANITARY AND IMPROVEMENT DISTRICT NO. 171
OF SARPY COUNTY, NEBRASKA

By David W. Sinclair

Ronald E. Smith

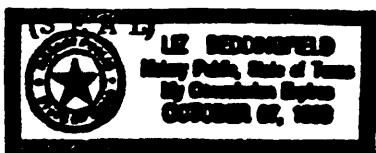
Title Agent and Attorney-In-Fact

RONALD E. SMITH, CHAIRMAN

STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

On this 7th day of June, 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.

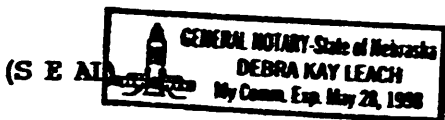


Le Beddingfield
Notary Public
My Commission Expires Oct. 2, 1999

STATE OF _____)
)SS
COUNTY OF _____)

On this 29th day of May, 1996, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came RONALD E. SMITH, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

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



Debra Kay Leach
Notary Public
My Commission Expires _____

96-11730 C

EXHIBIT "A"

TREGARON

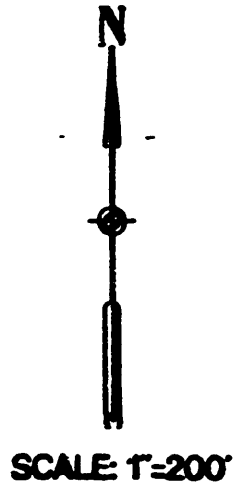
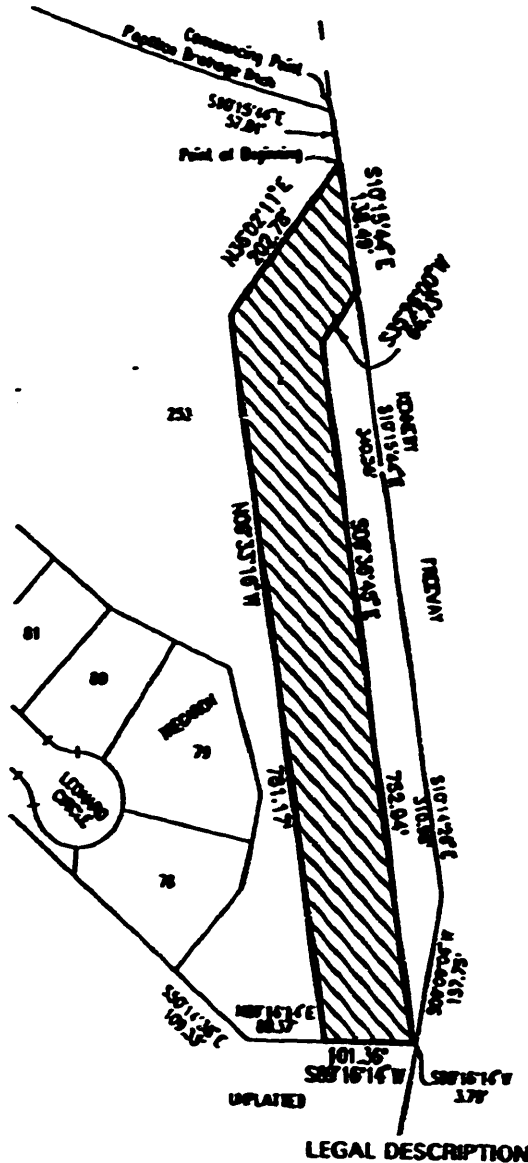
LOTS 1 THRU 257 INCLUSIVE & OUTLOT "A"

BEING A REPLAT OF LOT 10, STONECROFT REPLAT 1, A SUBDIVISION LOCATED IN THE NW 1/4 OF SECTION 10; AND ALSO BEING A PLATING OF PART OF THE LOT 9A1, PART OF THE LOT 8, AND PART OF THE LOT 3A, THE LOTS LOCATED IN THE NORTH 1/2 OF SAID SECTION 10; AND ALSO BEING A PLATING OF PART OF THE LOT 10, A TAX LOT LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 10; AND ALSO BEING A PLATING OF PART OF SAID SW 1/4 OF SECTION 10; AND ALSO BEING A PLATING OF PART OF THE LOT 3, A TAX LOT LOCATED IN THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 10; AND ALSO BEING A PLATING OF PART OF THE WEST 1/2 OF THE SE 1/4 OF SAID SECTION 10; ALL LOCATED IN TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M., SHERIDAN COUNTY, WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the Southwest corner of Lot 244, Stonecroft, a subdivision located in said NW 1/4 of Section 10, said point also being on the East right-of-way line of 25th Street, said point also being on the South line of said NW 1/4 of Section 10; thence N89°14'49"E (assumed bearing) along said South line of the NW 1/4 of Section 10, said line also being the South line of said Stonecroft and said Stonecroft Replat 1, a distance of 1894.34 feet to the Southwest corner of said Lot 10, Stonecroft Replat 1; thence along the Westerly line of said Lot 10, Stonecroft Replat 1, on the following described courses; thence N50°17'20"E, a distance of 175.30 feet; thence N47°04'26"W, a distance of 135.00 feet; thence Northeasterly on a curve to the left with a radius of 429.42 feet, a distance of 50.03 feet, said curve having a long chord which bears N42°55'34"E, a distance of 50.00 feet; thence S47°04'26"E, a distance of 140.00 feet; thence N45°07'37"E, a distance of 93.55 feet; thence N26°12'25"E, a distance of 217.91 feet; thence N36°31'40"E, a distance of 94.79 feet; thence N05°29'51"E, a distance of 88.51 feet; thence N12°03'16"E, a distance of 41.12 feet to the Northwest corner of said Lot 10, Stonecroft Replat 1; thence along the Northerly line of said Stonecroft Replat 1 and also the Northerly line of said Stonecroft, said lines also being the Southerly line of said Tax Lot 9A1, on the following described courses; thence S78°53'41"W, a distance of 55.00 feet; thence N58°46'46"W, a distance of 1208.15 feet; thence N42°45'38"W, a distance of 820.55 feet; thence Northwesterly, on a curve to the left with a radius of 138.41 feet, a distance of 109.94 feet, said curve having a long chord which bears N65°30'59"W, a distance of 107.08 feet; thence N88°16'19"W, a distance of 201.47 feet to the Southeast corner of Lot 2, Whittled Creek, a subdivision located in said NW 1/4 of Section 10; thence N03°03'54"E along the East line of said Lot 2 and Lot 1, Whittled Creek, a distance of 222.47 feet; thence N28°15'32"E, a distance of 130.44 feet; thence Northeasterly, on a curve to the left with a radius of 120.76 feet, a distance of 53.04 feet, said curve having a long chord which bears N15°40'38"E, a distance of 52.61 feet; thence N03°06'45"E, a distance of 132.95 feet to a point on the South line of Tax Lot 9B, a tax lot located in said NW 1/4 of Section 10; thence S85°30'56"E along the South line of said Tax Lot 9B and also the South line of Tax Lot 9C, a tax lot located in said NW 1/4 of Section 10, a distance of 333.83 feet to the Southeast corner of said Tax Lot 9C; thence N04°59'04"E along the East line of said Tax Lot 9C, a distance of 200.00 feet to the Northeast corner of said Tax Lot 9C, said point also being a point on the Southerly right-of-way line of Capahert Road; thence along said Southerly right-of-way line of Capahert Road on the following described courses; thence S85°30'05"E, a distance of 782.88 feet; thence S87°39'24"E, a distance of 199.84 feet; thence S77°19'08"E, a distance of 752.26 feet to a point on the West right-of-way line of the Papillon Drainage Ditch; thence S00°04'25"W along said West right-of-way line of the Papillon Drainage Ditch, a distance of 266.17 feet; thence N83°47'04"W, a distance of 219.30 feet; thence S00°12'55"W, a distance of 300.00 feet; thence S89°47'05"E, a distance of 220.04 feet to a point on said West right-of-way line of the Papillon Drainage Ditch; thence S00°04'25"W along said West right-of-way line of the Papillon Drainage Ditch, a distance of 429.24 feet to a point on the South line of the N 1/2 of said NW 1/4 of Section 10; thence N89°06'22"E along said South line of the N 1/2 of the NW 1/4 of Section 10, a distance of 75.01 feet to the Southeast corner of said N 1/2 of the NW 1/4 of Section 10, said point also being the Northwest corner of said Tax Lot 3A; thence S00°04'25"W along the East line of said NW 1/4 of Section 10, a distance of 56.25 feet to a point on the Southerly right-of-way line of said Papillon Drainage Ditch; thence along said Southerly right-of-way line of the Papillon Drainage Ditch on the following described courses; thence Southeasterly on a curve to the left with a radius of 847.02 feet, a distance of 832.70 feet, said curve having a long chord which bears S41°54'12"E, a distance of 799.56 feet; thence S70°04'01"E, a distance of 98.50 feet; thence Southeasterly on a curve to the left with a radius of 2892.11 feet, a distance of 292.29 feet, said curve having a long chord which bears S72°57'44"E, a distance of 292.17 feet; thence S75°51'24"E, a distance of 90.41 feet to a point on the West right-of-way line of the Kennedy Freeway; thence S10°15'44"E along said West right-of-way line of the Kennedy Freeway, a distance of 536.68 feet; thence S10°14'26"E along said West right-of-way line of the Kennedy Freeway, a distance of 310.98 feet; thence S09°09'08"W along said West right-of-way line of the Kennedy Freeway, a distance of 157.75 feet; thence S89°16'14"W, a distance of 193.52 feet; thence N50°14'38"W, a distance of 713.06 feet; thence S00°43'46"E, a distance of 730.74 feet; thence S89°56'39"W, a distance of 194.26 feet; thence S00°14'40"W, a distance of 638.86 feet; thence S83°31'03"W, a distance of 194.66 feet to a point on the East line of said SW 1/4 of Section 10, said line also being the East line of said Tax Lot 10; thence S00°04'15"W along said East line of the SW 1/4 of Section 10, a distance of 1286.80 feet to the Southeast corner of said SW 1/4 of Section 10, said point also being the Southeast corner of said Tax Lot 10; thence S89°41'12"W along the South line of said SW 1/4 of Section 10, said line also being the South line of said Tax Lot 10, a distance of 888.39 feet; thence N00°02'27"E, a distance of 208.71 feet; thence S89°41'12"W, a distance of 208.71 feet to a point on the East line of Tax Lot 11, a tax lot located in said SW 1/4 of Section 10; thence N00°02'27"E along said East line of Tax Lot 11, a distance of 183.29 feet to the Northeast corner of said Tax Lot 11; thence S89°41'12"W along the North line of said Tax Lot 11, a distance of 222.25 feet to the Northwest corner of said Tax Lot 11, said point also being a point on the West line of the SE 1/4 of said SW 1/4 of Section 10; thence S00°02'27"W along the West line of said Tax Lot 11, said line also being said West line of the SE 1/4 of the SW 1/4 of Section 10, a distance of 359.00 feet to a point on the North right-of-way line of Fairview Road; thence S89°41'12"W along said North right-of-way line of Fairview Road, a distance of 1269.38 feet to the point of intersection of said North right-of-way line of Fairview Road and said East right-of-way line of 25th Street; thence N00°00'39"E along said East right-of-way line of 25th Street, a distance of 2621.22 feet to the point of beginning.

96-11730 D

EXHIBIT "B" NORTHERN NATURAL GAS COMPANY PIPELINE EASEMENT



Part of Lot 253, Tregaron, a subdivision located in the East 1/2 of Section 10, Township 13 North, Range 13 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Commencing at the Northeast corner of said Lot 253, Tregaron, said point also being the point of intersection of the Southerly right-of-way line of the Papillion Drainage Ditch and the West right-of-way line of the Kennedy Freeway; thence S10°15'44"E (assumed bearing) along the Easterly line of said Lot 253, Tregaron, said line also being said West right-of-way line of the Kennedy Freeway, a distance of 57.81 feet to the point of beginning; thence continuing S10°15'44"E, along said Easterly line of Lot 253, Tregaron, a distance of 138.49 feet; thence S35°26'00"W, a distance of 66.73 feet; thence S09°36'45"E, a distance of 752.94 feet to a point on the Southerly line of said Lot 253, Tregaron; thence S89°16'14"W along said Southerly line of Lot 253, Tregaron, a distance of 101.36 feet; thence N09°33'16"W, a distance of 781.17 feet; thence N36°02'11"E, a distance of 202.78 feet to the point of beginning.

Said tract of land contains an area of 2.067 acres, more or less.

12/13/95
DATE