

SECOND MODIFICATION AND AMENDMENT
OF EASEMENT GRANT

THIS INSTRUMENT made and entered into between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as "Northern", and the present owners of Lot Nos. 401, 402, 403, 404, 405 and 406, Westridge Addition to the City of Omaha, Douglas County, Nebraska, hereinafter collectively referred to as "Owners":

WITNESSETH THAT:

WHEREAS, Northern is the owner of an Easement grant dated August 5, 1940, recorded in Book 148 of Misc. at Page 229 in the office of the Register of Deeds for Douglas County, Nebraska, which Easement was modified by instrument designated "Modification and Amendment of Easement Grant", recorded in Book 343 of Misc. at Page 377 in the office of the Register of Deeds, Douglas County, Nebraska, covering, in addition to other property:

The rear 25 feet of Lots 401, 402, 403, 404, 405 and 406, Westridge Addition to the City of Omaha, Douglas County, Nebraska;



and

WHEREAS, pursuant to said Easement, Northern has constructed a 4" natural gas pipeline across the above referenced lots, as is more particularly shown on the attached drawing labeled Exhibit A, which by this reference is incorporated herein; and

WHEREAS, the State of Nebraska proposes to construct a concrete flume within the limits of Northern's above described easement and has requested the relocation of Northern's pipeline.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, and the mutual covenants herein contained, the parties hereto agree as follows:

1. Each of the undersigned Owners hereby consents to the relocation of Northern's 4" natural gas pipeline from its present position to the proposed new location, shown on Exhibit A, as such relocation pertains to such Owner's

above described lot.

2. Northern hereby agrees to pay to each Owner any damages which may arise to his growing trees, shrubbery or fences from the relocation herein contemplated.

3. It is specifically provided that Northern's pipeline will be relocated within the limits of the present Easement, that is within the rear 25 feet of each of the lots involved.

4. The Easement referred to above, as amended and modified, shall remain in full force and effect.

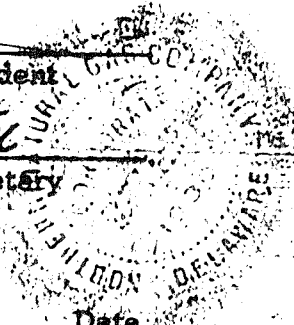
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates specified.

NORTHERN NATURAL GAS COMPANY
"NORTHERN"

Date: October 4, 1962

By L. R. Haas
Vice President

Attest: A. M. Sawtelle
Assistant Secretary

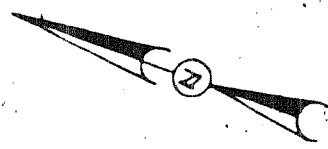
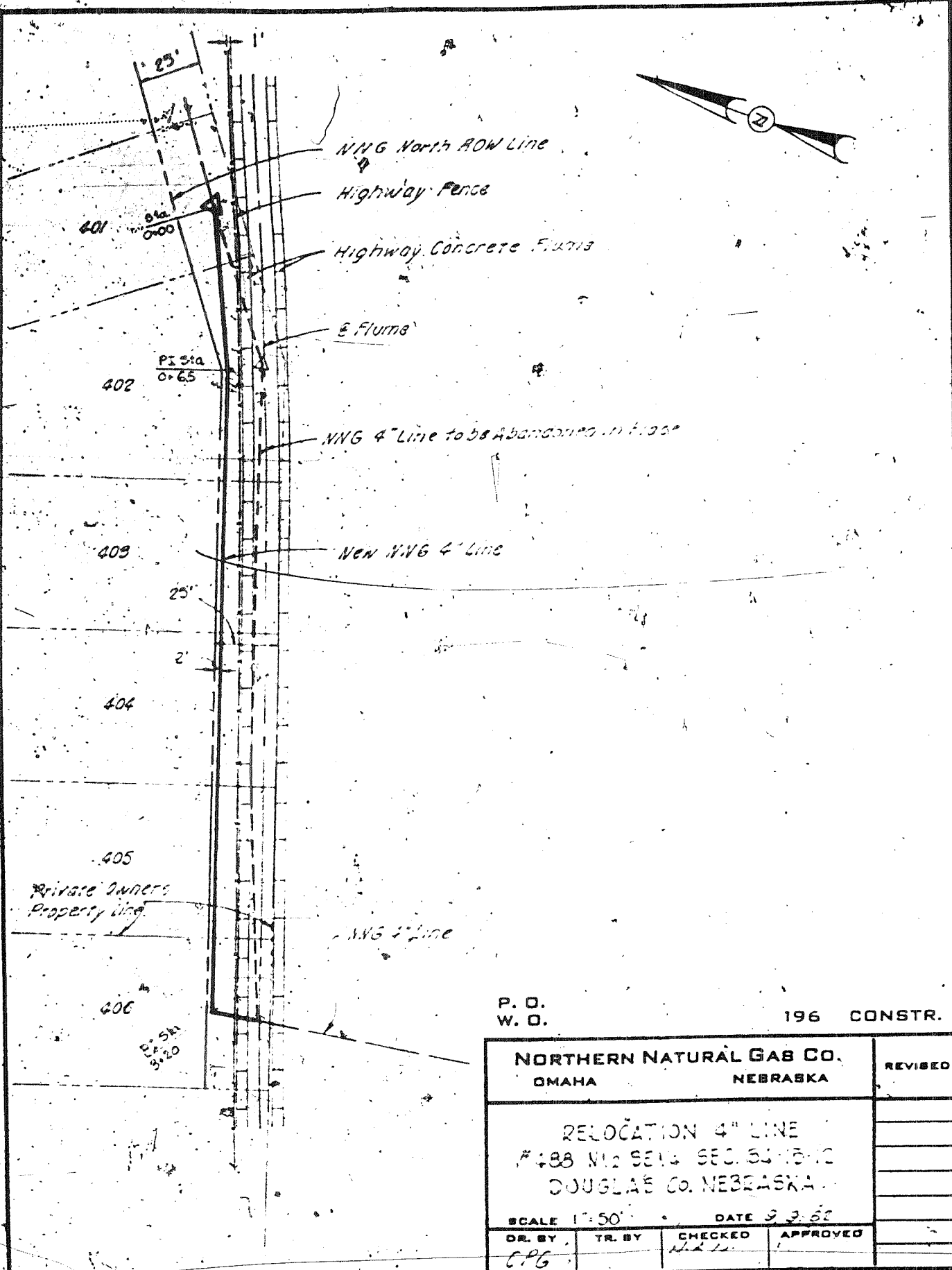


"OWNERS"

Lot No:	Owners:	Date
401	<u>Ronald W. Green</u> <u>Emily Green</u> Husband Wife	<u>Oct 13/62</u>
402	<u>L. A. Thornton</u> <u>May Ann Thornton</u> Husband Wife	<u>Oct 8, 1962</u>
403	<u>W. M. Cornick</u> <u>Agloria M. Cornick</u> Husband Wife	<u>Oct 18, 1962</u>
404	<u>Marlan J. Bender</u> <u>Marian J. Bender</u> Husband Wife	<u>Oct 6</u>
405	<u>William H. Applegate</u> <u>Gladys H. Applegate</u> Husband Wife	<u>Oct 6</u>
406	<u>Donald E. Lissim</u> <u>Virginia M. Lissim</u> Husband Wife	<u>Oct 6</u>

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

On this 4th day of October, A.D., 1962, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came L. R. Haas, Vice President, and A. M. Sawtelle, Assistant Secretary of NORTHERN NATURAL



P. O. 196
 W. O. CONSTR.

NORTHERN NATURAL GAS CO. OMAHA		NEBRASKA		REVISED
RELOCATION 4" LINE #488 N1/2 SE1/4 SEC. 35 T15N R12E DOUGLAS CO. NEBRASKA				
SCALE 1"=50'		DATE 9 3 52		
DR. BY CPG	TR. BY	CHECKED N.R.L.	APPROVED	