

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

95-19366

95-19366
95 NOV-2 PM 12:19

Long
REGISTER OF DEEDS

County C 3
Verify W
D.E. M
Proc. 50
Fees 15
Ch Cash Crd

487-1-46

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 4th day of October, 1995, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation (hereinafter referred to as "Northern"), and APPLE GROVE, INC. (hereinafter referred to as "Owners").

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by Marie D. Grube and Arthur C. Grube on the 20th day of February, 1951, covering the following described premises in Sarpy County, Nebraska:

The Northeast Quarter of the Northwest Quarter of Section 15, Township 14 North, Range 12 East;

which Easement was recorded the 23rd day of August, 1951, in Book 15 of Miscellaneous Records at Page 49 in the Office of the Register of Deeds for Sarpy County, Nebraska (hereinafter referred to as "Easement"); and

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

WHEREAS, of the premises described in the Easement, Owners are present owners of the following described premises (hereinafter referred to as "Owned Premises"):

The Northeast Quarter of the Northwest Quarter of Section 15, Township 14 North, Range 12 East, except that part taken for road right of way and except Tax Lot R1.

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.

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 only to a strip of land 86 feet in width as described below (hereinafter referred to as "Pipeline Right-Of-Way"):

That part of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 15, Township 14 North, Range 12 East, described as follows: Commencing at the NE corner of said NE $\frac{1}{4}$; thence S89 $^{\circ}$ 53'17"W (assumed bearing) 1049.18 feet on the north line of said NE $\frac{1}{4}$; thence S00 $^{\circ}$ 06'11"E 50.00 feet to the south right-of-way line of Harrison Street and the point of beginning; thence S00 $^{\circ}$ 06'11"E 1274.04 feet to a point on the south line of said NE $\frac{1}{4}$, said point being 271.09 feet West of the SW corner of said NE $\frac{1}{4}$; thence N89 $^{\circ}$ 56'35"W 86.00 feet on the south line of said NE $\frac{1}{4}$; thence N00 $^{\circ}$ 06'11"W 1274.12 feet to the south right-of-way line of Harrison Street; thence S89 $^{\circ}$ 53'17"W 86.00 feet on the south right-of-way line of Harrison Street to the point of beginning. E w p d

*This' given
Bk 15 Pg 49
is actually
15-47*

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, within which Pipeline Right-Of-Way said 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. Owners 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 Owners and Northern permitting certain limited use by Owners 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; provided, however, Owners will stipulate in the subdivision covenants that, if fences are constructed across the Pipeline Right-Of-Way, gates will be installed on both sides of the Pipeline Right-Of-Way, and these gates shall remain unlocked at all times.

4. Owners 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"

"OWNERS"

NORTHERN NATURAL GAS COMPANY

APPLE GROVE, INC.

By David W. Linder

By Henry J. Hudbeck

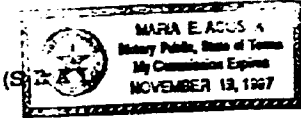
Title Agent and Attorney-In-Fact

Title Pres

STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

On this 25th day of October, 1995, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came David G. ..., 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. Acus
Notary Public
My Commission Expires 11-19-97

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

On this 4th day of OCTOBER, 1995, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came HENRY J. SUDBECK, the PRESIDENT of Apple Grove, Inc., 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 corporation.

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

(S E A L)

Joseph C. Franco
Notary Public
My Commission Expires JAN. 20, 1998

