

"Cadastral" Copy

Richard R. Berner et al
to
Public \$25.00 Doc#148
FILED FOR RECORD 04/07/94 AT 2:00 P. M.
IN BOOK 14 OF Misc. PAGE 240
REGISTER OF DEEDS, CASS CO., NE Patricia Neisinger
(Filed in Plat Book 6, Page 85A)

"Indian Hills Subdivision"

located in the NE1/4 of the SE1/4, the NW1/4 of the SE1/4, the SW1/4 of the NE1/4, the SE1/4 of the NE1/4 and the NW1/4 of the NE1/4 of Section 21-T12N-R11E of the 6th P.M., Cass County, Nebraska

SURVEYOR'S CERTIFICATE

I hereby certify that I have accurately surveyed and staked the boundary of "INDIAN HILLS SUBDIVISION", located in the NE1/4 of the SE1/4, the NW1/4 of the SE1/4, the SW1/4 of the NE1/4, the SE1/4 of the NE1/4 and the NW1/4 of the NE1/4 of Section 21-T12N-R11E of the 6th P.M., Cass County, Nebraska, more fully described as follows:

Referring to the E1/4 Corner of said Section 21; thence S 0°01'28" E, (assumed bearing), along the East line of the NE1/4 SE1/4, 570.00' to the true point of beginning; thence continuing S 0°01'28" E, 745.93'; to the SE Corner of the NE1/4 SE1/4; thence S 89°50'31" W, 866.00'; thence N 42°07'56" W, 947.11'; thence S 89°50'31" W, 498.79'; thence N 0°17'55" W, 501.41'; thence S 89°50'31" W, 319.07' to a point on the Easterly right of way line of Mahoney Road; thence N 11°46'08" E, 102.87'; thence N 6°43'56" E, 584.49'; thence N 72°55'54" E, 276.17'; thence N 4°11'35" E, 380.43'; thence S 74°32'06" E, 40.07'; thence N 1°31'29" E, 315.07'; thence S 89°04'34" E, 8.99'; thence N 19°16'06" E, 90.22' to point on the Southerly line of Mahoney Road; thence N 66°54'09" E, 112.74'; thence N 76°53'04" E, 199.85'; thence S 0°10'25" E, 184.79'; thence N 89°37'19" E, 208.75'; thence N 89°36'26" E, 986.94'; thence S 41°28'06" W, 270.29'; thence S 73°14'47" W, 4.01'; thence S 0°00'00" W, 1124.79'; thence S 31°04'28" E, 663.95'; thence N 89°58'32" E, 200.00' to the point of beginning. Contains 91.52 acres, more or less.



Signed this 7th day of April, 1994.
Charles P. Jordan
CHARLES P. JORDAN LS 420

DEDICATION
KNOW ALL MEN BY THESE PRESENTS:
that we, RICHARD R. BERNER and (MURIEL A. BERNER) (Deceased) (husband & wife), JAMES P. McGAHAN and JANE L. McGAHAN, (husband & wife), MIKE GOBBER, (a single person), DANIEL T. HRABIK and DEBRA A. HRABIK, (husband & wife), DENNIS L. BRAUNESREITHER, (a single person), and LONNIE R. COONTS, (a single person), being the sole owners of the tract of land described within the Surveyor's Certificate, do hereby approve of our land being subdivided, as shown on this plat, to now be known as "INDIAN HILLS SUBDIVISION". The Street right of ways are 50 wide, except where shown otherwise, and are hereby dedicated to the public, for public use. We do also grant 5' wide easements along all lot lines for the placement and maintenance of any and all public utilities, on, over, through, under and across said easements. This subdivision is also subject to any and all easements of record, as of the last date shown hereon.
Richard R. Berner RICHARD R. BERNER
Jane L. McGahan JANE L. McGAHAN
Daniel T. Hrabik DANIEL T. HRABIK
Mike Gobber MIKE GOBBER
Lonnie R. Coonts LONNIE R. COONTS
Muriel A. Berner MURIEL A. BERNER (Deceased)
Jane L. McGahan JANE L. McGAHAN
Debra A. Hrabik DEBRA A. HRABIK
Dennis L. Braunesreither DENNIS L. BRAUNESREITHER

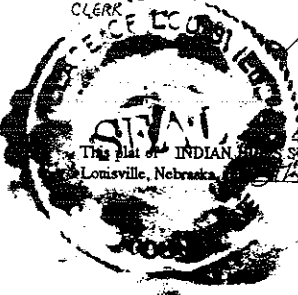
ACKNOWLEDGEMENT OF NOTARY
STATE OF Nebraska)
COUNTY OF Cass)
On this 7 day of April, 1994, before me, a notary public, duly commissioned and qualified in and for said County, did appear RICHARD R. BERNER and MURIEL A. BERNER, (husband & wife), who are personally known by me to be the identical persons whose names appears on this plat, and they did acknowledge their execution of the foregoing plat approval to be their voluntary act and deed.
Witness my hand and official seal the date last aforesaid.
Cynthia A. Fenton
NOTARY PUBLIC
My commission expires 9-23-97.

ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA)
COUNTY OF CASS)
On this 5th day of April, 1994, before me, a notary public, duly commissioned and qualified in and for said County, did appear RICHARD R. BERNER and MURIEL A. BERNER, (husband & wife), JAMES P. McGAHAN and JANE L. McGAHAN, (husband & wife), MIKE GOBBER, (a single person), DANIEL T. HRABIK and DEBRA A. HRABIK, (husband & wife), DENNIS L. BRAUNESREITHER, (a single person), and LONNIE R. COONTS, (a single person), who are personally known by me to be the identical persons whose names appears on this plat, and they did acknowledge their execution of the foregoing dedication to be their voluntary act and deed.
Witness my hand and official seal the date last aforesaid.
Richard R. Berner
NOTARY PUBLIC
My commission expires Nov. 20, 1995.

APPROVAL OF CHAIRMAN AND BOARD OF TRUSTEES VILLAGE OF LOUISVILLE, NEBRASKA

This plat of "INDIAN HILLS SUBDIVISION", is hereby approved by the Chairman and Board of Trustees of village of Louisville, Nebraska, this 5th day of April, 1994.

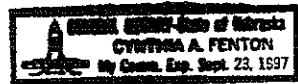
ATTEST:
Dev Dennis CLERK
James R. Stealy CHAIRMAN



APPROVAL OF VILLAGE PLANNING BOARD

This plat of "INDIAN HILLS SUBDIVISION", is hereby approved by the Planning Board of the Village of Louisville, Nebraska, this 7th day of April, 1994.

John J. Mueller
CHAIRMAN



COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes due against the property described within the Surveyor's certificate and embraced within this plat, as shown by the records of this office, this 7th day of April, 1994.

Richard Wassinger
RICHARD WASSINGER, CO. TREASURER

Sheet 2 of 2 sheets



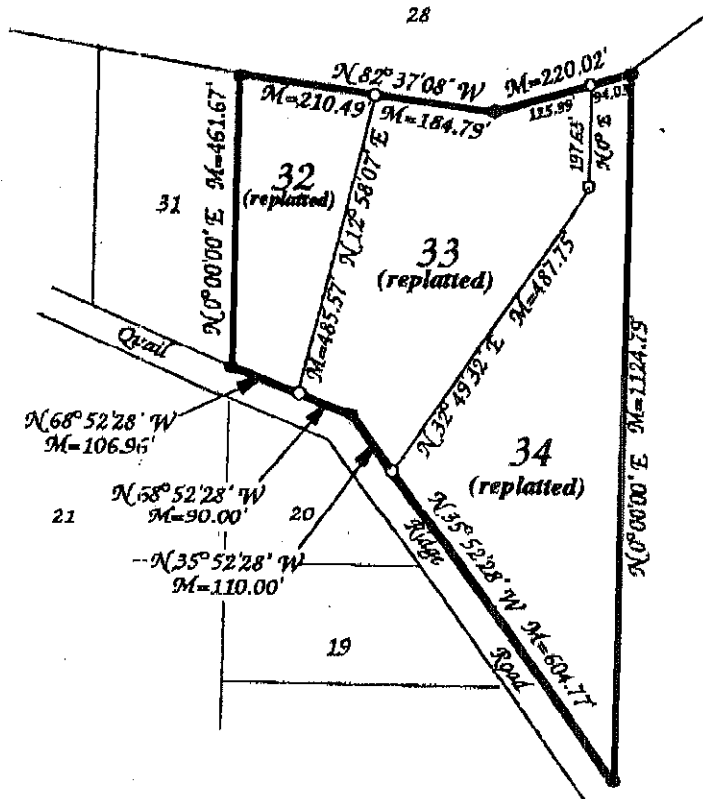
JORDAN SURVEYING COMPANY
LAND SURVEYORS
PLATISMOUTH, NEBRASKA 68048 (402) 296-3750
Drawn by: C Jordan
Project No. 120786
Field Book-page 23,04
Disc 27
MCMXXIII CP1/5
Berner

Printed in the United States of America

North

Scale 1" = 300'

P=Plat distance
 M=Measured dist.
 R=Record dist.
 ●= Found rebar
 ○= Set 5/8"x24" rebar



23

AFFIDAVIT OF CORRECTION
 I, Charles P. Jordan, do hereby submit this plat in order to correct errors in dimensions on the "REPLAT OF LOTS 32, 33 and 34, INDIAN HILLS SUBDIVISION". The dimensions of the lines common to Lots 33 and 34, are corrected as shown on this plat. I hereby certify that I am the identical person whose name appears on the Surveyor's Certificate of said "REPLAT OF LOTS 32, 33 and 34, INDIAN HILLS SUBDIVISION".
 Signed this 1st day of December, 1994.
Charles P. Jordan
 CHARLES P. JORDAN LS 420

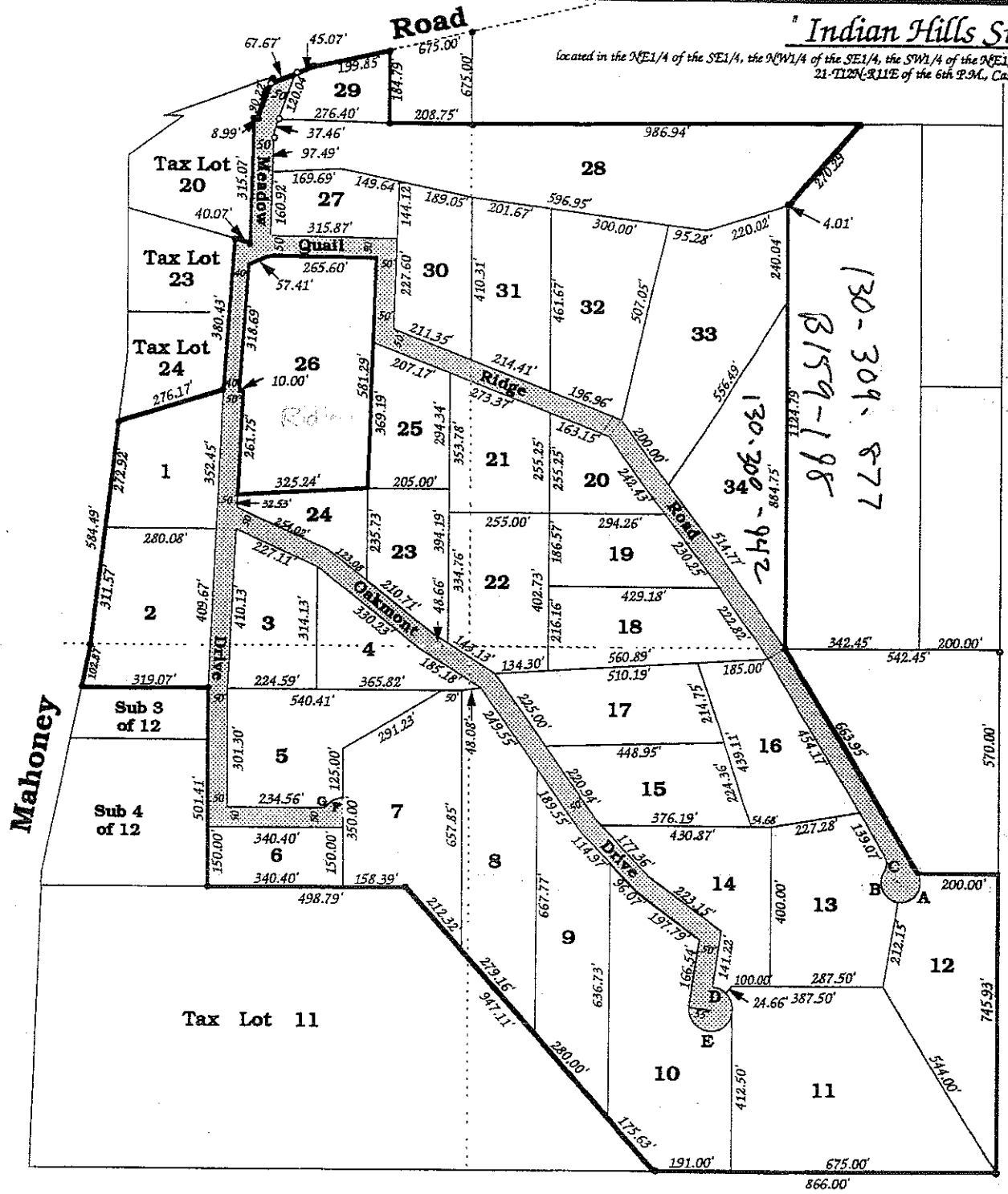
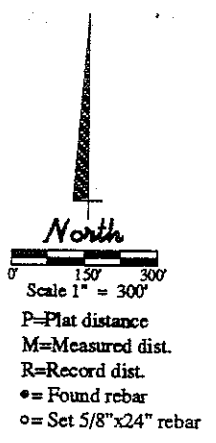
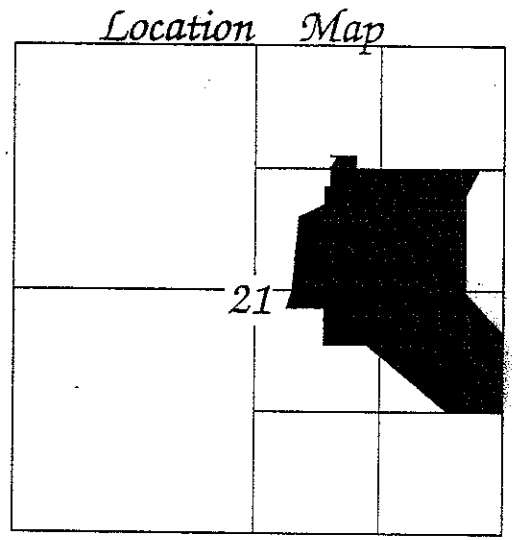
ACKNOWLEDGEMENT OF NOTARY
 STATE OF NEBRASKA

COUNTY OF GASS)
)
 On this 1st day of December, 1994, before me, a notary public, duly commissioned and qualified in and for said County, did appear CHARLES P. JORDAN, who is personally known by me to be the identical person whose name appears on this plat, and he did acknowledge his execution of the foregoing affidavit to be his voluntary act and deed.
 Witness my hand and official seal the date last aforesaid.

John L. Hurst Jr.
 NOTARY PUBLIC

My commission expires _____

GENERAL NOTARY - State of Nebraska
 JOHN L. HURST JR.
 My Comm. Exp. Apr. 28, 1995



"Indian Hills Subdivision"
located in the NE1/4 of the SE1/4, the NW1/4 of the SE1/4, the SW1/4 of the NE1/4, the SE1/4 of the NE1/4 and the NW1/4 of the NE1/4 of Section 21-T12N-R11E of the 6th P.M., Cass County, Nebraska



Sheet 1 of 2 sheets

JORDAN SURVEYING COMPANY
LAND SURVEYORS

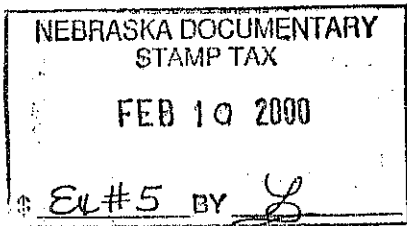
PLATTSMOULTH, NEBRASKA 68048 (402) 296-3750

Drawn by: C Jordan
Project No. 120786
Field Book-page 23,04
Disc 27

Beiner

#180

COMPARED



FILED FOR RECORD 02-10-00 AT 8:30 A.M.
 IN BOOK 171 OF Deeds PAGE 706
 REGISTER OF DEEDS, CASS CO., NE Patricia Manning
Doc# 180 \$10.50 [Signature]

WARRANTY DEED

For the consideration of ONE DOLLAR AND 00/100 and other valuable consideration, RICHARD R. BERNER and MARY S. BERNER, husband and wife, GRANTORS, do hereby convey to BERNER, L.L.C., a Nebraska Limited Liability Company, GRANTEE, The following described real estate in Cass County, Nebraska:

LOTS 1, 3, 4, 8, 20, 22, 23, 28, 29, 30, AND 34, INDIAN HILLS SUBDIVISION, LOCATED IN THE EAST 1/2 OF SECTION 21-12N-R11 EAST OF THE 6th P.M., CASS COUNTY, NEBRASKA

GRANTORS covenant with GRANTEE that GRANTORS:

- (1) are lawfully seized of such real estate and that it is free from encumbrances except covenants, easements, restrictions, liens, and encumbrances of record;
- (2) have legal power and authority to convey the same;
- (3) warrant and will defend title to the real estate against the lawful claims of all persons.

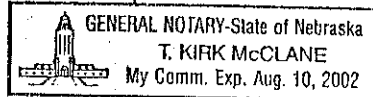
Executed JANUARY 28, 2000

Richard R. Berner
 RICHARD R. BERNER
Mary S. Berner
 MARY S. BERNER

STATE OF NEBRASKA)
) ss.
 COUNTY OF CASS)

The foregoing instrument was acknowledged before me on Jan 28 2000, by Richard R. Berner, a married person.

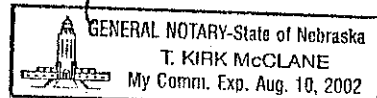
T. Kirk McClane
 Notary Public



STATE OF NEBRASKA)
) ss.
 COUNTY OF CASS)

The foregoing instrument was acknowledged before me on Jan 28 2000, by Mary S. Berner, a married person.

T. Kirk McClane
 Notary Public



PREFACE TO DEED OF TRUST

RDB A. PROPERTY NOT SUBJECT TO HOMESTEAD:

The Borrowers acknowledge that the real estate described in the following Deed of Trust is not individually owned agricultural land, and that Borrowers waive and disclaim any right to claim homestead or exemption rights in and to said real estate through any now existing or subsequently enacted homestead laws, or the common law relating to homesteads and exemptions.

B. DISCLAIMER OF RIGHT TO DESIGNATE HOMESTEAD:

The Borrowers acknowledge that they are about to execute the following Deed of Trust upon the real estate described therein. The Borrowers and each of them, if more than one, do hereby disclaim their right to designate a homestead pursuant thereto. No part of the homestead of either of the Borrowers is presently or will in the future be situated upon said real estate. The Borrowers understand that if either establishes a homestead on any part of said real estate during the time the Deed of Trust remains unsatisfied and a lien upon said real estate, there shall be no right to make a designation of homestead in the event of a foreclosure or trustee's sale with respect to said Deed of Trust.

C. WAIVER OF RIGHT TO DESIGNATE HOMESTEAD:

The Borrowers acknowledge that they are about to execute the following Deed of Trust upon the real estate described therein. The Borrowers and each of them if more than one, do hereby waive their right to designate a homestead pursuant thereto. The Borrowers understand that they have the right to make a designation of homestead and that by executing this waiver, they are waiving rights otherwise available for the purpose of affording them the opportunity to retain their homestead in the event of a default upon the Deed of Trust.

D. DESIGNATION OF HOMESTEAD:

Pursuant to the Farm Homestead Protection Act (Section 76-1901 et seq. Revised Statutes of the State of Nebraska), the Borrowers do hereby designate the real property described in the "Designation of Homestead" attached hereto and incorporated herein by this reference.

FILED FOR RECORD 2-21-95 AT 9:14 A.M.
IN BOOK 269 OF 1778 PAGE 510
REGISTER OF DEEDS, CASS CO., NE Patricia Meisinger
Doc #341 \$2350

Trustors:
Richard Berner
(Richard Berner)

COMPARED

STATE OF NEBRASKA
COUNTY OF CASS

The foregoing instrument was acknowledged before me on July 14, 1995, at 9:00 o'clock A.M. by Richard Berner, a single person, further, I witnessed the execution of the Homestead Elections referred to above, and that trustor elected option A, by affixing their initials to the said option.



Mike Nelson
Notary Public

DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS made on July 14, 1995, among Trustors, Richard Berner, a single person, whose mailing address is PO Box 45, Louisville, Ne. 68037, as Trustor, and Farmers & Merchants Bank, Milford, Nebraska, as Trustee, and Farmers & Merchants Bank, Milford, Ne., Nebraska, as Beneficiary:

WITNESSETH:

That Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with power of sale, the following described Real Estate:
Lots 1, 2, 3, 4, 5, 8, and 11, in Indian Hills Subdivision in Section 21, Township 12 North, Range 11 East of the 6th P.M., Cass County, Nebraska.

THIS IS A CONSTRUCTION SECURITY AGREEMENT WITHIN THE MEANING OF THE NEBRASKA CONSTRUCTION LIEN ACT.

together with all interest which Trustor now has or may hereafter acquire in and to said Real Estate and in and to: (a) all easements and rights of way appurtenant thereto and all of the estate, right, title, interest, claim and demand whatsoever of Trustor in the Real Estate, either at law or in equity, now or hereafter acquired; (b) all structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Real Estate (the "Improvements"); (c) all machinery, appliances apparatus, equipment and fixtures now or hereafter located in, upon or under the Real Estate or the Improvements, or any part thereof, and used or usable in connection with any present or future operation thereof, and all additions thereto and replacements therefor; (d) all articles of personal property and any additions to, substitutions for, changes in or replacements of the whole or any part thereof, including without limitation, all furniture and furnishings, now

or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the Real Estate or the Improvements, or any portion thereof, and owned by the Trustor or in which Trustor now has or hereafter acquires an interest; (e) all of the rents, royalties, issues and profits of the Real Estate and the Improvements, or arising from the use or enjoyment of all or any portion thereof or from any lease, license, concession, occupancy agreement or other agreement pertaining thereto (the "Rents and Profits"), and all right, title and interest of Trustor in and to all leases, licenses and occupancy agreements of the Real Estate or of the Improvements now or hereafter entered into and all right, title and interest of Trustor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by tenants, lessees or licensees as applicable, of their obligations thereunder; (f) all building materials and supplies now or hereafter placed on the Real Estate or in the Improvements; (g) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards; (h) all homestead rights as now or hereafter provided by Nebraska Law; and (i) all other or greater rights and interests of every nature in the Real Estate and the Improvements and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by Trustor. The property so conveyed hereunder is hereinafter referred to as "such property".

FOR PURPOSE OF SECURING:

A. Payment of the principal sum of Sixty-three thousand and no/100----- Dollars (~~\$63,000.00*****~~) evidenced by that certain Promissory Note dated of even date herewith (hereinafter referred to as "Promissory note") issued by Trustor in said amount and payable to the order of Beneficiary, together with interest thereon, late charges and prepayment bonuses according to the terms of the Promissory Note and all renewals, extensions and modifications thereof.

B. Performance, discharge of and compliance with every obligation, covenant and agreement of Trustor incorporated by reference or contained herein or in any other security agreement or deed of trust at any time given to secure any indebtedness hereby secured, or any part thereof.

C. The performance, discharge of and compliance with every obligation created by a guaranty agreement or continuing guaranty or similar agreement in securing the performance of the Promissory Note referenced above herein.

D. The performance, discharge of and compliance with every obligation, covenant and agreement contained in a loan agreement of the Trustor or the Maker of the aforementioned Promissory Note or other individuals executed at or reasonably near the time of the execution of said Promissory Note.

E. Payment of all fees and charges of Beneficiary, whether or not set forth herein.

F. Payment of future advances necessary to protect such property.

G. Future advances made to trustor or either of them, the total future advances not to exceed the sum of Two hundred thousand Dollars (\$200,000.00*****).

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS:

1. Title: That it is lawfully seized and possessed of a good and Indefeasible title and estate to such property in fee simple and will forever warrant and defend the title thereto against the claims and demands of all persons whosoever; that it will, at its expense, maintain and preserve the lien of this Deed of Trust as a first and paramount lien upon such property.

2. Maintenance: To keep such property in good condition and repair; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay, when due, all claims for labor performed and materials furnished therefor and for any alterations thereof; to comply with the provisions of restrictions affecting such property; not to remove, demolish or materially alter any building, or the character or use thereof at any time thereon; not to drill or extract, not to permit the drilling for or extraction of oil, gas or other hydrocarbon substances or any mineral of any kind unless the written consent of Beneficiary is first had and obtained; not to commit or permit any waste thereof or any act upon such property in violation of law; to do all other acts in a timely and proper manner which from the character or use of such property may be reasonably necessary to protect and preserve said security, the specific enumerations herein not excluding the general.

3. Construction of Improvements: To complete in good and workmanlike manner any building or improvement or repair relating thereto which may be begun on such property or contemplated by the loan secured hereby, to pay when due all costs and liabilities incurred therefor, and not to permit any construction lien against such property. Trustor also agrees, anything in this Deed of Trust to the contrary notwithstanding: (a) to promptly commence work and to complete the proposed improvements promptly, (b) to complete same in accordance with plans and specifications as approved by Beneficiary, (c) to comply with all of the terms of any construction loan agreement between Trustor and Beneficiary, (d) to allow Beneficiary to inspect such property at all times during construction, and (e) to replace any work or materials unsatisfactory to Beneficiary, within fifteen (15) days after written notice from Beneficiary of such fact, which notice may be given to Trustor by registered or certified mail, sent to his last known address, or by personal service of the same.

4. Fire and Casualty Insurance: To keep such property insured against loss or damage by fire and other risk or risks which, in the opinion of Beneficiary should be insured against, under policies of insurance with loss payable to Beneficiary in form, amount and companies acceptable to Beneficiary. Said policies shall be delivered to and remain in possession of Beneficiary as further security for the faithful performance of these obligations, which delivery shall constitute an assignment by Trustor to Beneficiary to all rights thereunder, including all return premiums; to deliver to Beneficiary a policy or policies renewing or extending any expiring insurance with a receipt showing premiums paid at least thirty (30) days before expiration. If Trustor fails to so deliver any renewal policies, Beneficiary may procure such insurance as it may elect and may make payment of premiums thereon, which payment is repayable on demand. Neither Trustor nor Beneficiary shall be responsible for obtaining or maintaining such insurance. Beneficiary, from time to time, may furnish to any insurance agency or company, or any other person, any information contained in or extracted from any insurance policy heretofore delivered to Beneficiary pursuant hereto, and any information concerning the loan secured hereby. In no event and whether or not default hereunder has occurred shall Beneficiary, by the fact of approving, accepting or obtaining such insurance, incur any liability for the amount of such insurance, the form or legal sufficiency of insurance contracts, solvency of insurers, or payment of losses by insurers, and Trustor hereby expressly assumes full responsibility therefor and liability, if any, thereunder. In the event of loss, Trustor shall give immediate written notice to Beneficiary, and Beneficiary may, but is not obligated to, make proof of loss if not made promptly by Trustor. In case of any loss the amount collected under any policy of insurance on such property may, at the option of the Beneficiary, be applied by Beneficiary upon any indebtedness and/or obligation secured hereby and in such order and amount as Beneficiary may determine; or such amount or any portion thereof may, at the option of the Beneficiary, either by used in replacing or restoring the improvements partially or totally destroyed to a condition satisfactory to said Beneficiary, or said amount, or any portion thereof, may be released to the Trustor. In any such event neither the Trustor nor the Beneficiary shall be obligated to see the proper application thereof; nor shall the amount so released or used be deemed a payment on any indebtedness secured hereby. Such application, use, and/or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Any unexpired insurance and all returnable insurance premiums shall inure to the benefit of, and pass to, the purchaser of the property covered thereby at any Trustee's sale held hereunder. If said property is sold pursuant to the power of sale contained herein or pursuant to any decree of foreclosure, all right, title and interest of Trustor in and to the proceeds of fire and other insurance policies for damage prior to the sale, which proceeds are not received prior to the date of said sale, shall belong to Beneficiary.

5. Taxes and Other Sums Due: To pay, satisfy and discharge, at least ten (10) days before delinquency, all general and special taxes and assessments affecting such property, and in no event later than the date such amounts become due: (1) all encumbrances, charges and liens, with interest, on such property, or any part thereof, which are, or appear to Beneficiary to be prior to or superior hereto, (2) all costs, fees and expenses of this trust, whether or not described herein, (3) fees or charges for any statement regarding the obligation secured hereby in any amount demanded by Beneficiary, not to exceed the maximum amount allowed by law hereof at the time when such request is made, (4) such other charges as the Beneficiary may deem reasonable for services rendered by Beneficiary and furnished at the request of Trustor or any successor in interest to Trustor, (5) if such property includes a leasehold estate, all payments and obligations required of the Trustor, or his successor in interest, under the terms of the instrument or instruments creating such leasehold, Trustor hereby agreeing not to amend, change, or modify his leasehold interest or the terms on which he has such leasehold interest, or to agree to do so, without the written consent of Beneficiary being first obtained, (6) all payments and monetary obligations required of the owner of such property under any declaration of covenants, conditions and restrictions pertaining to such property or any modification thereof. Should Trustor fail to make any such payment, Beneficiary, without contesting the validity or amount, may elect to make or advance such payment, together with any costs, expenses, fees or charges relating thereto, including employing counsel and paying his reasonable fees. Trustor agrees to notify Beneficiary immediately upon receipt of Trustor of notice of any increase in the assessed value of such property and agrees that Beneficiary, in the name of Trustor, may contest by appropriate proceedings such increase in assessment.

In the event of the passage of any law deducting from the value of real property for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of deeds of trust or debts secured by deeds of trust for state or local purposes, or the manner of the collection of any such taxes, so as to affect this Deed of Trust, the holder of this Deed of Trust and of the obligations which it secures shall have the right to declare all sums secured hereby due as of a date to be specified by not less than 30 days' written notice to be given to Trustor by Beneficiary; provided, however, that such election shall be ineffective if Trustor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, does pay such tax and agrees to pay any such tax when hereafter levied or assessed against such property.

6. Sums Advanced to Bear Interest: To pay immediately upon demand any sums advanced or paid by Beneficiary or Trustee under any clause or provision of this Deed of Trust. Any such sums, until so repaid, shall be secured hereby and bear interest from the date advanced or paid at the same rate as the Promissory Note and shall be secured by this Deed of Trust.

7. Assignment of Deposits: That as further additional security if this be a construction loan, Trustor hereby transfers and assigns to Beneficiary during continuance of these Trusts, all right, title and interest to any and all monies deposited by Trustor or deposited on behalf of Trustor with any city, county, public body or agency, sanitary district, gas and/or electric company, telephone

MISCELLANEOUS RECORD NO. 14

51516-REDFIELD & COMPANY, INC., OMAHA

COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes due against the proerty described within the Surveyor's certificate and embraced within this plat, as shown by the records of this office, this 18 day of March, 1994.

(CASS COUNTY)
(COUNTY TREASURER SEAL)
(NEBRASKA)

Richard Wassinger
by Cynthia A. Fenton, Deputy
RICHARD WASSINGER, CO. TREASURER

PLAT
Richard R. Berner et al
to
Public

FILED: 07 April 1994 2:00 P.M.
Patricia Meisinger, Register of Deeds
\$ 25.00 Doc.#148

(Filed in Plat Book 6, Page 85A)

"Indian Hills Subdivision"

located in the NE 1/4 of the SE 1/4, the NW 1/4 of the SE 1/4, the SW 1/4 of the NE 1/4, the SE 1/4 of the NE 1/4 and the NW 1/4 of the NE 1/4 of Section 21-T12N-R11E of the 6th P.M., Cass County, Nebraska

SURVEYOR'S CERTIFICATE

I hereby certify that I have accurately surveyd and staked the boundary of "INDIAN HILLS SUBDIVISION", located in the NE 1/4 of the SE 1/4, the NW 1/4 of the SE 1/4, the SW 1/4 of the NE 1/4, the SE 1/4 of the NE 1/4 and the NW 1/4 of the NE 1/4 of Section 21-T12N-R11E of the 6th P.M., Cass County, Nebraska, more fully described as follows:

Referring to the E 1/2 Corner of said S 21; thence S 0°01'28" E, (assumed bearing), along the East line of the NE 1/4 SE 1/4, 570.00' to the true point of beginning; thence continuing S 0°01'28" E, 745.93', to the SE Corner of the NE 1/4 SE 1/4; thence S 89°50'31" W, 866.00'; thence N 42°07'56" W, 947.11'; S 89°50'31" W, 498.79'; thence N 0°17'55" W, 501.41'; thence S 89°50'31" W, 319.07' to a point on the Easterly right of way line of Mahoney Road; thence N 11°46'08" E, 102.87'; thence N 6°43'56" E, 584.49'; thence N 72°55'54" E, 276.17'; thence N 4°11'35" E, 380.43'; thence S 74°32'06" E, 40.07; thence N 1°31'29" E, 315.07'; thence S 89°04'34" E, 8.99'; thence N 19°16'06" E, 90.22' to point on the Southerly line of Mahoney Road; thence N 66°54'09" E, 112.74'; thence N 76°53'04" E, 199.85'; thence S 0°10'25" E, 184.79'; thence N 89°37'19" E, 208.75'; thence N 89°36'26" E, 986.94'; thence S 41°28'06" W, 270.29'; thence S 73°14'47" W, 4.01'; thence S 0°00'00" W, 1124.79'; thence S 31°04'28" E, 663.95'; thence N 89°58'32" E, 200.00' to the point of beginning. Contains 91.52 acres, more or less. Signed this 7th day of April, 1994.

(NEBRASKA REGISTERED LAND SURVEYOR)
(LS-420)
(Charles P. Jordan)

Charles P. Jordan
CHARLES P. JORDAN LS420

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

that we, RICHARD R. BERNER, and (MURIEL A. BERNER) Deceased, (husband & wife), JAMES P. MC GAHAN and JANE L. MC GAHAN, (husband & wife), MIKE GOBBER, (a single person), DANIEL T. HRABIK and DEBRA A HRABIK, (husband & wife), DENNIS L. BRAUNESREITHER, (a single person), and LONNIE R. COONTS, (a single person), being the sole owners of the tract of land described within the Surveyor's Certificate, do hereby approve of our land being subdivided, as shown on this plat, to now be known as "INDIAN HILLS SUBDIVISION". The Street right of ways are 50' wide, except where shown otherwise, and are hereby dedicated to the public, for public use. We do also grant 5' wide easements along all lot lines for the placement and maintenance of any and all public utilities, on, over, through, under and across said easements. This subdivision is also subject to any and all easements of record, as of the last date shown hereon.

Richard R. Berner
RICHARD R. BERNER

James P. McGahan
JAMES P. MCGAHAN

Daniel T. Hrabik
DANIEL T. HRABIK

Mike Gobber
MIKE GOBBER

Lonnie R. Coonts
LONNIE R. COONTS

Deceased
MURIEL A. BERNER

Jane L. McGahan
JANE L. MCGAHAN

Debra A. Hrabik
DEBRA A. HRABIK

Dennis L. Braunesreither
DENNIS L. BRAUNESREITHER

ACKNOWLEDGEMENT OF NOTARY

STATE OF Nebraska)
)ss
COUNTY OF Cass)

On this 7 day of April, 1994, before me, a notary public, duly commissioned and qualified in and for said County did appear RICHARD R. BERNER and MURIEL A. BERNER, (husband & wife), who are personally known by me to be the identical persons whose names appears on this plat, and they did acknowledge their execution of the foregoing plat approval to be their voluntary act and deed.

Witness my hand and official seal the date last aforesaid.

(GENERAL NOTARY-State of Nebraska)
(CYNTHIA A. FENTON)

Cynthia A. Fenton
NOTARY PUBLIC

Blue Border
100% Cotton Heavy Weight Paper

MISCELLANEOUS RECORD NO. 14

51516-REDFIELD & COMPANY, INC., OMAHA

FLEXIBLE BINDING
LL BROWN & COMPANY, INC.
CHICAGO, ILL.

~~This is to certify that I find no regular or special taxes due against the property described within the Surveyor's certificate and embraced within this plat, as shown by the records of this office, this 14th day of April, 1994.~~

~~(CASS COUNTY)~~
~~(COUNTY TREASURER SEAL)~~
~~(NEBRASKA)~~

~~RICHARD WASSINGER, CO. TREASURER~~

ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
)ss
 COUNTY OF CASS)

On this 5th day of April, 1994, before me, a notary public, duly commissioned and qualified in and for said County, did appear, ~~REGHARD R. BERNER and MURIEL A. BERNER, (husband & wife)~~, JAMES P. MC GAHAN and JANE L. MC GAHAN, (husband & wife), MIKE GOBBER, (a single person), DANIEL T. HRABIK and DEBRA A. HRABIK, (husband & wife), DENNIS L. BRAUNESREITHER, (a single person), and LONNIE R. COONTS, (a single person), who are personally known by me to be the identical persons whose names appears on this plat, and they did acknowledge their execution of the foregoing dedication to be their **voluntary** act and deed.

Witness my hand and official seal the date last aforesaid.

(GENERAL NOTARY-State of Nebraska)
 (RICHARD R. BERNER)
 (My Comm. Exp. Nov. 20, 1995)

Richard R. Berner
 NOTARY PUBLIC

My commission expires Nov. 20, 1995.

APPROVAL OF CHAIRMAN AND BOARD OF TRUSTEES

VILLAGE OF LOUISVILLE, NEBRASKA

This plat of "INDIAN HILLS SUBDIVISION", is hereby approved by the Chairman and Board of Trustees of the village of Louisville, Nebraska, this 5th day of April, 1994.

Bev Dennis
 CLERK

James R. Sleeter
 CHAIRMAN

(VILLAGE OF LOUISVILLE)
 (SEAL)
 (CASS COUNTY, NE)

APPROVAL OF VILLAGE PLANNING BOARD

This plat of "INDIAN HILLS SUBDIVISION", is hereby approved by the Planning Board of the Village of Louisville, Nebraska, this 5th day of April, 1994.

John A. Mueller
 CHAIRMAN

COUNTY TREASURER'S CERTIFICATE

This is to certify that I find no regular or special taxes due against the property described within the Surveyor's certificate and embraced within this plat, as shown by the records of this office, this 7th day of April, 1994.

(CASS COUNTY)
 (COUNTY TREASURER SEAL)
 (NEBRASKA)

Richard Wassinger
 RICHARD WASSINGER, CO. TREASURER

PLAT
 Sam M. John et ux
 to
 Public
 (Filed in Plat Book 6, Page 76A)

FILED: 11 April 1994 10:10 A.M.
 Patricia Meisinger, Register of Deeds
 \$ 15.00 Doc.#281

"REPLAT OF LOTS 1244-B AND 1245-B"

an ADMINISTRATIVE SUBDIVISION located in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section
 13-T11N-R13E of the 6th P.M., Beaver Lake Subdivision, Cass County, Nebraska
 Replatted as Lot 1244-B

SURVEYOR'S CERTIFICATE

I hereby certify that I have accurately surveyed and staked "REPLAT OF LOTS 1244-B and 1245-B", located in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13-T11N-R13E of the 6th P.M., Cass County, Nebraska.

New Description: Lot 1244-B, as replatted, Beaver Lake Subdivision, Cass County, Nebraska
 Signed this 14th day of April, 1994.

(NEBRASKA REGISTERED LAND SURVEYOR)
 (LS-420)
 (CHARLES P. JORDAN)

Charles P. Jordan
 CHARLES P. JORDAN LS420

PLAT APPROVAL

KNOW ALL MEN BY THESE PRESENTS:

that we, SAM M. JOHN and REBECCA L. JOHN, (husband & wife), being the sole owners of the tract of land described within the Surveyor's Certificate, do hereby approve of "REPLAT OF LOTS 1244-B and 1245-B", as shown on this plat. We do further certify that the house is a habitable dwelling. This subdivision is also subject to any and all easements of record, as of the last date shown hereon.

Sam M. John

Rebecca L. John

Blue Bonnet
100% LINEN LEADER

Parcel 1:

Indian Hills
PLAT

- Plat and Dedication recorded April 4 1997 in book 14 at page 240 of the Records of Cass County, Nebraska, which grants easements to Public Utilities for installation and maintenance of utility facilities on, over, through, under and across a 5 foot wide strip of land adjoining all boundary lines.

COVENANTS

- Covenants recorded 06 26 90 in book 38 at page 516 of the Records of Cass County, Nebraska, which grants easement to utility companies for installation and maintenance of utility facilities on, over, through, under and across a 10 foot wide strip of land adjoining all boundary lines
- Covenants contain certain provisions for Homeowners responsibility as they relate to Water Service – Road maintenance – Sewer maintenance .and setbacks and building restrictions.

REPLAT of LOTS 32 33 and 34

- REPLAT recorded 11 15 94 in book 14 at page 310 of the Records of Cass County, Nebraska.

AFFIDAVIT of CORRECTION OF PLAT

- Affidavit of correction of Plat recorded 12 13 94 in book 45 at page 718 of the Records of Cass County, Nebraska.

Parcel 2:

EASEMENT

- Easement recorded May 1 1902 in book 40 at page 164 of the Records of Cass County, Nebraska, granted to Chicago B and Q RR company over a portion of property described therein for ROW.

EASEMENT

- Easement recorded May 10 1962 in book 8 at page 266 of the Records of Cass County, Nebraska, granted to Northern Natural Gas Company over a portion of property described therein for Natural Gas Pipeline

MODIFICATION AND AMENDMENT OF EASEMENT

- Modification of Easement recorded August 16 1978 in book 21 at page 113 of the Records of Cass County, Nebraska, Amendment to 8 266 , which contains certain amendments to documents as contained therein.

ASSIGNMENT OF EASEMENT

- Assignment of 8 266 recorded January 10 1991 in book 149 at page 451 of the Records of Cass County, Nebraska, which assigns the easement to Northern Natural Gas Company , a Delaware Corporation and removes Enron as contained therein.

EASEMENT

- Easement recorded September 23 1980 in book 24 at page 154 of the Records of Cass County, Nebraska, granted to Public over a portion of property described therein for Roadway Easement

EASEMENT

- Easement recorded November 30 1992 in book 43 at page 15 of the Records of Cass County, Nebraska, granted to Public over a portion of property described therein for Roadway Easement



Deed0012.jpg

Deed0013.jpg

#118

NONEXCLUSIVE ROADWAY

The undersigned Richard R. Berner, single, of Louisville, Cass County, Nebraska, record owner of the real property herein described, for and consideration of the sum of \$1.00, and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Thomas J. Prouse and Helen E. Prouse, husband and wife, and their successors in interest, a non-exclusive permanent right, privilege and easement to use for roadway purposes the following premises for access to property owned by the grantees, to the south of the herein described easement tract:

A 20' EASEMENT, OVER AND ACROSS A TRACT OF LAND IN THE NE $\frac{1}{4}$ OF NE $\frac{1}{4}$ OF SECTION 21-T12N-R11E OF THE 6TH P.M., CASS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF TAX LOT 2, THEN SOUTH ALONG THE WEST LINE OF TAX LOT 2, TO THE SW CORNER OF SAID TAX LOT 2; THENCE WEST 20'; THENCE NORTH 20' WEST OF AND PARALLEL WITH THE WEST LINE OF SAID TAX LOT 2, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MAHONEY ROAD; THENCE NORTHEASTERLY, ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

As part of the rights herein granted, the Grantees, may cause the construction of a roadway thereon, and all such improvements shall be made at their expense, and shall be maintained by them, with the Grantor having no responsibility for construction or maintenance of the roadway. Grantees shall make no claim for contribution for roadway improvements expenses against Grantor or other roadway users.

This easement shall run with the land, and shall bind the successors of all of the parties hereto

FILED FOR RECORD 2-8-95 AT 1:32 P.M.
 IN BOOK 46 OF DM PAGE 194
 REGISTER OF DEEDS, CASS CO., NE Patricia Masing
 Doc # 118 \$1050

COMPARED

#113

IN WITNESS WHEREOF the parties to this easement agreement have cause to be executed at Stinsonville, Cass County, Nebraska, on the date indicated below.

Richard R. Berner
Richard R. Berner

Thomas J. Prouse
Thomas J. Prouse

Helen E. Prouse
Helen E. Prouse

STATE OF NEBRASKA)
COUNTY OF Saugus) ss.

The foregoing instrument was acknowledged before me on January 4, 1995 by Richard R. Berner.

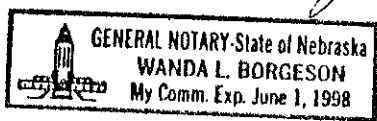
Wanda L. Borgeson
Notary Public

STATE OF NEBRASKA)
COUNTY OF Saugus) ss.

The foregoing instrument was acknowledged before me on January 4, 1995 by Thomas J. Prouse and Helen E. Prouse, husband and wife.

Wanda L. Borgeson
Notary Public

word\realesta
easement.ber



571

ROADWAY EASEMENT

Richard R. Berner and Muriel A. Berner, husband and wife, in consideration of the sum of One Dollar (\$1.00), receipt of which is acknowledged, and for the further consideration of the benefits accruing to Grantors by reason hereof, does hereby grant to the present and future owners of the following described real estate:

S 1/2 of NE 1/4 East of the County Road, excepting therefrom Lots 20, 23, and 24

&

Lot 12 in the N 1/2 of SE 1/4 East of the County Road, including Sublots 3, 4 and 5 of Lot 12 therein, all in Section 21, Township 12 North, Range 11 East of the 6th P.M., Cass County, Nebraska

a perpetual Roadway Easement over and across the hereinafter described lands for a public road.

The Roadway Easement shall be 50 feet wide as described hereinafter:

Referring to the Center of the NE 1/4 of Section 21-T12N-R11E of the 6th P.M., Cass County, Nebraska; thence Westerly, along the East/West 1/16th line running through the NE 1/4, 489.80'; thence deflecting 96 degrees 20'57" right, 110.12', more or less, to a point on the Southerly Right-of-way line of Mahoney Road and the true point of beginning, (this begins the 50' wide easement, 25' either side); thence SouthWesterly, deflecting 180 degrees 00'00" right, 426.50'; thence SouthWesterly, deflecting 2 degrees 10'34" left, 1132.35'; thence South, deflecting 5 degrees 52'25" left, 331.42' to the end of said 50' width; thence deflecting 90 degrees 08'26" left, and begin 40' width, (20' either side), 315.40' to the termination of this easement.

FILED FOR RECORD 11-30-98 AT 1:26 P.M.
IN BOOK 43 OF Map PAGE 15
REGISTER OF DEEDS, CASS CO., NE Sublots 3, 4, 5
Doc # 571 * 1100

COMPARED

5 71

Grantors shall not, by reason hereof, be responsible for any required maintainance or repairs for the roadway herein described.

IN WITNESS WHEREOF the Grantors have executed this Easement at Louisville, Nebraska on the 25th day of November, 1992.

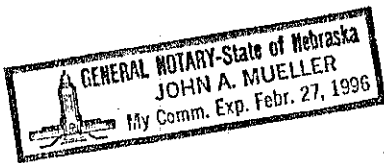
Richard Berner
Richard Berner

Muriel Berner
Muriel Berner

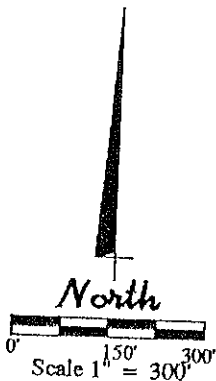
ACKNOWLEDGEMENT OF NOTARY

STATE OF NEBRASKA)
) ss.
COUNTY OF CASS)

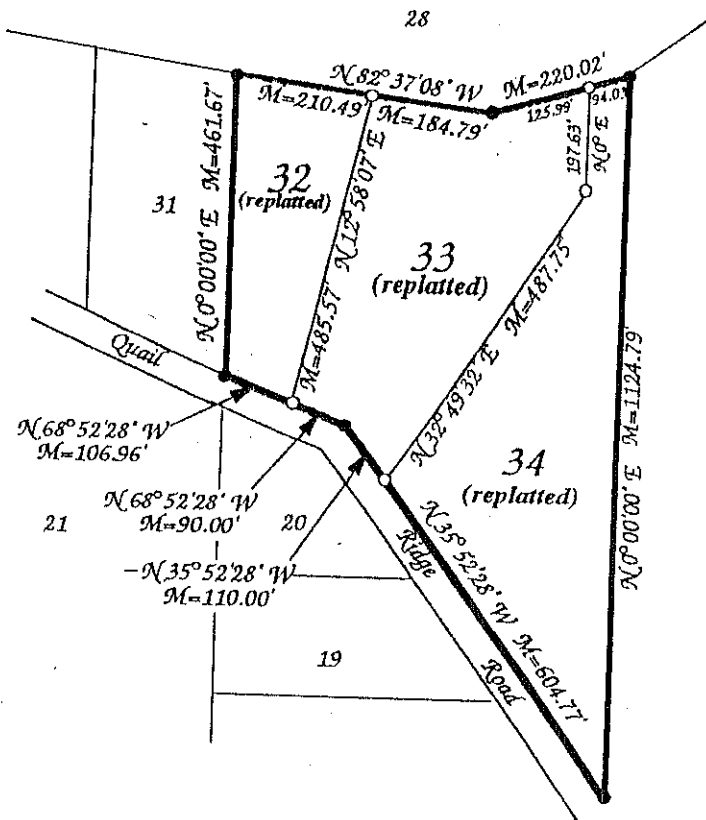
On this 25th day of November, 1992, before me, a notary public, duly commissioned and qualified in and for said county, appeared Richard R. Berner and Muriel A. Berner, husband and wife, and they did acknowledge their execution of the foregoing easement to be their voluntary act and deed.



John A. Mueller
Notary Public



North
 Scale 1" = 300'
 P=Plat distance
 M=Measured dist.
 R=Record dist.
 ●= Found rebar
 ○= Set 5/8"x24" rebar



AFFIDAVIT OF CORRECTION
 I, Charles P. Jordan, do hereby submit this plat in order to correct errors in dimensions on the "REPLAT OF LOTS 32,33 and 34, INDIAN HILLS SUBDIVISION". The dimensions of the lines common to Lots 33 and 34, are corrected as shown on this plat. I hereby certify that I am the identical person whose name appears on the Surveyor's Certificate of said "REPLAT OF LOTS 32,33 and 34, INDIAN HILLS SUBDIVISION".
 Signed this 1st day of December, 1994.

Charles P. Jordan
 CHARLES P. JORDAN LS 420

ACKNOWLEDGEMENT OF NOTARY
 STATE OF NEBRASKA)
) ss
 COUNTY OF CASS)
 On this 1st day of December, 1994, before me, a notary public, duly commissioned and qualified in and for said County, did appear CHARLES P. JORDAN, who is personally known by me to be the identical person whose name appears on this plat, and he did acknowledge his execution of the foregoing affidavit to be his voluntary act and deed.
 Witness my hand and official seal the date last aforesaid.

John L. Hurst Jr.
 NOTARY PUBLIC

My commission expires _____

GENERAL NOTARY-State of Nebraska
 JOHN L. HURST JR.
 My Comm. Exp. Apr. 26, 1995

FILED FOR RECORD 12-13-94 AT 10:14 A. M.
 IN BOOK 45 OF MWD PAGE 718
 REGISTER OF DEEDS, CASS CO., NE Patricia Mainwaring
Dec # 170 \$650
COMPARED

Lot 34 Replat 130-300-942

10 acres - Chan^{IN} - Thomas J. Prouse 159-198

FRAC. SE 1/4 NE 1/4 10 acres.

21-12-11 165-166

Cws 38-516

130-309-877?

11/09/2004

11:42

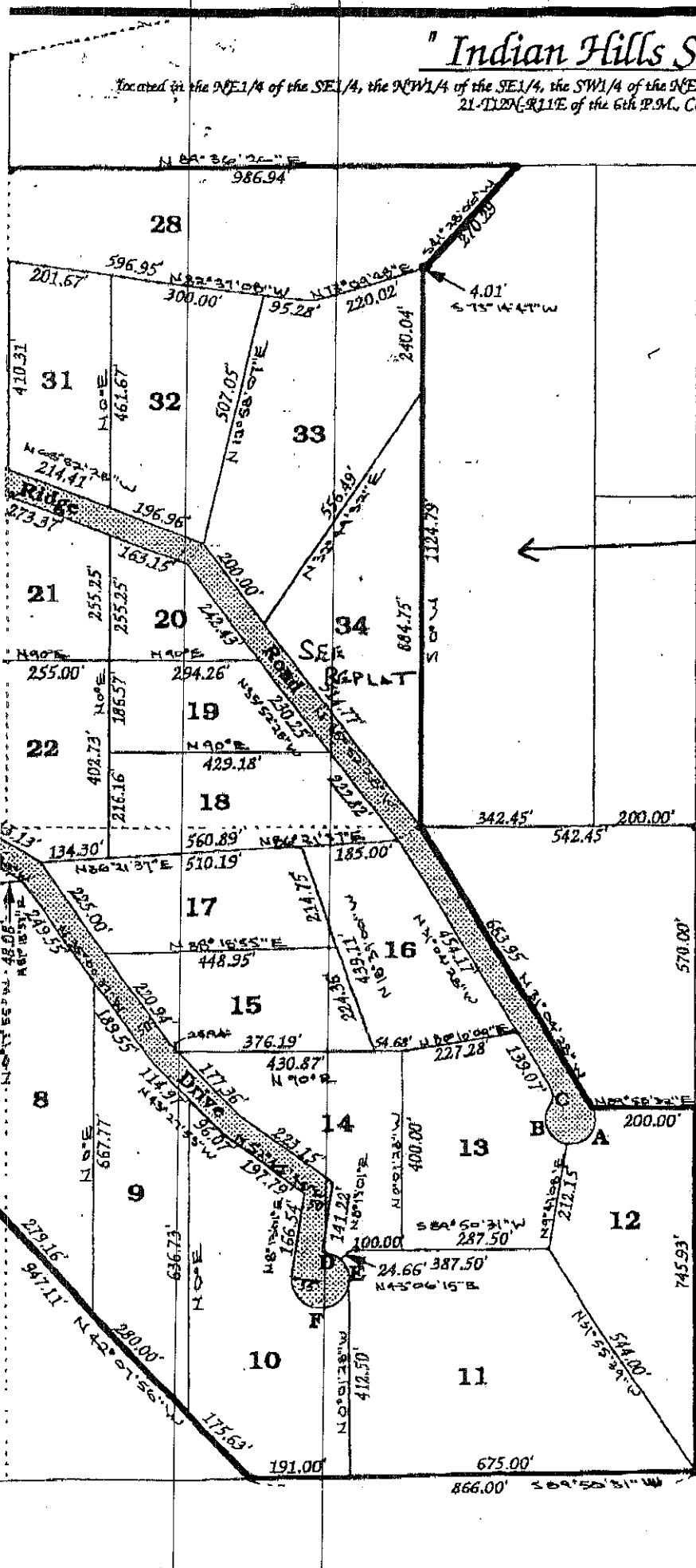
4022342391

R BERNER REAL ESTATE

PAGE 02

"Indian Hills Subdivision"

Located in the NE 1/4 of the SE 1/4, the NW 1/4 of the SE 1/4, the SW 1/4 of the NE 1/4, the SE 1/4 of the NE 1/4 and the NW 1/4 of the NE 1/4 of Section 21-T29N-911E of the 6th P.M., Cass County, Nebraska



KIM ;
 SUBJECT PROPERTIES
 ARE LOT 34, INDIAN
 HILL SUBDIVISION, AND
 THE 10 ACRES AS SHOWN

For Lot 21-12-11
 Found 3/8" rebar
 SSW 14.04' to nail in
 12" oak
 SSW 10.50' to nail in
 12" oak
 N 1/4 7.00' to nail in
 W 1/4 8' to 1/2" fence

Part of Beginning
 Line

MARKING THE FUTURE




Sheet 1 of 2 sheets

JORDAN SURVEYING COMPANY
 LAND SURVEYORS
 PLATISMOUTH, NEBRASKA 68048 (402) 296-3750

Drawn by: C Jordan
 Project No. 120786
 Field Book-page 23,04
 Disc 27

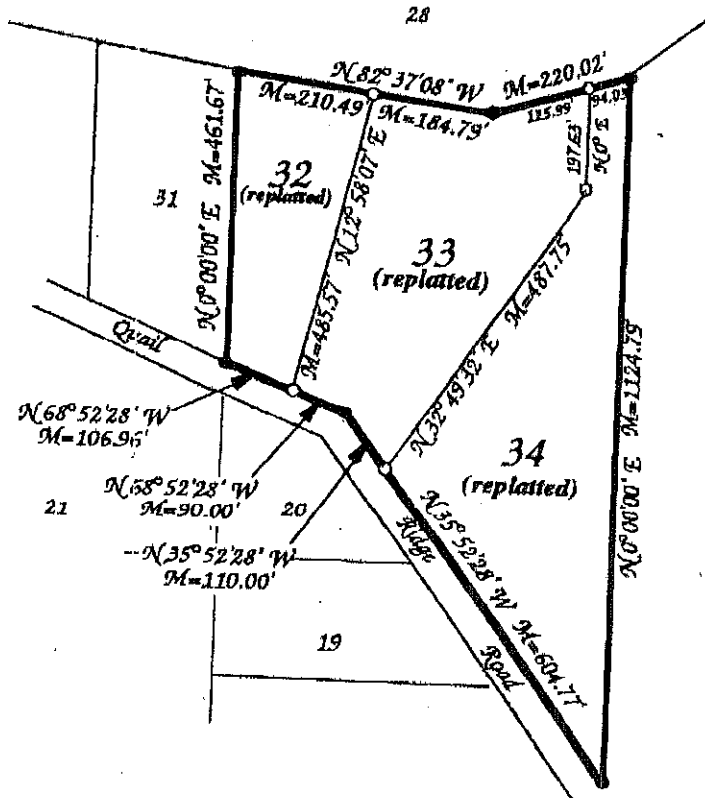
Bemer

North



Scale 1" = 300'

P=Plat distance
M=Measured dist.
R=Record dist.
●= Found rebar
○= Set 5/8"x24" rebar



333

AFFIDAVIT OF CORRECTION
I, Charles P. Jordan, do hereby submit this plat in order to correct errors in dimensions on the "REPLAT OF LOTS 32, 33 and 34, INDIAN HILLS SUBDIVISION". The dimensions of the lines common to Lots 33 and 34, are corrected as shown on this plat. I hereby certify that I am the identical person whose name appears on the Surveyor's Certificate of said "REPLAT OF LOTS 32, 33 and 34, INDIAN HILLS SUBDIVISION".
Signed this 1st day of December, 1994.
Charles P. Jordan
CHARLES P. JORDAN LS 420

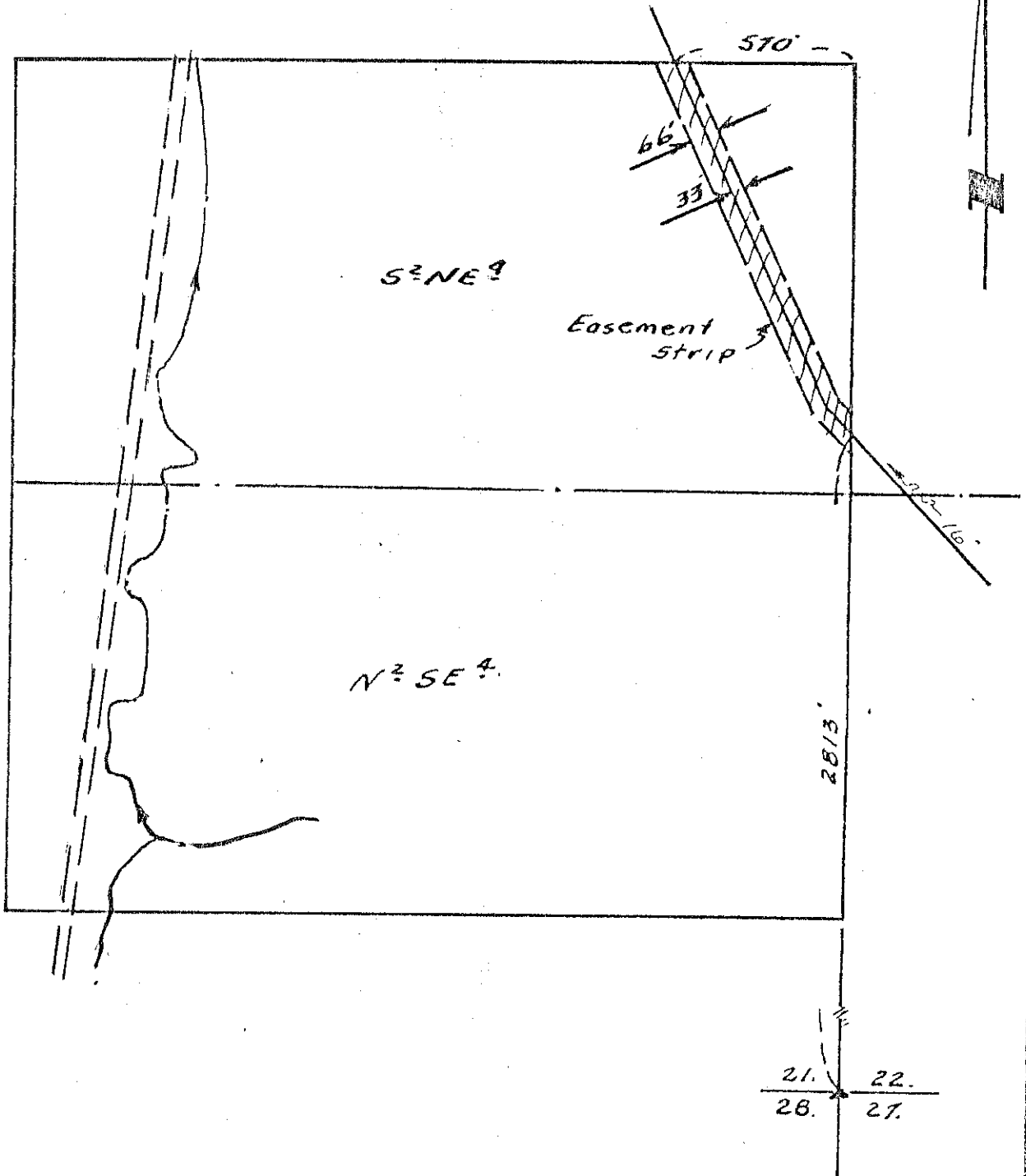
ACKNOWLEDGEMENT OF NOTARY
STATE OF NEBRASKA)
COUNTY OF GIBBS)
On 1st day of December, 1994, before me, a notary public, duly commissioned and qualified in and for said County, did appear CHARLES P. JORDAN, who is personally known by me to be the identical person whose name appears on this plat, and he did acknowledge his execution of the foregoing affidavit to be his voluntary act and deed.
Witness my hand and official seal the date last aforesaid.
John L. Hurst Jr.
NOTARY PUBLIC
My commission expires _____


GENERAL NOTARY-STATE of Nebraska
JOHN L. HURST JR.
My Comm. Exp. Apr. 28, 1995

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

REF NO.	NMG NO.	P/L NO.	TYPE	GRANTOR	GRANTEE	INSTR DATE	FILE DATE	BOOK	PAGE	FILE	DESCRIPTION	WIDTH
1009040		NEB 493-1-021	EASEMENT	BECK, ERNEST A., AND MAGGIE L. BECK		02/07/62	05/10/62	008 MISC	266		S/2 NE/4 & N/2 SE/4, EXCEPT 20 ACS ADJ TO & E OF ROAD ALONG S LINE OF SD N/2 SE/4, ALL IN SEC 21-T12N-R11E	
1009042		NEB 493-1-022	EASEMENT	PLACEK, ALLAN, AND ESTHER J. PLACEK		06/27/62	07/17/62	008 MISC	340		NW/4 NE/4 SEC 21-T12N-R11E, EXCEPT SW/4 SE/4 SEC 16-T12N-R11E, TOGETHER WITH ACCRETIONS S OF PLATTE RIVER	
1009043		NEB 493-1-023	EASEMENT	VOTAVA, JOSEPH T., AND LOUISE VOTAVA		04/10/62	07/24/62	008 MISC	353		NE/4 NE/4 S OF CB&Q RR ROW IN SEC 21-T12N-R11E	
1009044		NEB 493-1-024	EASEMENT	NEBRASKA GAME, FORESTATION AND PARKS COMMISSION		07/12/62	08/28/62	008 MISC	398		PART OF NE/4 NE/4 SEC 21 LYING N OF THE CB&Q RR CO. ROW; & GOV'T LOT 5 SEC 16, ALL IN T12N-R11E	100 FT
1015178	01490	NEM 501-2	EASEMENT GRANT	CHICAGO, ROCK ISLAND & PACIFIC RAILROAD CO.	NORTHERN NATURAL GAS CO.	05/14/84	04/23/86	033 MISC	278	312	RR ROW NW/4 SEC 6-T10N-R9E, 4.6 MI W OF ALVO, NEBRASKA	
1015187	02029	NEM 401-2 & IAM 604-2	PERMIT	U. S. ARMY CORPS OF ENGINEERS	NORTHERN NATURAL GAS CO.	06/23/50					MISSOURI RIVER SEC 26-T72N-R44W, MILLS COUNTY, IA, SEC 17-T12N-R14E, CASS COUNTY, NE	
1015200	02433		EASEMENT	STANDER, JOHN A.	NORTHERN NATURAL GAS CO.	10/28/37					TRACT 42' X 7' OUT OF SW/4 SEC 14-T12N-R11E	
1015202	02490		AGREEMENT	LYMAN-RICHEY SAND AND GRAVEL CORP.	NORTHERN NATURAL GAS CO.	08/09/51	12/14/51	004 MISC	175		LOTS 3 & 4 IN N/2 NW/4 SEC 36-T13N-R12E	
1015203		NEB 487-1	EASEMENT	MEISINGER, HUGO, AND DORA MEISINGER	NORTHERN NATURAL GAS CO.	11/05/51		004 MISC	178		SW/4 SEC 20 & SE/4 SEC 19-T12N-R13E	
1015257	03792	NER 601-3	APPROVAL OF LOCATION AND PLAN OF	U. S. ARMY CORPS OF ENGINEERS	NORTHERN NATURAL GAS CO.	07/02/54					ROW FOR P/L BRIDGE ACROSS MISSOURI RIVER AT PLATTSMOUTH, CASS COUNTY, NE & MILLS COUNTY, IA	

EXHIBIT "A"



Scale		Dr. by <i>R.L.S</i>		Date <i>6-15-78</i>		Operating Division Des Moines Area				 Northern Natural Gas Company				
Drawing Status		Checked		Approved				SKETCH OF 16" LINE "B" CROSSING S ² NE ⁴ 21-12-11E. CASS COUNTY, NEBRASKA.						
		By	Date	By	Date	By	Date					By	Date	
Prel'y														
Bid														
Revised	By	Apd.	Constr.							P.O.	W.O.	19	Construction	Drawing No.
Microfilm File Number		Design File Number		P.L. or Sta Number										

STANDARD BLUE PRINT, OMAHA 092474

DRIVEWAY EASEMENT

This agreement made and entered into this 6 day of August, 1980, by and between Richard Berner and Muriel Berner, husband and wife, Ernest A. Beck and Maggie L. Beck, husband and wife, and Edward W. Grell and Wilma M. Grell, husband and wife,

Whereas, the parties are owners of various parcels of ground located in the E $\frac{1}{2}$ of Sec. 21, Twp. 12 N, Rge. 11 E of the 6th P.M., Cass County, Nebraska, which parcels may be reached by a certain graveled driveway which enters the lands owned by the parties from the existing county road north thereof, and,

Whereas, the parties wish to assure to the present and future owners of all of the parcels owned by them the right of use of said driveway for ingress and egress to the parcels presently served by the said driveway.

In consideration of the mutual covenants herein contained it is agreed that each of the parties hereto do hereby grant to all other parties hereto a non-exclusive easement over that certain graveled driveway approximately 20 feet in width entering onto the properties of the parties hereto from the county road adjoining on the north, for the purpose of ingress and egress to the hereinabove described properties located in the E $\frac{1}{2}$ of Sec. 21, Twp. 12 N, Rge. 11 E of the 6th P.M., Cass County, Nebraska.

The easement herein granted is for the limited purposes herein expressed and is not intended to create any interest in any non-owned parcel herein described, other than the easement above described.

This easement shall run with the land and is for the benefit of and shall bind all present and future owners of all of the parcels herein described.

IN WITNESS WHEREOF, the parties hereto have signed this easement this 6 day of August, 1980.

Richard R. Berner
Richard Berner

Muriel Berner
Muriel Berner

Ernest A. Beck
Ernest A. Beck

Maggie L. Beck
Maggie L. Beck

FILED FOR RECORD 9-23-80 AT 10:50 A. M. IN BOOK 24 OF Mies
PAGE 154

REGISTER OF DEEDS, CASS CO., NEBR.

Betty G. Gullett

Fee \$6.25
Doc. # 238

FILED FOR RECORD 11-12-97 AT 1:02 P.M.
IN BOOK 51 OF Map PAGE 168
REGISTER OF DEEDS, CASS CO., NE Patricia Newingham
Doc #260 3/00

RIGHT-OF-WAY EASEMENT

In consideration of the mutual benefits to be derived, the undersigned Grantors do hereby grant, sell, and convey to **RURAL WATER DISTRICT NO 3, OTOE COUNTY, NEBRASKA**, Grantee, a perpetual easement with the right to construct, install, use, operate, inspect, maintain, replace, remove, and extend water lines and water facilities over, across, and through the following-described real estate situated in Cass County, Nebraska:

An area 20 feet in width along and contiguous with the north line of Replatted Lot 12, Indian Hills Subdivision located in the Southeast 1/4 of the Northeast 1/4 of Section 21, Township 12 North, Range 11 East of the 6th P.M., Cass County, Nebraska.

together with rights of ingress and egress.

The consideration herein recited shall be full consideration for any and all damages incurred by Grantors by reason of the installation, operation, maintenance, or extension of the above improvements. Grantee agrees to maintain the easement in good repair so that no unreasonable damage will result therefrom to Grantors. Grantors agree not to erect or place any buildings or other improvements in the easement area and further agree not to interfere with said water line facility in any way.

This easement shall run with the land for the benefit of Grantee, its successors and assigns, and all provisions hereof shall be binding on Grantors and their heirs, personal representatives, successors, and assigns.

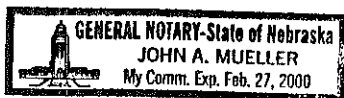
Executed this 5 day of Nov, 1997.

Ronald A. Newingham
RONALD A. NEWINGHAM, Grantor

Linda S. Newingham
LINDA S. NEWINGHAM, Grantor

STATE OF NEBRASKA)
) ss.
COUNTY OF CASS)

On this 5th day of November, 1997, before me, the undersigned, a Notary Public, personally came RONALD A. NEWINGHAM AND LINDA S. NEWINGHAM, Husband and Wife, Grantors, the identical persons whose names are affixed to the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.



John A. Mueller
Notary Public

EASEMENT

105

THIS INDENTURE, made this 22nd day of Feb, 19 72,

between STATE OF NEBRASKA GAME AND PARKS COMMISSION hereinafter referred to as Grantor, and OMAHA PUBLIC POWER DISTRICT, a public corporation, and referred to as Grantee,

WITNESSETH:

THAT WHEREAS, Grantor is in the process of developing a camping area upon the following described real estate, to wit:

Part of the South One-half (S $\frac{1}{2}$) of Section Fifteen (15); part of the Southeast Quarter (SE $\frac{1}{4}$) of Section Sixteen (16) and part of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-one (21); all lying North of Highway 50, and being in Township Twelve (12) North, Range Eleven (11), East of the 6th P.M., Cass County, Nebraska, known as the Louisville State Recreation Area.

to which it holds fee simple title, and an easement is required over said real estate in favor of Grantee so that Grantee may construct and operate electric installations necessary to supply such services to this facility.

NOW THEREFORE, in consideration of the Grantee installing said utilities to serve said facility, the Grantor does hereby grant to the Grantee, their successors and assigns, a permanent license, easement and right of way with rights of ingress and egress thereto, to install, erect, lay, maintain, operate, repair, relay and remove, at any time, service line, poles, wires, cables, crossarms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power including all services of the Grantee to the facilities on the above described real estate, on, over, through, under and across, a strip of land Sixteen feet (16') in width, being Eight feet (8') on each side of and parallel to facilities as constructed by Grantee.

TO HAVE AND TO HOLD said easement and right of way unto said Grantee, their successors and assigns.

Grantor covenants that it has good and lawful title to said real estate and will protect the Grantee in the possession and use thereof herein granted.

The Grantor and Grantee further covenant, promise and agree, for themselves, their heirs, successors and assigns, as follows:

1. Grantor, its successors or assigns, agree that it will at no time erect, construct, use or place on or below the surface of said land where said utility installations are constructed, building, structure, or pipeline, except walks or driveways, and that it will not permit anyone else to do so.
2. Grantee agrees to restore the surface of the soil excavated for any purpose hereunder, to the original contour thereof as near as may be and to repair or replace the surface of any walks or driveways which may have been disturbed for any purpose hereunder as near as may be. Such restorations, repair or replacement shall be performed as soon as may reasonably be possible to do so.
3. It is mutually agreed by and between the parties that relocation of any utility installation or appurtenance constructed hereunder requested by Grantor shall be accomplished by Grantee if reasonably possible, but the expense of so doing to be paid by Grantor, including costs of construction, surveys, recording and legal fees and other costs incurred.

IN WITNESS WHEREOF, the parties have caused this easement to be signed on the day and year first above written.

APPROVED: 9410
 BY: [Signature]
 FOR: [Signature]
5-15-72

APPROVED		
LEGAL DEPT.	ACCT. DEPT.	
DATE	DATE	

Not legible

(Duplicate)

Willard R. Barber

Grantors



OMAHA PUBLIC POWER DISTRICT

M. R. Boy
Assistant General Counsel

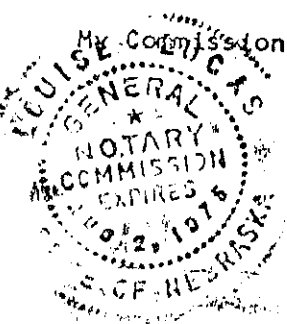
STATE OF Nebraska }
COUNTY OF Lincoln } ss

On this 22 day of Feb., 1972, before me the undersigned, a Notary Public in and for said County and State, personally appeared Willard R. Barber, Director - State of Nebraska Game and Parks Commission

personally to me known to be the identical person(s) who signed the foregoing instrument and who acknowledged the execution to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and Notarial Seal the date above written.

Louise Lucas
Notary Public



My Commission expires on the 2 day of Aug., 1975.

COMPARED

THE STATE OF NEBRASKA } ss
CASS COUNTY
Entered in numerical index and filed for record in the Register of Deeds Office, of said County, this 12 day of July, 1972 at 9 o'clock and 35 minutes P.M., and recorded in book 13 of Miss. of page 205
Betty Philpot
Register of Deeds

Dec 105

Feb 6. 75

40-164

Warranty Deed.
Agnes A Evans & Husb.
TO
Chas.W.Munger

Filed April 30th A.D.1902 at 8:10 A.M.
H.A.Schneider
Recorder Cass Co.
\$1.00 ✓

Know all Men By These Presents;That Agnes A.Evans and Thomas J.Evans Husband and Wife of ottawattime County and State of Iowa,in consideration of the sum of Fifty Dollars,to me in and paid by Chas.W.Munger of Los Angeles County,and State of California,do hereby Sell and Convey unto the said Chas.W.Munger the following described premises,situated in the County of Cass State of Nebraska,to-wit:

A Strip of land two rods wide and Eighty rods long,off from the South End of West half of North West quarter of Section thirty five Town Eleven Range Nine And we covenant with the said Chas.W.Munger that we hold said premises by good and perfect title,that we have good right and lawful authority to sell and convey the same;that they are free and clear of all liens and encumbrances whatsoever,and we covenant to Warrant and Defend the title to said premises against the lawful claims of all persons whomsoever.

Signed this 23 day of March A.D.1898.

Agnes A.Evans
Thomas J.Evans

State of Iowa,
Pottawattamie County, ss.

On this 29 day of March A.D.1898 before me a Notary Public within and for said County personally came Agnes A.Evans and Thomas J.Evans (wife and Husband) personally to me known to be the identical persons whose names are affixed to the above instrument as grantors thereof and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

Witness my hand and Notarial Seal

Eugene S.Allen
I O W A
Notarial Seal

Eugene S.Allen
Notary Public in and for said County.

Right of Way Deed.
Alfred Johnson
TO
Chicago B and Q.R.R.Co.,

Filed May 1st 1902 at 8:45 A.M.
H.A.Schneider
County Recorder
\$1.20 ✓

R I G H T O F W A Y D E E D .

Know All Men By These Presents,That Alfred Johnson and Hulda C.Johnson husband and wife of County of Cass and State of Nebraska,in consideration of the sum of One Dollars in hand paid the receipt whereof is hereby acknowledged,do hereby grant,bargain,sell and convey unto the Chicago,Burlington & Quincy Railway Company,its successors and assigns,the following described Real Estate situated in Cass County State of Nebraska,to-wit:

A strip of ground Fifty (50) feet wide,being twenty five (25) feet in width on each side of the center line of said Railway Company's Clay Pit Track as now located and constructed over and across the South half (S1/2) of the Northeast quarter (NE1/4) of the

wide, being twenty five (25) feet in width on each side of the center line of said railroad track as constructed, and also on each side of said center line produced and extended South-erly, from the point where said tract crosses the north line of the North half (N $\frac{1}{2}$) of the South East Quarter (SE $\frac{1}{4}$) of said Section 21, to the North Line of the grounds of the Omaha Hydraulic Press Brick Company in said North half (N $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$) Of Section twenty one (21), Township Twelve (12) North, Range Eleven (11) East, together with Right of Way necessary to maintain the wagon road as now constructed from the north line of the grounds of the said Omaha Hydraulic-Press Brick Company to the Clay Dump now used by said Brick Company for loading cars on said railroad track.

This grant of Right of Way is made for the use of said railway Company and its successors and assigns, and it is covenanted and agreed between the parties hereto that upon the termina-tion of the use of said Right of Way for said track and wagon road, the grounds herein granted shall revert to and re-vest in the owners of the lands through which said Right of Way extends. to have and to hold the same unto the said railroad company, its successors and assigns forever. And in addition to the right of way described above.....hereby grant, forand.....heirs and assigns the right to said Railroad Company to erect and main-tain a snow fence for the term of four months each and every year after the date of this instrument, at any point within one hundred feet on either or both sides of the center of said Railroad, as now located, on above described land; said term of four months ^{to} begin Novem-ber 15th and end March 15th each year.

In Witness Whereof, We have hereunto set our hands and seal this the 26th day of April A.D. 1902.

Signed, Sealed and Delivered in presence of

Alfred Johnson

F.L. Joy

Hulda C. Johnson

Wm. A. Cleghorn.

The State of Nebraska,
ss.
Cass County.

On this 26th day of April A.D. 1902 before me Wm. A. Cleghorn a Notary Public duly commissioned and qualified for and residing in said County, personally came Alfred Johnson and Hulda ^C Johnson His Wife to me known to be the identical persons described in and who executed the foregoing conveyance as grantors and acknowledged this instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

Wm. A. Cleghorn, Notarial Seal

Wm. A. Cleghorn

Commission expires Nov. 8, 1906
Cass County, Nebraska.

Notary Public

8-206

TO HAVE AND TO HOLD unto Northern Gas Products Company, its successors and assigns, until said pipeline shall be abandoned, subject, however, to Grantor's right to use and enjoy said premises except as such use and enjoyment may be inconsistent with the rights and privileges herein granted to Grantee, its successors and assigns.

Grantee shall pay for any damages to growing crops, trees, shrubbery, fences or buildings upon said premises where such damages arise from the exercise by Grantee of the rights herein granted; if Grantor and Grantee are unable to agree upon the amount of such damages, the same shall be ascertained and determined by three disinterested persons, one of whom shall be appointed by Grantor, one by Grantee and the third by the two appointed as aforesaid; the written award of such three persons shall be conclusive and binding upon the parties hereto.

Grantee shall bury said pipeline below plow depth and shall replace or rebuild to its pre-existing condition any part of any drainage system damaged by Grantee in the exercise of its rights hereunder.

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.

This grant is made with the knowledge that no representative, agent or other party securing this grant on behalf of Grantee has been given authority to make any promise or agreement, oral or written, concerning the subject matter hereof which is not herein expressed.

IN WITNESS WHEREOF, Grantor has executed this instrument.

Dated this 17 day of April, 1962.

John N. Drury
Right of Way Agent
John N. Drury

"Grantor"
W. Newton Sullivan
W. Newton Sullivan

Irma L. Sullivan
Irma L. Sullivan

STATE OF NEBRASKA)
)SS
COUNTY OF CASS)

On this 18th day of April, A.D, 1962, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally appeared W. Newton Sullivan and Irma L. Sullivan, husband and wife, to me personally known to be the identical persons named in and who executed the foregoing instrument and duly acknowledged the execution of same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(PAUL E. FAUQUET)
(GENERAL NOTARY SEAL)
(STATE OF NEBRASKA)

Paul E. Fauquet
Title: General Notary Public

My commission expires: January 6, 1967.

EASEMENT
Ernest A. Beck et ux
to
Northern Natural Gas Company

COMPARED

Filed May 10, 1962 at 11:36 A.M.
Lucille Horn Gaines
Register of Deeds
\$4.30

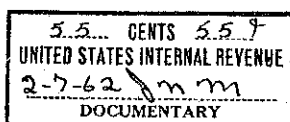
Beck #21

KNOW ALL MEN BY THESE PRESENTS:

That Ernest A. Beck and Maggie L. Beck (Husband & Wife) Louisville, Nebr. of the County of Cass and State of Nebraska, for and in consideration of the sum of One Dollar (\$1.00) per

lineal rod, receipt of One Dollar (\$1.00) of which consideration is hereby acknowledged and balance of which is to be paid when and as the location of pipe lines over and through the lands hereinafter described shall be established, surveyed and measured, and the further consideration of the performance of the covenants and agreements by the grantee, as hereinafter set out and expressed, do hereby GRANT, REMISE and RELINQUISH unto NORTHERN NATURAL GAS COMPANY, a Delaware corporation, its successors or assigns, the RIGHT, PRIVILEGE and EASEMENT to construct, maintain and operate pipe lines, and appurtenances thereto, over and through the following described lands and appurtenances thereunto belonging, including riparian rights, situated in the County of Cass And State of Nebraska, to-wit:

The South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, except for 20 acres (more or less) adjacent to and East of road along South line of said North $\frac{1}{2}$ of Southeast $\frac{1}{4}$; all in Section 21, Twnsp. 12 N., Rge. 11 E.



TO HAVE AND TO HOLD unto said NORTHERN NATURAL GAS COMPANY, its successors and assigns, so long as such pipe lines, and appurtenances thereto, shall be maintained, together with the right of ingress to and egress from said premises, for the purpose of constructing, inspecting, repairing, maintaining and replacing the property of the grantee located thereon, or the removal thereof, in whole or in part, at the will of the grantee; it being the intention of the parties hereto that grantors are hereby granting the uses herein specified without divesting grantor of the rights to use and enjoy said above described premises, subject only to the right of the grantee to use the same for the purposes herein expressed.

As a further consideration for this grant, the grantee herein agrees as follows:

(1) That it will bury all line pipe laid upon said land to a sufficient depth so as not to interfere with the cultivation of the soil.

(2) That it will pay to grantor any damages which may arise to growing crops, trees, shrubbery, fences or buildings from the construction, maintenance or operation of said pipe lines, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the grantor, one by the grantee, and the third to be selected by the two appointed as aforesaid, and the written award of such three persons shall be final, conclusive and binding upon the parties hereto.

(3) That grantee, upon written application by the grantor, will make, or cause to be made, a tap in any gas pipe line constructed by grantee upon the above described premises for the purpose of supplying gas to grantor, for domestic purposes only and not for re-sale, and for use upon the above described premises only. All connections required, shall be furnished and paid for by Grantor with the exception of the meter, which is to be furnished and owned by the Grantee. Said tap will be provided by grantee from a convenient point on its main line or some lateral as the grantee may determine, and gas to be taken under this provision shall be measured and furnished to the grantor at the rates and upon the terms as may be established by grantee, or by any vendee of grantee, from time to time.

(4) That grantee will replace or rebuild to the satisfaction of grantors or of their

representative any and all damaged parts of all drainage systems, the damage to which shall be occasioned by the construction of said pipe lines under and through the above described premises.

This instrument, and the covenants and agreements herein contained, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF we have hereunto set our hands this 7th day of February, 1962.

Jimmie N. McDowell
Right of Way Agent.

Ernest A. Beck
Maggie L. Beck
By Ernest Beck

Maggie L. Beck

STATE OF Nebraska)
)ss.
COUNTY OF Cass)

On this 8th day of February, A.D. 1962, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Ernest L. Beck and Maggie L. Beck (H & W) to me known to be the identical persons whose names are subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

(Seal)

Clara Luken

(CLARA LUKEN)
(NOTARIAL SEAL)
(COMMISSION EXPIRES)
(JAN. 24, 1965)
(CASS COUNTY, NEBRASKA)

Notary Public in and for Cass County.

My commission expires the 24 day of Jan., 1965.

STATE OF Nebraska)
)ss.
COUNTY OF Cass)

On this 4th day of April, A.D. 1962, before me, the undersigned duly commissioned and qualified authority in and for said county and state, personally came Maggie L. Beck to me known to be the identical person whose name is subscribed to the foregoing instrument as Grantor and duly acknowledged the execution of the same as her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

(Seal)

Clara Luken

(CLARA LUKEN)
(NOTARIAL SEAL)
(COMMISSION EXPIRES)
(JAN. 24, 1965)
(CASS COUNTY, NEBRASKA)

Notary Public in and for Cass County.

My commission expires the 24 day of Jan., 1965.

EASEMENT
Clarence H. Cuthrell et al
to
Northern Gas Products Company

COMPARED

Filed May 14, 1962 at 8:10 A.M.
Ludlle Horn Gaines
Register of Deeds
\$3.60

PIPELINE EASEMENT

Neb. CS-X 28

FOR AND IN CONSIDERATION of the sum of Five Dollars (\$5.00), the receipt of which is hereby acknowledged by Grantor, and the further consideration of One Dollar (\$1.00) per lineal rod of pipeline constructed upon the premises described below, payment of which is to be made when the location of said pipeline has been established and surveyed. and the further consideration of

21-113

NB. 493.121

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 2 day of August, 1978, by and between NORTHERN NATURAL GAS COMPANY, a Delaware Corporation, (hereinafter referred to as "Northern") and Ernest A. Beck and Maggie L. Beck Husband and Wife. (hereinafter referred to as "Owners").

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement Grant covering the following described premises in Cass County, Nebraska:

South half Northeast Quarter (S²-NE⁴) and North half Southeast Quarter (N²-SE⁴) except for Twenty (20) acres (more or less) adjacent to and east of road along South line of said North half Southeast Quarter (N²-SE⁴) all in Section Twenty-one (21) township twelve (12) North, Range eleven (11) East.

which Easement Grant has been recorded in Book 8 of miscellaneous at Page 266 in the Office of the Register of Deeds for Cass County, Nebraska; and

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

WHEREAS, of the premises described in said Easement Grant, Owners are present owners of the following described premises:

All in the above described property.

Doc #237
FILED FOR RECORD 8-16-1978 AT 11:25 A. M. IN BOOK 21 OF Misc.
PAGE 113
Betty Philpat
REGISTER OF DEEDS, CASS CO., NEBR.
9.25

WHEREAS, the parties hereto desire to more clearly define their rights under such Easement Grant and further desire to modify and amend said Easement Grant 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 aforescribed Easement Grant, to a strip of land sixty-six feet in width across the property of the Owners as last described above, the center-line of which strip shall be the present location of Northern's 16 inch pipeline. A plat showing the location of said strip of land is attached hereto as Exhibit "A" and is, by this reference, made a part hereof.

2. That Northern shall, and by these presents does, hereby release from its said Easement Grant all of the above-described property of the owners except the strip of land described in Paragraph 1 above, upon which strip said Easement

Grant is retained as herein modified.

3. That Grantor shall not build, create, construct, nor allow to be built, created or constructed, any hard surface road, building, or other structure, nor alter the grade or permit such alteration anywhere on the land upon which Grantee has reserved its Easement rights without the written consent of the Grantee.

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"

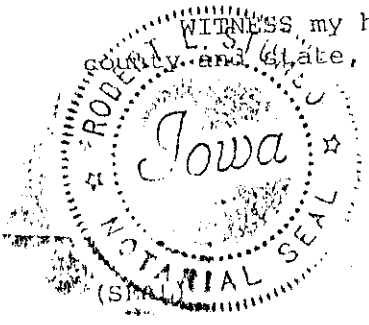
By R. L. Andsager
Area Manager
R. L. Andsager

Ernest A. Beck & Maggie L. Beck
Ernest A. Beck & Maggie L. Beck
Maggie L. Beck

STATE OF IOWA :
: SS.
COUNTY OF Polk :

On this 2 day of August, A.D., 1928, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came R. L. Andsager, Des Moines Area Manager of NORTHERN NATURAL GAS COMPANY, who is personally known to me to be the identical person whose name is affixed to the above instrument as Des Moines Area Manager of said corporation, and that as Des Moines Area Manager being authorized to execute the foregoing instrument on behalf of NORTHERN NATURAL GAS COMPANY, 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.

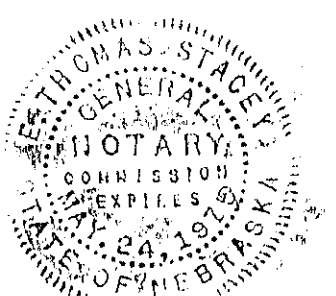
WITNESS my hand and official seal at Des Moines, Iowa, in said county and state, the date aforesaid.



Robert L. Stumbo
Notary Public
Robert L. Stumbo

STATE OF Illinois :
COUNTY OF Champaign : SS.

On this 11th day of June, A.D., 1928, before me, a Notary Public in and for said County in said State, personally appeared Ernest A. Beck & Maggie L. Beck to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



E. Thomas Stacey
E. Thomas Stacey

State of : Nebraska
County of : Cass

Recording Requested By And
When Recorded Return To:

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

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").

NEBRASKA DOCUMENTARY
STAMP TAX
JAN 10 1991
\$13,500⁰⁰ BY *PM*

COMPARED

FILED FOR RECORD 1-10-91 AT 9:00 A. M. IN BOOK 149 OF *Deed*
PAGE 451
REGISTER OF DEEDS, CASS CO., NEBR.
Doc # 140 #642 60 Patricia Mewinger

General Recordation Conveyance - NE

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.

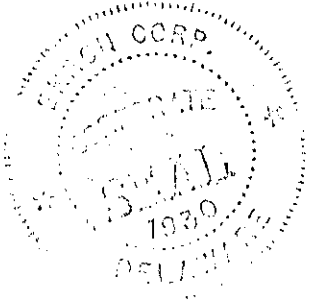
E. COUNTERPARTS.

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.

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

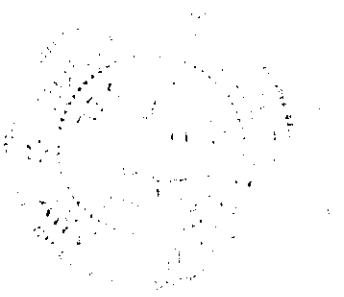
Attest:

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

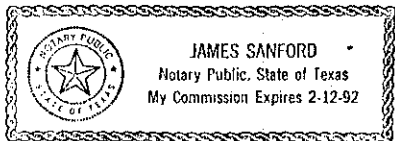
Attachments: Exhibit A: Subject Property
Exhibit B: Excepted Property

G:\ENR-NNG\CONVEY\NE27.CON SSM 12-11-90 11:35am

STATE OF TEXAS §

COUNTY OF HARRIS §

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



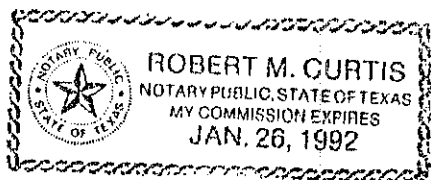
James Sanford

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

EXHIBIT A

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:

<u>Heading:</u>	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.
<u>Facility:</u>	If included, administrative identification numbers and facility names are included only for convenience of reference, and not as part of the legal description.
<u>Ref No.:</u>	
<u>NNG No.:</u>	
<u>P/L No.:</u>	
<u>Type:</u>	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) under 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
Line Name: administrative identification number, name and
Line description, as reflected by grantor's records, and are
Description: included for convenience of reference.

Starting Tract: These items identify the easement, right of way or grant
Ending Tract: 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.

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

GA\ENR\NNG\CONVEY\PREAMBL4.EXA SSM 12/09/90 4:07pm