

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 1st day of September, 1992, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation (hereinafter referred to as "Northern"), and SCHOOL DISTRICT NO. 17, DOUGLAS COUNTY, NEBRASKA, a/k/a MILLARD SCHOOL DISTRICT (hereinafter referred to as "Owners").

## WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by Joe E. Plambeck, Jr., Clara V. Plambeck and George F. Plambeck on the 30th day of March, 1962, covering the following described premises in Douglas County, Nebraska:

The Northwest Quarter (NW $\frac{1}{4}$ ) of Section 9, Township 14 North, Range 11 East;

NE $\frac{1}{4}$   
NW $\frac{1}{4}$   
SE $\frac{1}{4}$   
SW $\frac{1}{4}$

which Easement was recorded the 10th day of May, 1962, in Book 380 of Miscellaneous at Page 295, in the Office of the Register of Deeds for Douglas County, Nebraska (hereinafter referred to as "Easement"); and

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

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

That part of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 9, Township 14 North, Range 11 East, described as follows: Beginning at the northeast corner of said NW $\frac{1}{4}$ ; thence S00°09'32"E (assumed bearing) for 1512.99 feet along the east line of said NW $\frac{1}{4}$ ; thence S89°50'28"W for 440.00 feet; thence along a curve to the left (having a radius of 150.00 feet and a long chord bearing S44°50'28"W for 212.13 feet) for an arc length of 235.62 feet; thence S00°09'32"E for 242.03 feet; thence S89°50'28"W for 440.00 feet; thence S13°47'56"W for 314.51 feet; thence N56°25'46"W for 340.00 feet; thence along a curve to the left (having a radius of 1950.00 feet and a long chord bearing N65°32'22"W for 617.49 feet) an arc length of 620.10 feet; thence N16°13'55"E for 237.94 feet; thence along a curve to the right (having a radius of 960.00 feet and a long chord bearing N21°44'06"E for 184.12 feet) for an arc length of 184.41 feet; thence N27°14'17"E for 277.71 feet; thence along a curve to the right (having a radius of 580.00 feet and a long chord bearing N40°38'37"E for 268.94 feet) an arc length of 271.41 feet; thence N54°02'57"E for 192.06 feet; thence along a curve to the left (having a radius of 300.00 feet and a long chord bearing N26°42'10"E for 275.62 feet) for an arc length of 286.37 feet; thence N00°38'38"W for 96.31 feet; thence N03°30'23"W for 300.38 feet; thence N00°38'38"W for 150.00 feet to the north line of said NW $\frac{1}{4}$ ; thence N89°21'22"E for 1250.00 feet to the point of beginning.

WHEREAS, the parties hereto desire to more clearly define their rights under the Easement and further desire to modify and amend the Easement in certain respects.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. That Northern shall, and by these presents does, hereby limit its right-of-way under the Easement across the Owned Premises only to a strip of land 70 feet in width, the centerline of which strip shall be the present location of Northern's 16-inch pipeline.

2. That Northern shall, and by these presents does, hereby release from the Easement all of its rights in and to the Owned Premises EXCEPT the strip of land described in Paragraph 1 above, upon which strip the Easement is retained in full force and effect, with all rights (including, without limitation, multiple line rights) originally granted to Northern in the Easement.

3. The Owners shall not build, create, construct, nor allow to be built, created, or constructed, any hard, gravel, or similar surface road, any improvements or structures of any nature, nor alter the grade or permit such alteration, anywhere on the land upon which Northern has reserved its Easement rights, without the written consent of Northern, and, to the extent that written permission has not been given, Northern shall have the right to clear and keep cleared from within the right-of-way all trees, brush, undergrowth, buildings, structures, improvements, or other obstructions, and, Northern shall not be liable for loss, cost or damage caused on the right-of-way by keeping the right-of-way clear of such trees, brush, undergrowth, buildings, structures, improvements, and other obstructions in the exercise of its rights hereunder.

4. The Owners shall allow Northern to establish aboveground marking along the centerline of the present location of Northern's pipelines as described in Paragraph 1 above.

This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

"NORTHERN"

"OWNERS"

NORTHERN NATURAL GAS COMPANY

SCHOOL DISTRICT NO. 17,  
DOUGLAS COUNTY, NEBRASKA

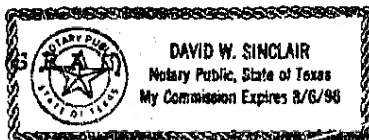
By [Signature]  
Edwin R. Peck, Jr.  
Title Agent and Attorney-in-Fact

By [Signature]  
Title Assistant Superintendent for Business

STATE OF TEXAS )  
                          )SS  
COUNTY OF HARRIS)

On this 15<sup>TH</sup> day of SEPTEMBER, 1992, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came EDWIN R. PECK, JR., the Agent and Attorney-in-Fact of Northern Natural Gas Company, who is personally known to me to be the identical person whose name is affixed to the above instrument in the capacity stated, and he acknowledged the said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation.

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



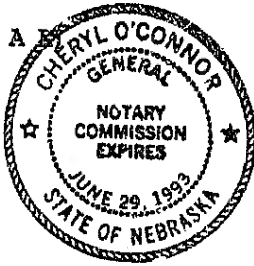
[Signature]  
Notary Public  
My Commission Expires 8-6-96

STATE OF Nebraska )  
 ) SS  
COUNTY OF Douglas )

On this 1st day of September, 1992, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came Richard D. Lewis - Assistant Superintendent, the Assistant Superintendent of SCHOOL DISTRICT NO. 17, DOUGLAS COUNTY, NEBRASKA, a/k/a MILLARD SCHOOL DISTRICT, who is personally known to me to be the identical persons whose names are affixed to the above instrument in the capacity stated, and he/she/they acknowledged the said instrument to be his/her/their voluntary act and deed and the free and voluntary act and deed of said school district.

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

(S E A L)



Cheryl O'Connor  
Notary Public  
My Commission Expires 6/29/93

*Misc #*

*74368*

*BK 1032 N 9-14-1992 JN*  
*FG 109-111 C/O FEE 15.00*  
*OF MISC COMP DEL. VK MC 99*  
*F/B 60000*

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

RECEIVED  
SEP 18 11 03 AM '92  
OFFICE OF THE CLERK  
REGISTRAR OF DEEDS  
DOUGLAS COUNTY, NE