

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 25 day of November 1976, by and between **NORTHERN NATURAL GAS COMPANY**, a Delaware Corporation, (hereinafter referred to as "Northern") and Catherine M. Scher

(hereinafter referred to as "Owners").

WITNESSETH THAT:

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

Southwest Quarter (SW-1/4) Section twenty-two (22) Township four (4) North, Range twelve (12) East.

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makle Carl L. Hibbelin REGISTER OF DEEDS, SARPY COUNTY, NEB

which Easement Grant has been recorded in Book 15 of Miscellaneous at Page 42 in the Office of the Register of Deeds for Sarpy 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:

Southwest Quarter (SW-1/4) North of Railroad (except West 1504 feet of the South irregular 1270 feet of the North 2,136 feet) and (except 14.39 acre tract modified 11-11-74); All in Section 22, T14N, R12E.

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 fifty feet in width across the property of the Owners as last described above. 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

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shall be amended or herein modified.

That the Grantor shall not build, create, construct, nor allow to be built, erected or constructed, any hard surface road, building, or other structure, nor allow or permit such alteration anywhere on the land upon which the Grantor has an 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.

"GRANTOR"

"OWNERS"

W. O. O. Smith

Catharina M. Schuer

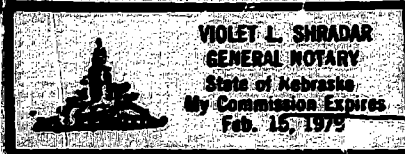
Witness

Secretary

COUNTY OF NEBRASKA)
STATE OF NEBRASKA)
COUNTY OF DOUGLAS)

On this 25th day of November, A.D., 1975, before me a Notary Public duly commissioned and qualified in and for said county and state, personally appeared W. O. O. Smith, Vice President, and Catharina M. Schuer, Assistant Secretary of NORTHERN NATURAL GAS CORPORATION, who are personally known to me to be the identical persons whose names are subscribed to the above instrument as Vice President and Assistant Secretary of said corporation, and they acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

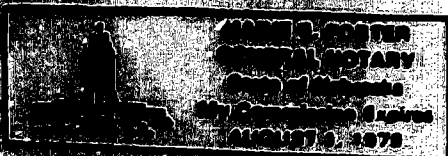
WITNESS my hand and official seal at Omaha, in said county of Douglas, the date aforesaid.



Violet L. Shradar

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

On this 25th day of November, A.D., 1975, before me, a Notary Public duly commissioned and qualified in and for said County in said State, personally appeared Catharina M. Schuer to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



Marie E. Porter