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INSTRUMENT NUMBER  
2004-36591  
2004 SEP 22 P 12:51 B  
*Shirley J. ...*  
REGISTER OF DEEDS

COUNTER D C.E. D  
VERIFY P D.E. OC  
PROOF PLM  
FEES \$ 20.50  
CHECK# 13150  
CHG \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR .50

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Document Prepared by/Returned to: Northern Natural Gas Co., ATTN: ROW Dept., P.O. Box 3330, Omaha, NE 68103-0330

49301-55

**MODIFICATION AND AMENDMENT OF EASEMENT GRANT**

This instrument made and entered into this 15th day of September, 2004 by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, with principal offices at 1111 South 103rd Street, Omaha, Nebraska 68124 (hereinafter referred to as "Northern"), and PALISADES DEVELOPMENT, L.L.C., A Nebraska limited liability company (hereinafter referred to as "Owner", whether one or more).

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by Anna Heuck, a widow, the 25th day of January, 1962 covering the following described premises in Sarpy County, Nebraska:

The Southeast Quarter (SE $\frac{1}{4}$ ) of Section 21, Township 14 North, Range 11 East; and

which Easement was recorded the the 9th day of March, 1962, in Book 29 of Miscellaneous Records, at Page 457, in and for Sarpy County, Nebraska (hereinafter referred as "Easement" whether one or more); and

WHEREAS, pursuant to the authority contained in the Easement, Northern has constructed and currently operates and maintains a 16-inch pipeline (NEB49301) through and across the premises above-described; and

WHEREAS, of the premises described in the Easement, Owner is present owner of the following described premises (hereinafter referred to as "Owned Premises"):

See Exhibit "A" attached hereto  
and, by this reference, made part hereof

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 running from a line 53 feet westerly of Northern's 16-inch pipeline (NEB49301) to a line 47 feet easterly of said pipeline (hereinafter referred to as "Pipeline Right-of-Way").

A

2. That Northern shall, and by these presents does, hereby release from the Easement all of its rights in and to the Owned Premises EXCEPT the Pipeline Right-of-Way described in Paragraph 1 above, upon which Pipeline Right-of-Way 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; and EXCEPT Northern retains its right of ingress to and egress from the Pipeline Right-of-Way, to which right the Owned Premises shall remain subject.

3. The Owner shall not build, create, construct, nor allow to be built, created, or constructed, any hard, gravel, or similar surface road, any improvements or structures of any nature, nor alter the grade or permit such alteration, anywhere within the Pipeline Right-of-Way without the written consent of Northern. Northern shall have the right to clear and keep cleared from within the Pipeline Right-of-Way all trees, brush, undergrowth, buildings, structures, improvements or other obstructions, and, Northern shall not be liable for loss, cost, or damage caused on the Pipeline Right-of-Way by keeping the Pipeline Right-of-Way clear of such trees, brush, undergrowth, buildings, structure, improvements, and other obstructions in the exercise of its rights hereunder.

4. The Owner shall allow Northern to establish aboveground marking along the centerline of the location of Northern's pipeline(s).

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"  
NORTHERN NATURAL GAS COMPANY

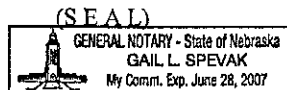
"OWNER"  
PALISADES DEVELOPMENT, L.L.C.

By Glen R. Hass  
Glen R. Hass  
Agent and Attorney-in-Fact

By Tim Young  
Tim Young  
Administrative Member

STATE OF NEBRASKA )  
                                  )SS  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me, a Notary Public duly commissioned and qualified in and for said county and state, on this 17th day of September, 2004, by Glen R. Hass the *Agent and Attorney-in-Fact* of Northern Natural Gas Company.



Gail L. Spevak  
Notary Public  
My Commission Expires 6-28-07



2004-36591 C

EXHIBIT "A"

LEGAL DESCRIPTION

All of Tax Lots 8 and 9, Tax Lots located in the Southeast 1/4 of Section 21, Township 14 North, Range 11 East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows:

Beginning at the Northeast corner of said Southeast 1/4 of Section 21; said point also being the Northeast corner of said Tax Lot 8; thence South  $02^{\circ}34'42''$  East (assumed bearing) along the east line of said Southeast 1/4 of Section 21, said line also being the East line of said Tax Lot 8, a distance of 2649.25 feet to the Southeast corner of said Section 21, said point also being the Southeast corner of said Tax Lot 8; thence South  $87^{\circ}18'48''$  West along the South line of said Southeast 1/4 of Section 21, said line also being the South line of said Tax Lot 8, and also the South line of said Tax Lot 9, a distance of 2650.15 feet to the Southwest corner of said Southeast 1/4 of Section 21, said point also being the Southwest corner of said Tax Lot 9; Thence North  $02^{\circ}39'01''$  West along the West line of said Southeast 1/4 of Section 21, said line also being the west line of said Tax Lot 9, and also the West line of said Tax Lot 8, said line also being the East line of Tiburon View, a Subdivision located in the Southwest 1/4 of said Section 21, and also the East line of Tiburon View II a Subdivision located in said Southwest 1/4 of Section 21, and also the East line of Lot 396 Tiburon, a Subdivision located in said Southwest 1/4 of Section 21 and the Northerly and the Southerly extension thereof, a distance of 2651.08 feet to the Northwest corner of said Southeast 1/4 of Section 21, said point also being the Northwest corner of said Tax Lot 8; thence North  $87^{\circ}21'11''$  East along the North line of said Southeast 1/4 of Section 21, said line also being the North line of said Tax Lot 8, said line also being the South line of Lot 2, Goldenstein's 2nd Addition a Subdivision located in the Northeast 1/4 of said Section 21, and the Westerly extension thereof, a distance of 2653.47 feet to the point of beginning.