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

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**MODIFICATION AND AMENDMENT OF EASEMENT GRANT**

This instrument made and entered into this 25th day of August, 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 CELEBRITY HOMES, INC., a Nebraska corporation (hereinafter referred to as "Owner", whether one or more).

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by Lewis R. Rasmussen and Berniece A. Rasmussen, husband and wife, the 17th day of January, 1962 covering the following described premises in Douglas County, Nebraska:

The South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ ) of Section 3, Township 15 North, Range 11 East; and

which Easement was recorded the the 21st day of March, 1962, in Book 378 of Miscellaneous Records, at Page 27, in and for Douglas 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 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"):

The South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ ) of Section 3, Township 15 North, Range 11 East.

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 lying 48 feet northerly of Northern's 16-inch pipeline to a line lying 38 feet southerly of said pipeline (hereinafter referred to as "Pipeline Right-of-Way").

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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

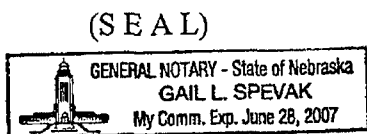
By Glen R. Hass  
Glen R. Hass  
Agent and Attorney-in-Fact

"OWNER"  
CELEBRITY HOMES, INC.

By Gale L. Larsen  
Gale L. Larsen  
President

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 2nd 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

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 25<sup>th</sup> day of August, 2004, by Gale L. Larsen, the President of Celebrity Homes, Inc.

(SEAL)



Heather R. Westergard  
Notary Public  
My Commission Expires 2-17-2008