

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
2005-26298

2005 JUL 27 A 11:15

*Sharon A. Lawley*  
REGISTER OF DEEDS

COUNTER JS C.E. D  
VERIFY TM D.E. P  
PROOF P  
FEES \$ 148.00  
CHECK# 14790/14788  
CHG \_\_\_\_\_ CASH \_\_\_\_\_  
REFUND \_\_\_\_\_ CREDIT \_\_\_\_\_  
SHORT \_\_\_\_\_ NCR \_\_\_\_\_

Document Prepared by/Return to: Josh Kritenbrink 402-398-7618  
Northern Natural Gas Company, 1111 South 103rd Street, Omaha, NE 68124-1000

RHR  
E

48701-35

**MODIFICATION AND AMENDMENT OF EASEMENT GRANT**

This instrument made and entered into this 13th day of July, 2005, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, with principal offices at 1111 South 103rd Street, Omaha, Nebraska 68124-1000 (hereinafter referred to as "Northern"), and BOYER YOUNG EQUITIES IV, LLC, 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 A. Zeeb, a widow, on the 19th day of February, 1951, covering the following described premises in Sarpy County, Nebraska:

The South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ ) of Section 3,  
Township 13 North, Range 12 East; and

which Easement was recorded the the 23rd day of August, 1951, in Book 15 of Miscellaneous Records at Page 36, 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 (NEB48701) 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 90 feet in width, the centerline of which strip shall be the present location of Northern's existing 16-inch pipeline (hereinafter referred to as "Pipeline Right-of-Way").

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.

A

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"  
BOYER YOUNG EQUITIES IV, LLC

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

By Timothy W. Young  
Timothy W. Young  
Managing Member

STATE OF Nebraska )  
  )SS  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 13<sup>TH</sup> day of JULY, 2005, by **Timothy W. Young**, the Managing Member, for Boyer Young Equities IV, LLC, a Nebraska limited liability company, on behalf of the company.

(SEAL)

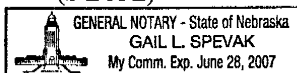


Homer R. Hunt  
Notary Public  
My Commission Expires 4-30-07

STATE OF NEBRASKA )  
  )SS  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 15th day of July, 2005, by **Glen R. Hass**, Agent and Attorney-in-Fact, for Northern Natural Gas Company, a Delaware corporation, on behalf of the corporation.

(SEAL)



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

2005-26298 B

**Exhibit "A"**

The South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ ) of Section Three (3), Township Thirteen (13) North, Range Twelve (12) East of the 6th P.M., Sarpy County, Nebraska, more particularly described as follows; Beginning at the Northeast corner of said South  $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 3; Thence S02°58'08"E (assumed bearing) along the East line of said S $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 3, a distance of 1337.41 feet to the Southeast Corner of said NW $\frac{1}{4}$  of Section 3; Thence S88°04'42"W along the South line of said NW $\frac{1}{4}$  of Section 3, a distance of 2642.87 feet to the Southwest corner of said NW $\frac{1}{4}$  of Section 3; Thence N03°11'01"W along the West line of said NW $\frac{1}{4}$  of Section 3, a distance of 1328.07 feet to the Northwest corner of said South  $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 3, Thence N87°52'27"E along the North line of said S $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 3, said line also being the South line of Lots 30 thru 40 inclusive, Summit Ridge, a Subdivision located in said section 3, and the Westerly extension thereof, and also the South right-of-way line of Lakewood Drive, and also the South line of Lot 239, Outlot "A" and Lot 240, of said Summit Ridge, and also the South right-of-way line of Quartz drive, and also the South line of Outlot "A", Summit Ridge Replat Seven, a Subdivision located in said Section 3, and also the South right-of-way line of 90th Street, a distance of 2647.69 feet to the point of beginning. **NOW KNOWN AS SUMMIT RIDGE, Lots 243 through 497 inclusive and Outlots "C" through "M" inclusive.**