This Instrument Drafted By And To Be Returned To:

Right-of-Way Department

Northern Natural Gas Company

P.O. Box 3330

Omaha, Nebraska 68103-0330

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Line No.:493-1-53

This instrument made and entered into this day of the day of the law of the l

WITNESSEIH THAT:

WHEREAS, Northern is the holder of an Easement granted by Mary Mowinkel, on the 30th day of January, 1962, covering the following described premises in Sarpy County, Nebraska:

The Northeast Quarter of Section 28, Township 14 North, Range 11 East;

which Easement was recorded the 9th day of March, 1962, in Book 29 of Miscellaneous at Page 453, in the Office of the County Clerk for Sarpy County, Nebraska (hereinafter referred to as "Easement"); and

WHEREAS, said Easement was modified by Modification and Amendment of Easement granted to Continental Western Corporation on the 18th day of June, 1974, and recorded on the 27th day of January, 1976, in Book 49 of Miscellaneous at Page 49, releasing all of the land therein except a strip of land 66 feet in width, upon which strip said Easement shall remain in full force and effect; and

WHEREAS, pursuant to the authority contained in said Easement, Northern has constructed and currently operates and maintains a 16-inch pipeline along with the right to install additional pipelines and facilities from time to time (hereinafter referred to as "Pipeline Facilities"), across and through the above described premises; and

WHEREAS, Owner is the present Owner of the following described real property, with Pipeline Facilities situated upon the following described land in Sarpy County, Nebraska (hereinafter referred to as the "Owned Premises"):

Units 28 and 29, Tiburon Pointe Condominiums, a Condominium organized under the Laws of the State of Nebraska, pursuant to Master Deed filed August 21, 1995, as Instrument No. 95-13731 of the Records of Sarpy County, Nebraska, being a part of Lot 399, in the Northeast Quarter of Section 28, Township 14 North, Range 11 East.

WHEREAS, Owner plans to install or construct a certain wood deck (hereinafter referred to as "Encroaciment") upon and within a portion of the confines of Northern's 66-foot right-of-way width (hereinafter referred to as "Easement Area"), with this written consent; and

WHEREAS, Owner has been advised by Northern that Northern is a natural gas transmission company; that Northern operates a high pressure underground natural gas pipeline through the Owned Premises; and

WHEREAS, Owner has requested permission from Northern to maintain, use, and enjoy the above-described Encroachment upon a portion of Northern's above-mentioned Easement Area and in close proximity to Northern's Pipeline Facilities; and

WHEREAS, Northern is willing to grant such permission upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions hereinafter set forth, the parties hereto agree as follows:

95-18951 A 1. Northern hereby grants permission to Owner to maintain, operate and upon the Owned Premises and in close proximity to Northern's Pineline 1. Northern hereby grants permission to Owner to maintain, operate and in close proximity to Northern's Pipeline upon the Owned Premises and in close proximity to Conditions:

Use upon the said Encroachment, subject to the following conditions:

Facilities, the said Encroachment, subject to the following conditions: use upon the owned Premises and in close proximity to Northern's P. Facilities, the said Encroachment, subject to the following conditions: either property or persons, which may be incurred by Owner or the Fasement on or in the vicinity of the Fasement invitees, or licensees present on or in the vicinity. either property or persons, which may be incurred by Owner or its respective invites, or licensees present on or in the vicinity of the Easement agents, in any way associated with said Encroachment.

Area and in any way associated with said encroachment. That the permission granted herein is limited exclusively to the narroachment upon the Owned premises within the Easternant area of proposed Encroachment upon the Owned Premises within grade or permit such Northern's Pipeline Facilities; nor shall Owner alter the grade or permit proposed Premises the Grade of Premises within grade or permit such proposed Encroachment upon the Owner alter the grade or permit such proposed Premises within grade or permit such proposed Encroachment upon the Owner alter the grade or permit such proposed Premises within grade or permit such proposed Encroachment upon the Owner alter the grade or permit such proposed Encroachment upon the Owner alter the grade or permit such proposed Encroachment upon the Owner alter the grade or permit such proposed Encroachment upon the Owner alter the grade or permit such proposed Encroachment upon the Owner alter the grade or permit proposed Encroachment upon the Owner alter the grade or permit proposed Encroachment upon the Owner alter the grade or permit proposed Encroachment upon the Owner alter the grade or permit proposed Encroachment upon the Owner alter the grade or permit proposed Encroachment upon the Owner alter the grade or permit proposed Encroachment upon the Owner alter the grade or permit proposed Encroachment upon the Owner alter the grade or permit proposed Encroachment upon the Owner alter the grade or permit proposed Encroachment upon the Owner alter the grade or permit proposed Encroachment upon the Owner alter the grade or permit proposed Encroachment upon the Owner alter the Grade or permit proposed Encroachment upon the Owner alter the Grade or permit proposed Encroachment upon the Owner alter the Grade or permit proposed Encroachment upon the Owner alter the Grade or permit proposed Encroachment upon the Owner alter the Ow agents, invitees, or licensees present on or in the agents, in any way associated with said Encroachment. proposed Encroachment upon the Owned Premises within the Easement Area of Owner alter the grade or permit such Owner alter the grade or permit such Northern's Pipeline Facilities; nor shall owner has reserved its easement alteration anywhere on the land upon which Northern has reserved. Northern's Pipeline Facilities; nor shall Owner alter the grade or Pennit such horthern has reserved its easement anywhere on the land upon which Northern.

Northern's Pipeline Facilities; nor shall Owner alter the grade or Pennit such a reserved its easement has reserved its easement of Northern has reserved its easement anywhere on the land upon which Northern has reserved its easement alteration anywhere on the land upon which Northern has reserved its easement alteration anywhere on the land upon which Northern has reserved its easement alteration anywhere on the land upon which Northern has reserved its easement alteration without the prior express written consent of Northern has reserved its easement. C. That Owner shall at all times conduct all its activities on said the with or immore the interfere with or immore the area in such a manner as not to interfere with or immore the immore as not to interfere with or immore the immore as not to interfere with or immore the immore as not to interfere with or immore the immore as not to interfere with or immore the immore as not to interfere with or immore the immore as not to interfere with or immore the immore as not to interfere with or immore the immore as not to interfere with or immore the immore as not to interfere with or immore the immore as not to interfere with or immore as not to interfere with or immore the immore as not to interfere with or immore the immore as not to interfere with or immore as not the immore as not to interfere with or immore as not to interfere with the interference with the immore as not to interfere with the imm alteration anywhere on the land upon which Northern has reser alteration anywhere on the land upon which Northern has reser written consent of Northern rights, without the prior express written consent of Northern rights, C. That Owner shall at all times conduct all its activities on said the with or impede the with or impede the in such a manner as not to interfere with or any manner as not activities in any manner operation of Northern's Pipeline Facilities and activities on said the with or impede the conduct all its activities on said the conduct and conduct all its activities on said the conduct and conduct all its activities on said the conduct and conduct all its activities on said the conduct and conduct all its activities on said the conduct and conduct all its activities on said the conduct and conduct all its activities on said the conduct and conduct all its activities on said the conduct and conduct all its activities on said the conduct and conduct all its activities on said the conduct and conduct all its activities on said the conduct and conduct all its activities on said the conduct and conduct and conduct all its activities on said the conduct and conduct all its activities on said the conduct and conduct and conduct and conduct all its activities and conduct and condu D. That Owner shall not plant any trees or shrubs within the confines of the prior express written consent of the prior express written consent. D. That Owner shall not plant any trees or shrubs within the confines of Northern's Fasement Area without the prior exercise and shrubs shall not exceed an eventual quowith height of Northern. Said trees and shrubs shall not exceed an eventual quowith the prior exercise of the prior ex of Northern's Fasement Area without the prior express written consent of Northern. Said trees and shrubs shall not exceed an eventual growth height of six (6) feet. 2. Owner agrees to indemnify, protect, and hold Northern, employees.

1 iates, subsidiaries, and their directors. 2. Owner agrees to indemnify, protect, and hold Northern, employees, employees, and their directors, and and against any and injury, suit, still agents from and against damage, injury, including agents demands, liabilities, loss, damage, injury, including temperesentatives, and agents demands, liabilities, loss, kind or nor as a retion or expense of whatever kind or nor as a retion, causes of action, negligence, transaction or proceeding, judgment, cost, or expenses of action, negligence, transaction, or action, cause of action, act, action, cause of action, act, action, act, action, any incident, act, action, cause of action, and hold Northern, employees, and hold Northern, employees, and hold Northern, employees, and actions incident. whatsoever. but not limited to reasonable attorneys fees, negligence, the construction of incident, act, in connection with, said Encroadment with and use of action, incidental to the maintenance, use the free maintenance, use the maintenance, use the free maintenance, use the free maintenance, use from the maintenance, use from the maintenance, use from the operation, in the vicinity of the free maintenance, use from the operation, in the vicinity of the maintenance, use from the operation, or expense was prite is undirectly of the parties that under this agreement, owner shall be jointly or its employees. Shall be jointly over the gross negligence of Northern or agreement, owner shall be parties that under this agreement. six (6) feet. solely by the gross negligence of Northern or its employees. It is understood of Northern or its employees. 3. Owner agrees that protection of Northern's Pipeline Facilities will aintained at all times. 4. Should Northern need to remove any of Owner's said Encroachment, and maintain, operate, repair, maintain, racilities, owner to construct, pipeline, racilities, pipeline, pipel remove, or resize Northern's existing or additional pipeline Facilities, Owner the cost of and severally liable. be maintained at all times. performed in a reasonable workmanlike manner and Northern shall restore the work is performed, but shall not the work is performed, and grade of Owned Premises where the work is said Encroachment or any be liable for loss, damage, or replacement to Owner's said Encroachment. surface and grade of Owned Premises where the work is performed, but shall not any the work is performed, but shall not any of replacement to Owner's said Encroacent Area, and the liable for loss, damage, facilities that exist within the employees, associated equipment and hereby releases Northern, its employees, in this regard, Owner hereby releases ment and facilities that exist within the Fasement Area, and owner hereby releases all liability for any such loss of irectors from any and all liability 5. The Parties hereto understand that this Agreement in Easement to enjoy its Northern's by Northern of its Encroaciment within Northern of said Encroaciment within Northern Said Encroaciment within Said Encroaciment with Said Encro constitutes a waiver by Northern of its rights to enjoy its Fasement within Northern's Encroachment within Northern's Unexambered by the construction of said Encroachment Within Northern's Easement Area. officers, and directors from in this regard, f. It is expressly agreed to by and between the parties hereto that if the is in violation of any terms or conditions set forth in this Agreement. owner is its option, may terminate this Agreement upon ten (10) days northern, at its option, may terminate this Agreement upon ten (20) owner is in violation of any terms or conditions set forth in this Agreement, (10) days!

Northern, at its option, may terminate of such termination, be situated and such termination, and all of said Encroacement and all of said to remove any if owner fails to remove said Encroacement, and all of said such termination, remove said Encroacement, worthern may, at its option, remove said encroacement, Northern may, at its option, remove said encroacement. damage. the Fasement Area, or if Owner fails to remove any and all of at the Encroachment, Northern may, at its option, remove said Encroachment, Northern without any liability Whatsoever. It is further expense of Owner and Without any liability Whatsoever. Easement Area. Encroachment, Northern may, at its option, remove said Encroachment agreed. It is further agreed its option, remove said Encroachment agreed. It is further agreed to any such violation as to any such violation expense of owner and without any liability whatsoever. to any such violation expense of failure by Northern to exercise such option as to any such violation that the failure by Northern to exercise such option. expense of Owner and without any liability whatsoever. It is further agreed to any such violation as to any such violation as to any such violation as that the failure by Northern to exercise such option as right to exercise such option as to any such violation as that the failure by Northern of Northern's future right to exercise such option as the exercise such options are the exercise such options. that the failure by Northern to exercise such option as to any such violation as to any such violation as to any such violation.

Shall not constitute a waiver of Northern's future right to exercise such option as to the same or any future violation. option as to the same or any future violation.

7. The provisions of the Fasement, and all rights, powers, privileges, dities, obligations, and liabilities created thereby, remain in full force and effect and are not affected hereby except to the extent and in the manner set

8. Owner agrees to indemnify, defend and hold Northern, it parent and affiliated companies, and the directors, officers and employees of any such corporate entities harmless from and against any liability, damage, claims, forth above. loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, removal or remediation activities), fees or expense, including reasonable attorney's fees arising from: (1) non-compliance expense, including reasonable acturity's reasonable to the ownership or the with any laws, regulations and orders applicable to the ownership or the mountain and maintenance of the said Recognition and maintenance of the said Recognition. with any laws, regulations and orders applicable to the ownership of the said Encroachment on the Owned Premises operation and maintenance of the said Encroachment on the Owned Premises operation herein, and (2) any incidents, acts, releases, negligence, described herein, and (2) any incidents, acts, releases, regulations of conditions on or affecting the Easement Area transactions or omissions, or conditions on or affecting the Easement Area that would (i) contribute to or constitute a violation of any local, state or that would (1) contribute to the castillate a violation of any iterat, state of federal environmental rule, regulation, law or judicial order, (ii) result, in whole or in part, in any requirement to clean up or otherwise remedy or whole or in part, in any requirement to clean up or otherwise remany of remediate a condition, (iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty, or (iv) adversely affect human health or the environment at or near the Easement Area.

This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, EXCESSORS, and assigns of the parties and the benefits of this Agressant shall

IN WITNESS WHEREOF, the parties have executed this instrument the day and run with the land.

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| year first acce | DEVELOPMENT | |
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| Title Agent and | | |
| STATE OF TEXAS)SS COUNTY OF HARRIS) | tay of for said county and Attorney-in-Fa | duly nally ct of ne the |
| on this and qual came Natural Gas | day of little, 1995, before me a Motary Public 1995, before me a Motary Public and state, personally and state, personally known to me to be company, who is personally known to me to be name is affixed to the above instrument in the cap whedged the said instrument to be his free and voluntary act and deed of said comporation. | acity Intary |
| identical person whose stated, and he acknowled and the fact and deed an | Company, who is the above institute free and voice name is affixed to the above institute free and voice of the said instrument to be his free and voice of the said instrument to be his free and voice of the said comporation. The area and voluntary act and deed of said county and and official seal at Houston, in said county and and official seal at Houston, in said county and and official seal at Houston, in said county and and official seal at Houston, in said county and and official seal at Houston. | state, |
| the date aforesaid. | MARIA E AND Notary Public November 13, 12.7 NOVEMBER 13, 12.7 | |
| STATE OF |))) ss)) day of Section lee, 1995, before me a Notate, 1995 and qualified in and for said county and state, 1995 and qualified in and for said county and state, 1995 and qualified in and who executed the same that he/she executed the same is | ary Public personally foregoing |
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| instrument, and voluntary act and WITNESS MY state, the date | hand and official seal at bree M Return aforesaid. | <u>eli</u> |
| state! | Notary Public Notary Public My Commission Expires DOREEN M. REHUREK DOREEN M. REHUREK DOREEN M. REHUREK | |

DOREEN M. REHUREK

95-18751 B

7. The provisions of the Easement, and all rights, powers, privileges, duties, obligations, and liabilities created thereby, remain in full force and effect and are not affected hereby except to the extent and in the manner set forth above.

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| IN WITNESS WHEREOF, the parties year first above written. | have executed this instrument the day and |
| "NORIEHDRN" | MORAYENIA |
| NORTHERN NATURAL GAS COMPANY | "CONTROL |
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| Title Agent and Attorney-in-Fact | Title Tanagles Member |
| STATE OF TEXAS) | , |
|)SS | |
| COUNTY OF HARRIS) | |
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| on this 2011 am as Octil | 1995, before me a Notary Public duly |
| comissioned and mulified in and | C, 1995, before me a notary Public duly |
| Commissioned and qualified in and | for said county and state, personally |
| Jav. A. W. Siriclar | the Agent and Attorney-in-Fact of |
| Noturem Natural Gas Company, Who | is personally known to me to be the |
| identical person whose name is affixed | d to the above instrument in the caracity |
| stated, and he acknowledged the said | d instrument to be his free and voluntary |
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| WITNESS my hand and official set the date aforesaid. | eal at Houston, in said county and state, |
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| NOYEMBER 13, 1227 | My Commission Expires 1/19-97 |
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| On this 25th day of Co.D. | ind for said county and state, personally |
| dilly comingioned and mulified for | before He a Notary Public |
| cuty commissioned and qualified in a | ind for said county and state, personally |
| appeared Alan Hanes | |
| to me known to be the identical persor | n named in and who executed the foregoing |
| instrument, and acknowledged that | he/she executed the same as his/her |
| voluntary act and deed. | • |
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| WITNESS my hand and official sea | al at Omaha, in said county and |
| state, the date aforesaid. | the same country and |
| own, are the attreath. | .^ |
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| (SEAL) | Doren M Reheret |
| THE PARTY STATE OF NEW SALE | Notary Public |
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