



Schedule A

ALTA COMMITMENT

File No. C18-0357-

1. Commitment Date: **January 8, 2019, at 8:00 am**
2. Policy to be Issued:
 - (a) 2006 ALTA Owner's Policy
Proposed Insured: **TBD**
Proposed Policy Amount:
Premium:
 - (b) 2006 ALTA Loan Policy
Proposed Insured:
Proposed Policy Amount:
Premium:

(c)

(d) Endorsements to be issued:

3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple

4. The Title is, at the Commitment Date, vested in: **PARCEL 1: RAY L. SVEHLA AND ANABEL SVEHLA, HUSBAND AND WIFE, AS JOINT TENANTS**

PARCELS 2 & 3: RAY L. SVEHLA AND ANABEL SVEHLA

5. The Land is described as follows:

PARCEL 1: All that part of the SW1/4 and the S1/2 SE1/4 lying South of the railroad right-of-way in Section 11, Township 14 North, Range 1 West of the 6th P.M., in Polk County, Nebraska, EXCEPT that portion thereof conveyed to the State of Nebraska for highway purposes.

PARCEL 2: The SW1/4 of Section 13, Township 14 North, Range 1 West of the 6th P.M., Polk County, Nebraska.

PARCEL 3: The SW1/4 of Section 14, Township 14 North, Range 1 West of the 6th P.M., Polk County, Nebraska.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Schedule B-I

ALTA COMMITMENT

File No. C18-0357-

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. **NOTE:** The Loan Policy to be issued hereunder will not contain Standard Exceptions 2. (a), (b), (c), and (d) as shown below, and as a condition thereto, the owners must execute an affidavit. (Copy attached). Any matter disclosed therein, or otherwise brought to the attention of the insurer will appear as an exception in the policy and this commitment will be subject to further requirements as we deem necessary.
6. Warranty Deed from Svehla, Anabel; Estate, to TBD, conveying the subject lands for the sum of \$0.00.

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Schedule B-II

ALTA COMMITMENT

File No. C18-0357-

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

Standard Exceptions

2. (a) Rights or claims of parties in possession not shown by the public records.
(b) Easements, or claims of easements, not shown by the public records.
(c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey.
(d) Any lien, or right to a lien, for services, labor or material heretofore, or hereafter furnished, imposed by law and not shown by the public records.

Special Exceptions

1. Taxes or special assessments which are not shown as existing liens by the public record.
2. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):

PARCEL 1

3. 2017 Taxes Paid. 2018 Taxes due, but not delinquent. 2019 Taxes Accruing. Special Assessments not yet of record. (For information only: 2018 taxes \$8,333.72; Tax ID #720008771.)
4. Rights of the public, State of Nebraska, County of Polk in and to that portion of subject lands taken or used for road purposes, whether by easement or fee title.
5. Easement in favor of Polk County Rural Public Power District dated January 17, 1938 and recorded March 18, 1938 in Book 13 at Page 417.
6. Easement in favor of Consumers Public Power District dated October 20, 1966 and recorded May 4, 1967 in Book 26 at Page 573.
7. Terms, conditions and provisions of the Assignment recorded January 23, 2001 in Book 42 at Page 604.
8. Terms, conditions and provisions of the Perpetual Easement Deed recorded February 1, 2018 in Book 53 at Page 189.

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PARCEL 2

9. 2017 Taxes Paid. 2018 Taxes due, but not delinquent. 2019 Taxes Accruing. Special Assessments not yet of record. (For information only: 2018 taxes \$10,983.84; Tax ID #720008841.)
 10. Rights of the public, State of Nebraska, County of Polk in and to that portion of subject lands taken or used for road purposes, whether by easement or fee title.
 11. Easement in favor of Missouri Valley Pipe Line Company of Nebraska dated October 1, 1930 and recorded February 4, 1931 in Book 11 at Page 255. Assigned to Northern Natural Gas Company by Conveyance, Assignment and Bill of Sale by and between Enron Corp. and Northern Natural Gas Company recorded December 28, 1990 in Book 83 at Page 259.
 12. Supplemental Conveyance, Assignment and Bill of Sale by and between Enron Corp. and Northern Natural Gas Company recorded December 28, 1990 in Book 83 at Page 291.
- PARCEL 3
13. 2017 Taxes Paid. 2018 Taxes due, but not delinquent. 2019 Taxes Accruing. Special Assessments not yet of record. (For information only: 2018 taxes \$11,278.60; Tax ID #720008897.)
 14. Rights of the public, State of Nebraska, County of Polk in and to that portion of subject lands taken or used for road purposes, whether by easement or fee title.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Parcel 1

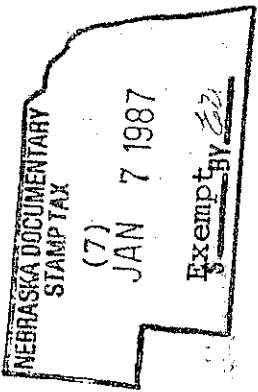
JOINT TENANCY WARRANTY DEED

WAYNE W. LOGAN and LOIS J. LOGAN, husband and wife; GRANTOR, in consideration of One and no/100ths Dollars and other valuable consideration-----~~XXXXXX~~received from GRANTEES.

RAY L. SVEHLA and ANABEL SVEHLA, husband and wife,

conveys to GRANTEES, as joint tenants and not as tenants in common, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

All that part of the Southwest Quarter (SW $\frac{1}{4}$) and the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) lying South of the railroad right-of-way in Section Eleven (11), Township Fourteen (14) North, Range One (1) West of the 6th P.M., in Polk County, Nebraska, EXCEPT that portion thereof conveyed to the State of Nebraska for highway purposes.



GRANTOR covenants (jointly and severally, if more than one) with GRANTEES that GRANTOR:

- (1) is lawfully seized of such real estate and that it is free from encumbrances
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed.....December 24,.....19 86.

Wayne W. Logan

Lois J. Logan

STATE OF NEBRASKA)
COUNTY OF POLK) ss.

The foregoing instrument was acknowledged before me onDecember 31,.....19 86, by
.....Wayne W. Logan and Lois J. Logan, husband and wife.....



Jan Grossnicklaus
Notary Public
My commission expires 5-28-89

STATE OF NEBRASKA, County of Polk.....

Filed for record and entered in Numerical Index on January 7,.....1987 at 8:30 o'clock A. M., and recorded in Deed Record 80 Page 398.

Ruth N. Stromberg, County Clerk

Janella J. Nelson
~~Register~~ Deputy County Clerk
~~Register~~ Deputy Register of Deeds

R. J. Miller & Wife } Filed for record January 13th, 1939 at 8:30 o'clock A. M.

To } John I. Anderson, County Clerk

By Sophia Kresha, Deputy

The State of Nebraska. }

KNOW ALL MEN BY THESE PRESENTS: THAT We, R. J. Miller and Mary G. Miller, husband and Wife, of the County of Polk and State of Nebraska for and in consideration of the sum of Seven hundred four dollars and 75/100 (\$704.75) DOLLARS in hand paid do hereby grant, bargain, sell, convey and confirm unto The State of Nebraska the following described real estate situated in Polk County, and State of Nebraska, to-wit:

A strip of land lying over and across the southerly part of the South Half of the Southeast Quarter of Section Ten, Township 14 North, Range 1 West of the 6th P. M., Polk County, Nebraska, described as follows:

Beginning at the southeast corner of said Section Ten; thence, westerly, on the South line of said South Half of the Southeast Quarter of said Section Ten, a distance of 2688.2 feet to the Southwest corner of said South Half of the Southeast Quarter; thence, northerly, on the West line of said South Half of the Southeast Quarter, a distance of 48.6 feet; thence, easterly, a distance of 2688.2 feet, to a point on the East line of Said South Half of the Southeast Quarter; thence, southerly on said East line, a distance of 48.4 feet, to the point of beginning, containing 2.993 acres, more or less, which includes 2.048 acres, more or less previously occupied as a Public Highway, the remaining 0.945 acre, more or less, being the additional acreage secured in this transaction.

Also, a strip of land lying over and across the southerly part of the South Half of the Southwest Quarter of Section Eleven, Township 14 North, Range 1 West of the 6th P. M., Polk County, Nebraska, described as follows:

Beginning at the southwest corner of said Section Eleven; thence, easterly, on the South line of said South Half of the Southwest Quarter of said section Eleven, a distance of 2633.1 feet to the southeast corner of said South Half of the Southwest Quarter; thence northerly, on the East line of said South Half of the Southwest Quarter, a distance of 48.9 feet; thence, westerly, a distance of 2633.1 feet, to a point on the West line of said South Half of the Southwest Quarter; thence, southerly, on said West line, a distance of 48.4 feet, to the point of beginning, containing 2.941 acres, more or less, which includes 2.006 acres, more or less, previously occupied as a Public Highway, the remaining 0.935 acre, more or less, being the additional acreage secured in this transaction.

And, also a strip of land, lying over and across the southerly part of the South Half of the Southeast Quarter of Section Eleven, Township 14 North, Range 1 West of the 6th P. M., Polk County, Nebraska, described as follows:

Beginning at the southeast corner of said Section Eleven; thence, westerly, on the South line of said South Half of the Southeast Quarter of said Section Eleven, a distance of 2699.5 feet, to the southwest corner of said South Half of the Southeast Quarter; thence, northerly on the West line of said South Half of the Southeast Quarter, a distance of 48.9 feet; thence, easterly, a distance of 2699.3 feet, to a point on the East line of said South Half of the Southeast Quarter; thence, southerly, on said East line, a distance of 49.4 feet, to the point of beginning, containing 3.046 acres, more or less, which includes 2.058 acres, more or less, previously occupied as a Public Highway, the remaining 0.988 acre, more or less, being the additional acreage secured in this transaction.

And, also, a strip of land, lying over and across the northerly part of the Northwest Quarter of Section Thirteen, Township 14 North, Range 1 West of the 6th P. M., Polk County, Nebraska, described as follows:

Beginning at the northwest corner of said Section Thirteen; thence easterly, on the

DEED RECORD NO. 51

North line of said Northwest Quarter of said Section Thirteen, a distance of 2628.1 feet, to the Northeast corner of said Northwest Quarter; thence, southerly, on the East line of said Northwest Quarter, a distance of 48.0 feet; thence, westerly, a distance of 2628.1 feet to a point on the West line of said Northwest Quarter; thence, northerly on said West line, a distance of 50.6 feet, to the point of beginning, containing 2.974 acres, more or less, which includes 2.004 acres, more or less, previously occupied as a Public Highway, the remaining 0.970 acre, more or less, being the additional acreage secured in this transaction.

TO HAVE AND TO HOLD the premises above described, together with all the Tenements, Hereditaments and appurtenances thereunto belonging, unto the said The State of Nebraska and to its successors and assigns forever.

And we do hereby covenant with the said Grantee and with its successors and assigns, that we are lawfully seized of said premises; that they are free from encumbrance that we have good right and lawful authority to sell the same; and we do hereby covenant to warrant and defend the title to said premises against the lawful claims of all persons whomsoever.

And the said Mary G. Miller hereby relinquishes all her rights of every name and kind in and to the above described premises.

Signed this 21st day of September, A. D. 1938.

In presence of

R. J. Miller

G. R. Ingalls

Mary G. Miller

State of Nebraska)
Polk County) ss.

On this 21st day of September, A. D. 1938, before me, the undersigned Marion Thomas a Notary Public, duly commissioned and qualified for and residing in said county, personally came R. J. Miller and Mary G. Miller (husband and wife) to me known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

(Marion Thomas
(Notary Public
(Polk County, Nebraska.)

Marion Thomas, Notary Public.

My Commission expires March 19, 1943.

(RIGHT OF WAY DIVISION RECEIVED SEP 22 1938)
(DEPARTMENT OF ROADS AND IRRIGATION)

WARRANTY DEED

George A. Mytholar & Wife, } Filed for record January 13th, 1939 at 9:00 o'clock A. M.

To
The State of Nebraska.

John J. Anderson, County Clerk

By Sophia Kreshak Deputy

KNOW ALL MEN BY THESE PRESENTS: THAT We, George A. Mytholar and Sarah J. Mytholar, husband and wife, of the County of Polk and State of Nebraska for and in consideration of the sum of Two Hundred eighty-six dollars and 50/100 (\$286.50) DOLLARS in hand paid do hereby grant, bargain, sell, convey and confirm unto The State of Nebraska the following described real estate situated in Polk County, and State of Nebraska, to-wit:

A strip of land lying over and across the northerly part of the Northwest Quarter of Section Fourteen, Township 14 North, Range 1 West of the 6th P. M., Polk County, Nebraska, described as follows:

Beginning at the northwest corner of said Section Fourteen; thence, easterly, on the North line of said Northwest Quarter of said Section Fourteen, a distance of 2633.1 feet, to the

Dated this 15 day of March, A.D. 1956.

Parcel 1 exception

Harry Lees
Richard Merrick
Louis A. Hastert
Appraisers

Filed in county court
Mar. 15 1956
L.M. Merrick, County Judge.

STATE OF NEBRASKA, }
COUNTY OF POLK } ss.

IN THE COUNTY COURT OF POLK COUNTY, NEBRASKA

I, L.M. Merrick County Judge of Polk County, Nebraska, do hereby certify that I have compared the foregoing copy of Return of Appraisers in Condemnation action

The State of Nebraska
Department of Roads and Irrigation

vs.

Carrie Reichenbach, a widow and incompetent; Harold B. Stryker,
legally appointed guardian of said Carrie Reichenbach;

Max H. Suddarth, tenant

with the original record thereof, now remaining in said Court; that the same is a correct transcript thereof, and of the whole of said original record; and that I have the legal custody and control of said original record; that said Court is a court of record, has a seal, and that said Seal is hereto affixed; that said Court has a Clerk authorized to certify records in the name of the County Judge of said Court; and that the foregoing attestation is in due form, according to the laws of the State of Nebraska.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court, at Osceola, Nebraska, this 13th day of April, A.D., 1956.

(Seal of County Court)
(Polk County, Nebraska)

L.M. Merrick
County Judge.

By Lillian Timm
Clerk of the County Court.

RETURN OF APPRAISERS

From } Filed for record April 13, 1956 at 3 o'clock and
The State of Nebraska } 30 minutes P.M., in Book 19, Page 316.
To } Dale Frizzell, County Clerk
Mary Gertude Miller, et al } By Delores Lindblade, Deputy

IN THE COUNTY COURT OF POLK COUNTY,
NEBRASKA

THE STATE OF NEBRASKA
DEPARTMENT OF ROADS AND IRRIGATION

vs

Mary Gertrude Miller, a widow; Lucille
Miller Monsch and Fritz Monsch, wife and
husband; Ogal Miller and Belle Miller,
husband and wife; Marie Miller Carmean
and Pearson Carmean, wife and husband;
Geraldine Miller, single; Albert Olson
and Ella Olson, husband and wife; Rodney
Olson, single; Robert Olson, single;
Dorothy Miller Carlsen and Irving Carlsen,
wife and husband; Marjorie Miller Johansen
and Carl Johansen, wife and husband; and
Arjay Miller and Frances Miller, wife and
husband;
George Rafert, tenant;

RETURN OF APPRAISERS

TO HONORABLE L.M. MERRICK, COUNTY JUDGE, POLK COUNTY, NEBRASKA:

We, the undersigned Appraisers, do hereby certify that under and by virtue of an "Appointment of Appraisers", duly served upon us by the Sheriff of Polk County, Nebraska, on the 15 day of February, A.D. 1956, and after having taken and signed an oath to support the Constitutions

of the United States of America and The State of Nebraska, to faithfully and impartially discharge our duties as required by law, and to honestly and truly assess the damages which the owners of the real estate, described in said "Appointment of Appraisers", will sustain by reason of the taking of said lands for right of way purposes for widening and reconstructing a part of Highway U.S. No. 30A; that we did inspect the real estate herein described at the time and place designated and did at said time and place sit at a Board of Appraisers and did receive evidence relative to the amount of damages that will be sustained by the owners of said real estate by reason of the taking thereof by the Department of Roads and Irrigation of The State of Nebraska, for right of way purposes; the real estate referred to above being described as follows:

C O N D E M N A T I O N

Land Owner: Mary Gertrude Miller et al

Tenant: George Hafert

Project: F-29 (10) AFE R-598a Polk County, Nebraska.

A strip of land for highway right of way lying across the southern part of the South Half of the Southeast Quarter of Section 10, Township 14 North, Range 1 West of the 6th P.M., Polk County, Nebraska, described as follows:

Referring to the southeast corner of said Section 10; thence northerly on the East line of the South Half of the Southeast Quarter of said Section 10 a distance of 48.4 feet; thence westerly on a line 48.4 feet northerly from and parallel to the South line of said South Half of the Southeast Quarter a distance of 33.0 feet to the point of beginning; thence continuing westerly a distance of 2,654.5 feet to a point on the West line of said South Half of the Southeast Quarter, said point being 48.6 feet northerly from the southwest corner of said South Half of the Southeast Quarter; thence northerly on said West line a distance of 10.0 feet; thence easterly a distance of 2,654.5 feet to a point 33.0 feet westerly from said East line; thence southerly on a line 33.0 feet westerly from and parallel to said East line a distance of 10.0 feet to the point of beginning, containing 0.61 acre, more or less.

Also, a strip of land for highway right of way lying across the southern part of the South Half of the Southwest Quarter of Section 11, Township 14, North, Range 1 West of the 6th P.M., Polk County, Nebraska, described as follows:

Referring to the southwest corner of said Section 11; thence northerly on the West line of the South Half of the Southwest quarter of said Section 11 a distance of 48.4 feet; thence easterly on a line 48.4 feet northerly from and parallel to the South line of said South Half of the Southwest quarter a distance of 33.0 feet to the point of beginning; thence continuing easterly a distance of 2,600.3 feet to a point on the East line of said South Half of the Southwest quarter, said point being 48.9 feet northerly from the southeast corner of said South Half of the Southwest quarter; thence northerly on said East line a distance of 50.0 feet; thence westerly a distance of 2,600.5 feet to a point 33.0 feet easterly from said West line; thence southerly on a line 33.0 feet easterly from and parallel to said West line a distance of 15.0 feet to the point of beginning, containing 1.94 acres, more or less.

Also a strip of land for highway right of way lying across the southern part of the South Half of the Southeast Quarter of Section 11, Township 14 North, Range 1 West of the 6th P.M., Polk County, Nebraska, described as follows:

Referring to the southeast corner of said Section 11; thence northerly on the East line of the South Half of the Southeast Quarter of said Section 11 a distance of 49.4 feet; thence westerly on a line 49.4 feet northerly from and parallel to the South line of said South Half of the Southeast Quarter a distance of 33.0 feet to the point of beginning; thence continuing westerly a distance of 2,666.5 feet to a point on the West line of said South Half of the Southeast Quarter, said point being 48.9 feet northerly from the southwest corner of said South Half

of the Southeast Quarter; thence northerly on said West line a distance of 50.0 feet; thence easterly a distance of 2,666.5 feet to a point 33.0 feet westerly from said East line; thence southerly on a line 33.0 feet westerly from and parallel to said East line a distance of 50.0 feet to the point of beginning, containing 3.06 acres, more or less.

And, also, a strip of land for highway right of way lying across the northern part of the North Half of the Northwest Quarter of Section 13, Township 14 North, Range 1 West of the 6th P.M., Polk County, Nebraska, described as follows:

Referring to the northwest corner of said Section 13; thence southerly on the West line of the North Half of the Northwest Quarter of said Section 13 a distance of 50.6 feet; thence easterly on a line 50.6 feet southerly from and parallel to the North line of said North Half of the Northwest Quarter a distance of 33.0 feet to the point of beginning; thence continuing easterly a distance of 2,595.1 feet to a point on the East line of said North Half of the Northwest Quarter, said point being 48.0 feet southerly from the northeast corner of said North Half of the Northwest Quarter; thence southerly on said East line a distance of 15.0 feet; thence westerly a distance of 2,595.1 feet to a point 33.0 feet easterly from said West line; thence northerly on a line 33.0 feet easterly from and parallel to said West line a distance of 15.0 feet to the point of beginning, containing 0.89 acre, more or less.

Now, therefore, we, as Appraisers aforesaid, do hereby find and appraise the damages that will be suffered by reason of the taking of said lands for right of way purposes by the Department of Roads and Irrigation of The State of Nebraska, in amounts of:

SE $\frac{1}{4}$ of Section 10-14-1		
Damage for wheat	10.00	10.00
Removal of real good woven fence 120 rds @ 3.00 per rod		360.00
0.61 acres of land @ \$250.00		152.50
		<u>\$522.50</u>
SW $\frac{1}{4}$ of Section 11-14-1		
Removal of 160 rds of 3--barb wire fence		\$300.00
1.94 acres of land @ \$250.00 per acre		485.00
		<u>\$785.00</u>
SE $\frac{1}{4}$ of Section 11-14-1		
Removal of 160 rds 3 barb wire fence		300.00
3.06 of wheat @ \$25.00 per acre		76.50
3.06 of land @ \$250.00 per acre		765.00
		<u>\$1141.50</u>
NW $\frac{1}{4}$ of Section 13-14-1		
140 rd of woven wire		420.00
0.89 acres of land @ \$250.00		222.50
		<u>\$642.50</u>

All of which is hereby respectfully submitted.

Dated this 15 day of March, A.D. 1956.

Filed in county court
 Mar. 15 1956
 L. M. Merrick, County Judge.
 STATE OF NEBRASKA,)
) SS.
 COUNTY OF POLK)

Harry Lees
 Richard Merrick
 Louis A. Hastert
Appraisers

IN THE COUNTY COURT OF POLK COUNTY, NEBRASKA

I, L. M. Merrick County Judge of Polk County, Nebraska, do hereby certify that I have compared the foregoing copy of Return of Appraisers in a Condemnation action

The State of Nebraska
 Department of Roads and Irrigation

vs

Mary Gertrude Miller, a widow; Lucille Miller Monsch and Fritz Monsch, wife and husband; Ogal Miller and Belle Miller, husband and wife; Marie Miller Carmean and Pearson Carmean, wife and husband; Geraldine Miller, single; Albert Olson and Ella Olson, husband and wife; Rodney Olson, single; Robert Olson, single; Dorothy Miller Carlsen and Irving Carlsen, wife and husband; Marjorie Miller Johansen and Carl Johansen, wife and husband; and Arjay Miller and Frances Miller, wife and husband; George Rafert tenant

with the original record thereof, now remaining in said Court; that the same is a correct transcript thereof, and of the whole of said original record; and that I have the legal custody and

control of said original record; that said Court is a court of record, has a seal, and that said Seal is hereto affixed; that said Court has a Clerk authorized to certify records in the name of the County Judge of said Court; and that the foregoing attestation is in due form, according to the laws of the State of Nebraska.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Court, at Osceola, Nebraska, this 13th day of April A.D., 1956.

(Seal of County Court)
(Polk County, Nebraska)

L. M. Merrick
County Judge.

By Lillian Timm
Clerk of the County Court

A F F I D A V I T

From Edward Wegrzyn, Sec. Treas. Filed for record April 18, 1956 at 8 o'clock and 30 minutes A.M., in Book 19, Page 319.

To The Public

Dale Frizzell
County Clerk

A F F I D A V I T

STATE OF NEBRASKA)
(ss.
COUNTY OF PLATTE)

Edward Wegrzyn, being first duly sworn, deposes and says that he is the Secretary-Treasurer of the "Gass Funeral Home, Inc.," of Columbus, Nebraska, and as such officer has access to the records of said Funeral Home that he was personally acquainted with Peter Luchsinger, who owned a life estate in the following described property, to-wit:

The Northwest Quarter of the Northeast Quarter, and the North Half of the Northwest Quarter of Section Twenty-two (22), Township Sixteen (16) North, Range One (1) West of the Sixth Principal Meridian, Polk County, Nebraska.

That the records of the Gass Funeral Home, Inc., discloses that Peter Luchsinger died on February 28th, 1956.

Edward Wegrzyn, Sect. Treas.,

Elmer L. Bradley
Notary Public.

My Commission Expires May 26th, 1956.

(Elmer L. Bradley)
(Notarial Seal)
(Commission Expires)
(May 26, 1956)
(Platte County, Nebraska)

DECREE DETERMINING HEIRSHIP AND RIGHT OF DESCENT.

From County Court Polk County Filed for record April 20, 1956 at 9 o'clock and 30 minutes A.M., in Book 19, Page 319.

To Dale Frizzell, County Clerk
By Delores Lindblade, Deputy

IN THE COUNTY COURT OF POLK COUNTY, NEBRASKA.

In the Matter of the Estate of Ludwig Rudeen, Deceased.

DECREE DETERMINING HEIRSHIP AND RIGHT OF DESCENT.

Now on this 30th day of March, 1956, at the hour of 10:00 A.M. this matter came on to be heard upon the pleadings and the evidence and was submitted to the court, on consideration whereof the Court finds that due and legal notice of this proceedings has been given to all persons interested in said matter, both creditors and heirs as required by law. That all of the statements and allegations set forth in said petition are true; that the said Ludwig Rudeen died intestate in and a resident of Polk County, Nebraska, on or about the 3rd day of April, 1950, seized and possessed at the time of his death of the following described real estate, to-wit:

Parcels 2 & 3

WARRANTY DEED

RAY L. SVEHLA and ANABEL SVEHLA, husband and wife;
and WAYNE W. LOGAN and LOIS J. LOGAN, husband and wife,

GRANTOR, in consideration of

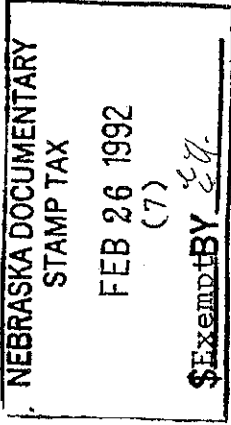
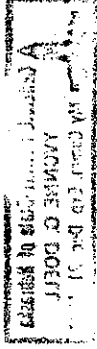
ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION

~~RECEIVED~~ received from GRANTEE,

RAY L. SVEHLA and ANABEL SVEHLA

onveys to GRANTEE, the following described real estate (as defined in Neb. Rev. Stat. 76-201):

Southwest Quarter (SW1/4) of Section Thirteen (13) and the Southwest Quarter (SW1/4) of Section Fourteen (14), all in Township Fourteen (14) North, Range One (1) West of the 6th P.M., in Polk County, Nebraska.



GRANTOR covenants (jointly and severally, if more than one) with GRANTEE that GRANTOR:

- (1) is lawfully seised of such real estate and that it is free from encumbrances, except easements and restrictions of record;
- (2) has legal power and lawful authority to convey the same;
- (3) warrants and will defend title to the real estate against the lawful claims of all persons.

Executed..... February 21, 19 92 .

Ray L. Svehla
Ray L. Svehla

Wayne W. Logan
Wayne W. Logan

Anabel Svehla
Anabel Svehla

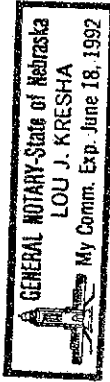
Lois J. Logan
Lois J. Logan

TATE OF NEBRASKA

COUNTY OF Polk

)
) SS.
)

The foregoing instrument was acknowledged before me on February 21, 1992 . by
Wayne W. Logan and Lois J. Logan, husband and wife.



Lou J. Kresha
Notary Public
My commission expires 6-18-92

TATE OF NEBRASKA, County of Polk

Filed for record and entered in Numerical Index on... February.. 26... 19 92. at 9:00 o'clock A. M., and
recorded in Deed Record ... 84... Page . 230. .

Ruth N. Stromberg, Co. Clerk

Ruth N. Stromberg
County Clerk
Deputy County Clerk
Register of Deeds

STATE OF NEBRASKA)
) ss.
County of York)

The foregoing instrument was acknowledged before me on February 25, 1992,
by Ray L. Svehla and Anabel Svehla, husband and wife.



Yvonne G. Doell
Notary Public

My commission expires December 21, 1992.

NEBRASKA DOCUMENTARY

21 MAR 1993

4111 1000 1000

(A)

21 MAR 1993

Parcel 1

Easements

Parcel 1

William H. Kosch & Wife,
TO
Polk County Rural Public Power District
A CORPORATION

STATE OF NEBRASKA }
COUNTY OF Polk } ss.
This instrument was filed for record at 4:00P.M., on the 18th day of March A. D. 1938, and duly recorded in Book 13 on Page 417.
John I. Anderson, County Clerk
Deputy

GRANT OF EASEMENT FOR ELECTRIC LINES

KNOW ALL MEN BY THESE PRESENTS:
That William H. Kosch
of Polk County, State of Nebraska, in consideration of the payment of One (\$1.00) Dollar and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto the Polk County Rural Public Power District, a public corporation of Skonsburg, Nebraska, its successors and assigns, the right, privilege and easement forever of a right-of-way to construct, operate, and maintain lines for the transmission of electric power and light, together with the right to erect, reconstruct, relocate, remove, inspect, and maintain all necessary poles, wires, and appurtenances, and to use the same for the full enjoyment or use of said lines, on, across and over the following described real estate situate in Polk County, Nebraska, as follows:

Said guy wires and anchors shall be located as follows on said premises:
On east 1/2 south east 1/4 Sect. 11 - Twp. 14 - R. 1. to accommodate Max Suddarth.

--for use in connection with the operation of electric transmission lines.
Said Polk County Rural Public Power District is connected with this easement shall have the right to enter, cut and keep clear all trees, limbs and underbrush along said lines and all trees and limbs which may be in any way endanger the proper operation of said lines. Said Polk County Rural Public Power District is also hereby granted the privilege and easement of ingress and egress across and over said real estate to its employees for any purpose necessary in connection with the construction, operation, maintenance, and inspection of said transmission lines and anchors TO HAVE AND TO HOLD said easement, together with all and singular rights and privileges appertaining thereto, unto said Polk County Rural Public Power District, its successors and assigns forever.
Said grantor S covenant and warrant that they are lawfully seized and possessed of the above described real estate, that they have good right and lawful authority to convey said easement for the purpose herein expressed and that said property is free and clear of all encumbrances other than taxes except as follows: (Here describe mortgage or other lien.)

Signed this 17 day of January, 1938.
Witness:
Al. H. Kosch
STATE OF NEBRASKA }
Polk County } ss.
William H. Kosch
Julia A. Kosch.

On this 2nd day of February, 1938 before me, a notary public duly commissioned and qualified for and in said county, personally came William H. Kosch and Julia A. Kosch, Husband and wife, to me known to be the identical person S whose names S are affixed to the foregoing instrument as grantor S and acknowledged the same to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.
My Commission expires July 29, 1943.
(G. E. Ekstrand
(Notarial Seal
(Polk County, Nebraska)

Alois D. Kosch & Wife,
TO
Polk County Rural Public Power District
A CORPORATION

STATE OF NEBRASKA }
COUNTY OF Polk } ss.
This instrument was filed for record at 4:00P.M., on the 18th day of March A. D. 1938, and duly recorded in Book 13 on Page 417.
John I. Anderson, County Clerk
Deputy

GRANT OF EASEMENT FOR ELECTRIC LINES

KNOW ALL MEN BY THESE PRESENTS:
That Alois D. Kosch
of Polk County, State of Nebraska, in consideration of the payment of One (\$1.00) Dollar and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, sell and convey unto the Polk County Rural Public Power District, a public corporation of Skonsburg, Nebraska, its successors and assigns, the right, privilege and easement forever of a right-of-way to construct, operate, and maintain lines for the transmission of electric power and light, together with the right to erect, reconstruct, relocate, remove, inspect, and maintain all necessary poles, wires, and appurtenances, and to use the same for the full enjoyment or use of said lines, on, across and over the following described real estate situate in Polk County, Nebraska, as follows:

Said guy wires and anchors shall be located as follows on said premises:
On the South side of south east 1/4 Sect. 2 - Twp. 14 - R. 1. to accommodate William Kosch.

--for use in connection with the operation of electric transmission lines.
Said Polk County Rural Public Power District is connected with this easement shall have the right to enter, cut and keep clear all trees, limbs and underbrush along said lines and all trees and limbs which may be in any way endanger the proper operation of said lines. Said Polk County Rural Public Power District is also hereby granted the privilege and easement of ingress and egress across and over said real estate to its employees for any purpose necessary in connection with the construction, operation, maintenance, and inspection of said transmission lines and anchors TO HAVE AND TO HOLD said easement, together with all and singular rights and privileges appertaining thereto, unto said Polk County Rural Public Power District, its successors and assigns forever.
Said grantor S covenant and warrant that they are lawfully seized and possessed of the above described real estate, that they have good right and lawful authority to convey said easement for the purpose herein expressed and that said property is free and clear of all encumbrances other than taxes except as follows: (Here describe mortgage or other lien.)

Signed this 18 day of January, 1938.
Witness:
William H. Kosch
STATE OF NEBRASKA }
Polk County } ss.
Alois D. Kosch
Regina E. Kosch

On this 2nd day of February, 1938 before me, a notary public duly commissioned and qualified for and in said county, personally came Alois D. Kosch and Regina E. Kosch, Husband and wife, to me known to be the identical person S whose names S are affixed to the foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and seal the day and year last above written.
My Commission expires July 29, 1943.
(G. E. Ekstrand
(Notarial Seal
(Polk County, Nebraska)

G. E. Ekstrand, Notary Public

parcel

EASEMENT FOR ELECTRIC LINES

KNOW ALL MEN BY THESE PRESENTS:

THAT Arjay Miller and Frances Miller, his wife of Washtenaw County, Michigan, Lucille Miller Monsche, an unmarried person of Los Angeles County, California, Marie Miller Carmean, an unmarried person of Los Angeles County, California, Mary Gertrude Miller, an unmarried person of Los Angeles County, California, Geraldine Miller, an unmarried person of Los Angeles County, California, Erving Carlisen and Dorothy Miller Carlisen, his wife of Los Angeles County, California, Carl Johansen and Marjorie Miller Johansen, his wife of Pottawattamie County, Iowa, Albert Olson, an unmarried person of Sarpy County, Nebraska, Rodeny Olson and his wife of SARPY County, NEBRASKA, Ogal Miller and Belle Miller, his wife of Polk County, Nebraska, Robert Olson and his wife of Santa Clara County, CALIFORNIA, in consideration of \$1.00, receipt of which is hereby acknowledged, and the further payment of a sum to make total payment of \$150.00 for 29 poles and 1 anchor when set on the following described property, do hereby grant and convey unto the Consumers Public Power District (hereinafter called "District"), its lessees, successors and assigns, the permanent right, privilege and easement of a right-of-way to construct, operate, maintain and remove all necessary poles, wire, guys and other necessary equipment in connection therewith, on and across the following property situated in Polk County, Nebraska, more particularly described as follows:

All that part of the South Half ($S\frac{1}{2}$) of Section Eleven (11) and all that part of the South Half of the Southeast Quarter ($S\frac{1}{2}$ SE $\frac{1}{4}$) of Section Ten (10), lying south of the railroad right-of-way, all in Township Fourteen (14) North, Range One (1) West of the 6th P.M.

The pole line herein contemplated shall be located on the property approximately as follows:
One (1) foot north of the north right-of-way line of Highway #81 as it now exists. One (1) anchor to set thirty-four (34) feet west of the section line along the east side of Section Eleven (11), Township Fourteen (14) North, Range One (1) West. One (1) overhead pole to set thirty-four (34) feet west of the section line along the east side of said Section Eleven (11).

The Grantee shall also have the privilege and easement of ingress and egress across the property to its officers and employees for any purpose necessary in connection with the construction, operation, maintenance, inspection and removal of said line. The Grantee shall also have the right at any time to trim or remove such trees and underbrush as may in any way endanger or interfere with the safe operation of the lines and equipment used in connection therewith. The Grantee shall at all times exercise all due care and diligence to avoid injury or damage to the crops, livestock and other personal property of the Grantor, and the Grantee shall indemnify and save harmless the Grantor from any such damage and loss arising or occurring to such property solely by reason of the construction, operation, maintenance and removal of said transmission lines. The Grantee agrees that should the transmission line constructed hereunder be abandoned for a period of five years, the right-of-way or easement hereby secured shall then cease and terminate and this contract shall be of no further force and effect.

Signed the 20th day of October, A.D., 1966.

WITNESS: The attached rider is hereby incorporated herein and made a part hereof.

<u>Elizabeth M. Miller</u>	<u>Aggie Miller</u>
<u>Robert Miller</u>	<u>Martha Miller</u>
<u>Sarpy County, Nebraska</u>	<u>Lucille Miller Monsche</u>
	<u>Mary Gertrude Miller</u>
	<u>Marie Miller Carmean</u>
	<u>Geraldine Miller</u>
<u>Lola L. Gledhill</u>	
<u>Lila L. Gledhill</u>	<u>Erving Miller Carlisen</u>
<u>Dan Carlson</u>	<u>Albert Olson</u>
<u>Dan Carlson</u>	<u>Robert H. Olson</u>
<u>Dan Carlson</u>	<u>Mary Miller Johansen</u>
<u>Dan Carlson</u>	<u>Carl & Rodeny</u>
<u>Dan Carlson</u>	<u>Doc Miller</u>
<u>Dan Carlson</u>	<u>Belle Miller</u>
<u>Some Power</u>	<u>Bill Olson</u>

STATE OF MICHIGAN

COUNTY OF WAYNE

ss.

On this 20th day of October, 1966, before me the undersigned, a Notary Public in and for said County and State, personally appeared Arley Miller and Frances Miller, his wife, personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

Barbara A. Nowak
Barbara A. Nowak, Notary Public
My Commission expires on the 17th day of May, 1968.

STATE OF California

COUNTY OF Los Angeles

ss.

On this 20th day of November, 1966, before me the undersigned, a Notary Public in and for said County and State, personally appeared Lucille Miller Parsake, personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be her voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

J. F. MAYFIELD
My Commission Expires June 26, 1967
J. F. MAYFIELD, Notary Public
My Commission expires on the day of , 19 .

STATE OF California

COUNTY OF Los Angeles

ss.

On this 21st day of November, 1966, before me the undersigned, a Notary Public in and for said County and State, personally appeared Mary Gertrude Miller and Arley Miller, her husband, personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

MARY LOUISE EGAN
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

Mary Louise Egan
Notary Public
My Commission Expires June 4th, 1970

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ss.

On this 5th day of December, 1966, before me the undersigned, a Notary Public in and for said County and State, personally appeared GERALDINE MILLER, personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be her voluntary act and deed for the purposes therein expressed.

MARY LOUISE EGAN
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

Mary Louise Egan
Notary Public
My Commission Expires June 4th, 1970

STATE OF California

COUNTY OF Los Angeles

ss.

On this 19th day of November, 1966, before me the undersigned, a Notary Public in and for said County and State, personally appeared Ernie Carter and Martha Miller, his wife, personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

MARY LOUISE EGAN
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

Mary Louise Egan
Notary Public
My Commission Expires October 21st, 1967

STATE OF California

COUNTY OF Los Angeles

ss.

On this 19th day of September, 1967, before me the undersigned, a Notary Public in and for said County and State, personally appeared Alfred Olsen and Mary Olsen, personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

MARY LOUISE EGAN
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

Mary Louise Egan
Notary Public
My Commission Expires October 21st, 1967

STATE OF Nebraska

COUNTY OF DeWanna ss.

On this 20 day of April, 1967, before me the undersigned, a Notary Public in and for said County and State, personally appeared Vernon A. Walker, Nebr. General Notary personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

Vernon A. Walker
Notary Public

My Commission expires on the 10 day of February, 1970.

(Vernon A. Walker, Nebr. General Notary)

STATE OF Nebraska ss.

COUNTY OF DeWanna

On this 20 day of April, 1967, before me the undersigned, a Notary Public in and for said County and State, personally appeared Oran Walker and Kate Miller personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

Oran Walker
Notary Public

My Commission expires on the 10 day of February, 1970.

(Vernon A. Walker, Nebr. General Notary)

STATE OF CALIFORNIA ss.

COUNTY OF SANTA CLARA

On this 27th day of April, 1967, before me the undersigned, a Notary Public in and for said County and State, personally appeared R. M. OLSON personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be his voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

Bruce Power
Notary Public

My Commission expires on the 15th day of March, 1971.

(Bruce Power, Santa Clara County, Calif. Notary)

STATE OF Nebraska ss.

COUNTY OF DeWanna

On this 20 day of April, 1967, before me the undersigned, a Notary Public in and for said County and State, personally appeared Oran Walker and Kate Miller personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

Vernon A. Walker
Notary Public

My Commission expires on the 10 day of February, 1970.

(Vernon A. Walker, Nebr. General Notary)

STATE OF Nebraska ss.

COUNTY OF DeWanna

On this 20 day of April, 1967, before me the undersigned, a Notary Public in and for said County and State, personally appeared Oran Walker and Kate Miller personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

Vernon A. Walker
Notary Public

My Commission expires on the 10 day of February, 1970.

(Vernon A. Walker, Nebr. General Notary)

STATE OF Nebraska ss.

COUNTY OF DeWanna

On this 20 day of April, 1967, before me the undersigned, a Notary Public in and for said County and State, personally appeared Oran Walker and Kate Miller personally to me known to be the identical person(s) who signed the foregoing instrument as Grantor and who acknowledged the execution thereof to be their voluntary act and deed for the purposes therein expressed.

WITNESS my hand and notarial seal the date above written.

Vernon A. Walker
Notary Public

RIDER FOR ATTACHMENT TO EASEMENT
FOR ELECTRIC LINES GRANTED BY
ARLAY MILLER AND FRANCES MILLER, HIS WIFE, ET AL.,
COVERING PROPERTY IN THE SOUTH HALF
OF SECTION 11, AND THE SOUTH HALF
OF THE SOUTHEAST QUARTER OF SECTION 10, OF
TOWNSHIP 14 NORTH, RANGE 1 WEST
OF THE 6th P.M., POLK COUNTY, NEBRASKA

Anything to the contrary notwithstanding contained
in the foregoing Grant of Easement, the following terms and
conditions shall prevail:

1. Upon termination or other expiration of this
Easement, Grantee shall remove all its facilities, apparatus
and equipment from the property, and shall restore the prop-
erty to substantially the same condition as existed prior to
the date of this Easement.
2. Grantors make no representations or warranties, and
Grantee shall have no recourse to Grantors, with respect to
Grantors' title to the property, any surface or subsurface
conditions thereof, or any patent or latent defect or dangerous
condition thereof.
3. Grantee shall file all required tax returns, and
remit and bear the expenses of any taxes assessed and levied
against any and all property, other than land, owned,
possessed or used by Grantee and located on the property
subject to this Easement.
4. All rights herein granted are subject to the existing
rights of third persons.

-2-

5. Grantors shall at all times have the right to make such use of the property as shall not be inconsistent with the exercise by Grantee of the rights herein granted.

6. Grantee shall indemnify and save harmless Grantors (a) from and against any and all claims by or on behalf of any person, firm or corporation arising out of any act or negligence of Grantee or any of its agents, contractors, servants, employees or licensees, in connection with the construction, operation, maintenance and removal of poles, wires, guys and other equipment on the property, or by reason of any other acts performed by Grantee in and about the property under and by virtue of the powers granted hereunder, and (b) from and against all costs, expenses and liabilities incurred in or in connection with any such claim or claims, or any action or proceeding brought against Grantors, or any of them, by reason of any such claim or claims. Grantee upon notice from Grantors, or any of them, shall resist or defend such action or proceeding and employ counsel therefor reasonably satisfactory to Grantors.

7. Grantee agrees that should the transmission line constructed hereunder be abandoned for a period of five years, the right-of-way or Easement hereby secured shall then cease and terminate, except that Grantee shall remove all its facilities, apparatus and equipment from the property, shall

-3-

restore the property to substantially the same condition as existed prior to the date of this Easement, and shall execute and deliver to Grantors such instrument, in recordable form, as shall be necessary to terminate this Easement.

8. This Easement shall be binding upon the heirs, representatives, successors and assigns of Grantor and Grantee.

The State of Nebraska) First for Record in the Clerk's office of said county the 4th day of
Pott County) May 1967 at 8 o'clock and 30 minutes A.M.

Dale Frizzell County Clerk

By John J. Miller Deputy

Parcel 1

The State of Nebraska
Polk County
Book 42
Filed for Record in the Clerk's office of said county this 23rd day
of Jan., 2001, at 10 o'clock and 27 minutes A.M.
Page 604 Debra S. Girard County Clerk
By [Signature], Deputy

SPT-804
Page 1 of 3

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That Nebraska Public Power District, a public corporation and political subdivision of the State of Nebraska, hereinafter called District, in consideration of the performance of the terms and conditions of an Agreement for Sale of Electric Facilities, Transfer of Customers, Modification of Service Area, and Assignment of Municipal Contracts and Agreements executed by Nebraska Public Power District and Butler County Public Power District, May 31, 2000, and the benefits to accrue to both parties set forth therein, the receipt whereof is hereby acknowledged, does hereby sell, assign, and transfer unto Butler County Public Power District, a public corporation and political subdivision of the State of Nebraska, its successors and assigns, hereinafter called Butler, all of its right, title and interest in and to the District's easements, together with all of the rights and privileges pertaining thereto, which are recorded in the public records in Polk County, Nebraska all as more fully described on Exhibit "A" attached hereto and made a part of this Assignment.

To have and to hold said easement interests unto Butler, its successors and assigns forever.

In witness whereof, the District has caused this Assignment to be executed by its duly authorized corporate officer this 4th day of January, 2001.

ATTEST:

[Signature]
Assistant Secretary

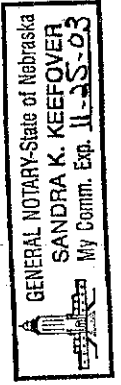
NEBRASKA PUBLIC POWER DISTRICT

[Signature]
Dennis E. Grennan,
Senior Vice President, Customer Services

STATE OF NEBRASKA)
)ss.
COUNTY OF PLATTE)

Before me, a notary public qualified in said county, personally came Dennis E. Grennan, Senior Vice President of Customer Services of Nebraska Public Power District, a corporation, known to me to be the officer and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

Witness my hand and notarial seal on January 4, 2001.



[Signature]
Notary Public

Project Name, 2000 Assignment Butler City RPPD For 048320 URG "A" Page 2 of 3

Parcel	Landowner	Structure	Amount	Legals	Transfer To	Grantee	Document Type	Date	Recording
1	HEIRS, ADEN	POLK	\$45.00	NE 1/4 NE 1/4 13 014N	BUTLER	CONSUMER EASEMENT	S PPD	4/21/67	MISC BOOK 26* PAGE 567
				POLK NW 1/4 NE 1/4 13 014N					04/28/1967
				001W					
				Project Name: ORIGINAL					

2	DEPARTMENT OF ROADS, N/A	POLK	\$0.00	NE 1/4 NW 1/4 13 014N	BUTLER	CONSUMER HIGHWAY PERMIT	S PPD	9/7/66	NO RECORDING
				POLK NW 1/4 NW 1/4 13 014N					
				001W					

3	MILLER, ARJAY	POLK	\$150.00	SE 1/4 SE 1/4 10 014N 001W BUTLER	CONSUMER EASEMENT	S PPD	10/20/66	MISC BOOK 26* PAGE 573	05/04/1967
				POLK SW 1/4 SE 1/4 10 014N					
				001W					

POLK SW 1/4 11 014N 001W

POLK SE 1/4 11 014N 001W

Note: Pages 1-2 of this report have legals only in Butler County.

Page 3 of 3

Parcel	Landowner	Structure	Amount	Legals	Transfer To	Grantee	Document Type	Date	Recording
4	MERRICK, ALTON J	14	\$25.00	POLK SE 1/4 SW 1/4 10 014N 001W	BUTLER	CONSUMER EASEMENT	MISC BOOK 26* PAGE 532	8/31/66	04/13/1967
Facility: 048320 - SHELBY TAP									
Project Name: ORIGINAL									
5	SMITH, HENRY N	15	\$25.00	POLK SW 1/4 10 014N 001W	BUTLER	CONSUMER EASEMENT	MISC BOOK 26* PAGE 531	8/16/66	04/13/1967
6	MERRICK, ALTON J	16	\$25.00	POLK SE 1/4 SW 1/4 10 014N 001W	BUTLER	CONSUMER EASEMENT	MISC BOOK 26* PAGE 532	8/31/66	04/13/1967

Parcel 7

STATE OF NEBRASKA)
) ss
POLK COUNTY)
Filed for Record in the Clerk's Office
Of said county the 1st day of
February, 2018 at
11 o'clock and 25 minutes A.M.
in Book 53 Page 189
By Debra S. Girard County Clerk
Debra S. Girard Deputy

SPACE ABOVE RESERVED FOR REGISTER OF DEEDS OFFICE RECORDING INFORMATION

RETURN TO: Rachel Neuter
TERRA2/Sprint Real Estate
6300 Sprint Parkway, MS: KSOPHB0306-3A668
Overland Park, KS 66251

TITLE OF DOCUMENT: Perpetual Easement Deed

Please index the attached documents against the following legal description (see Exhibit A for more information):

Township 13N, Range 4W, Sections 19, 20, 21, 22, 23, 24
Township 13N, Range 3W, Sections 19, 20, 21, 16, 15, 14, 13, 12
Township 13N, Range 2W, Sections 7, 6, 5

Township 14N, Range 2W, Sections 32, 29, 28, 21, 16, 15, 10, 11, 12
Township 14N, Range 1W, Sections 7, 8, 9, 10, 11, 12

ORIGINAL

(Polk County, Nebraska)

C.D. Nos. 54772-5
54772-3

PERPETUAL EASEMENT DEED

THIS EASEMENT DEED, made as of the 15th Day of April, 2016, by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, Grantor, to SPRINT COMMUNICATIONS COMPANY L. P., a Delaware limited partnership, Grantee:

WITNESSETH:

That Grantor and Grantee have entered into a Fiber Optic Agreement dated as of February 13, 1985 (hereinafter the "Agreement") whereby Grantor has granted to Grantee the right to construct, operate and maintain a Fiber System on the property of the Grantor located in Polk County, Nebraska, under the terms, provisions, and conditions contained in said Agreement, one of which is that Grantor shall grant to Grantee a perpetual easement in the form of this deed.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, Grantor by these presents does hereby grant to Grantee a PERPETUAL EASEMENT to construct, reconstruct, rebuild and reinstall the fiber optic communications system ("Fiber System") as shown and in the locations shown on Pages 36-01 to 57-01 of Exhibit A, attached hereto and by this reference made a part hereof, and reasonable ingress and egress to and from the location of the Fiber System for the purpose of constructing, reconstructing, rebuilding, reinstalling, operating and maintaining the Fiber System.

SUBJECT TO and RESERVING unto the Grantor, its successors and assigns, the following:

- a. The foregoing grants are made without covenant of title or for quiet enjoyment and without warranty of title express or implied, and are subject and subordinate to outstanding or superior rights;
- b. The foregoing grants are also subject and subordinate to the prior and continuing right and obligation of Grantor to use and maintain its entire property in the performance of its public duty as a common carrier and are also subject to the right and power of Grantor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication or other wire or fiber lines, pipe lines and other facilities upon, along or across any or all parts of the Grantor's property, or permit others to do so for Grantor, all or any of which may be freely done at any time or times

by Grantor or others with its permission without liability to Grantee or to any other party for compensation or damages, unless and except to the extent that the foregoing Agreement otherwise expressly provides;

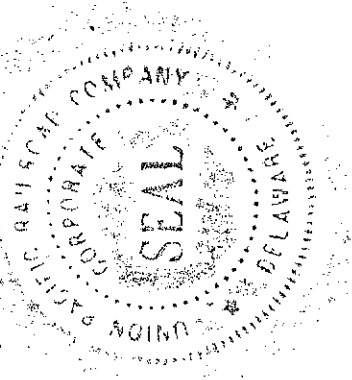
c. The foregoing grants are non-exclusive and Grantor reserves the right to agree to other non-exclusive occupations of the easement area by one or more other person(s); PROVIDED, HOWEVER, that any such subsequent occupancies or agreements for such occupancies shall be subordinate to the rights granted herein to Grantee if Grantee has not relocated therefrom; and

d. The foregoing grants are also subject to all other terms, provisions and conditions contained in the aforesaid Agreement.

IN WITNESS WHEREOF, the Grantor has caused these presents to be signed by its Associate General Counsel & Interim Chief of Law and attested by its Assistant Secretary and its corporate seal to be hereunto affixed as of the day and year first herein written.

Attest:

M. F. Hinners
Assistant Secretary
ORIGINAL
Maureen F. Hinners



UNION PACIFIC RAILROAD COMPANY

By: [Signature]
Title: Associate General Counsel &
Interim Chief of Law

James J. Theisen, Jr.

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged on this 15th day of April,
2016, before me, a Notary Public, duly commissioned, qualified and acting, within and
for the said county and state, by James J. Theisen, Jr., to me personally known, who
stated that he had signed, executed and delivered said foregoing instrument for the
consideration, uses and purposes therein mentioned and set forth.

Brenda L. Frederick
Notary Public

My Commission expires:

March 5, 2020

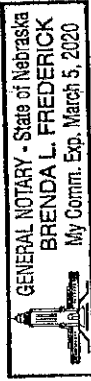
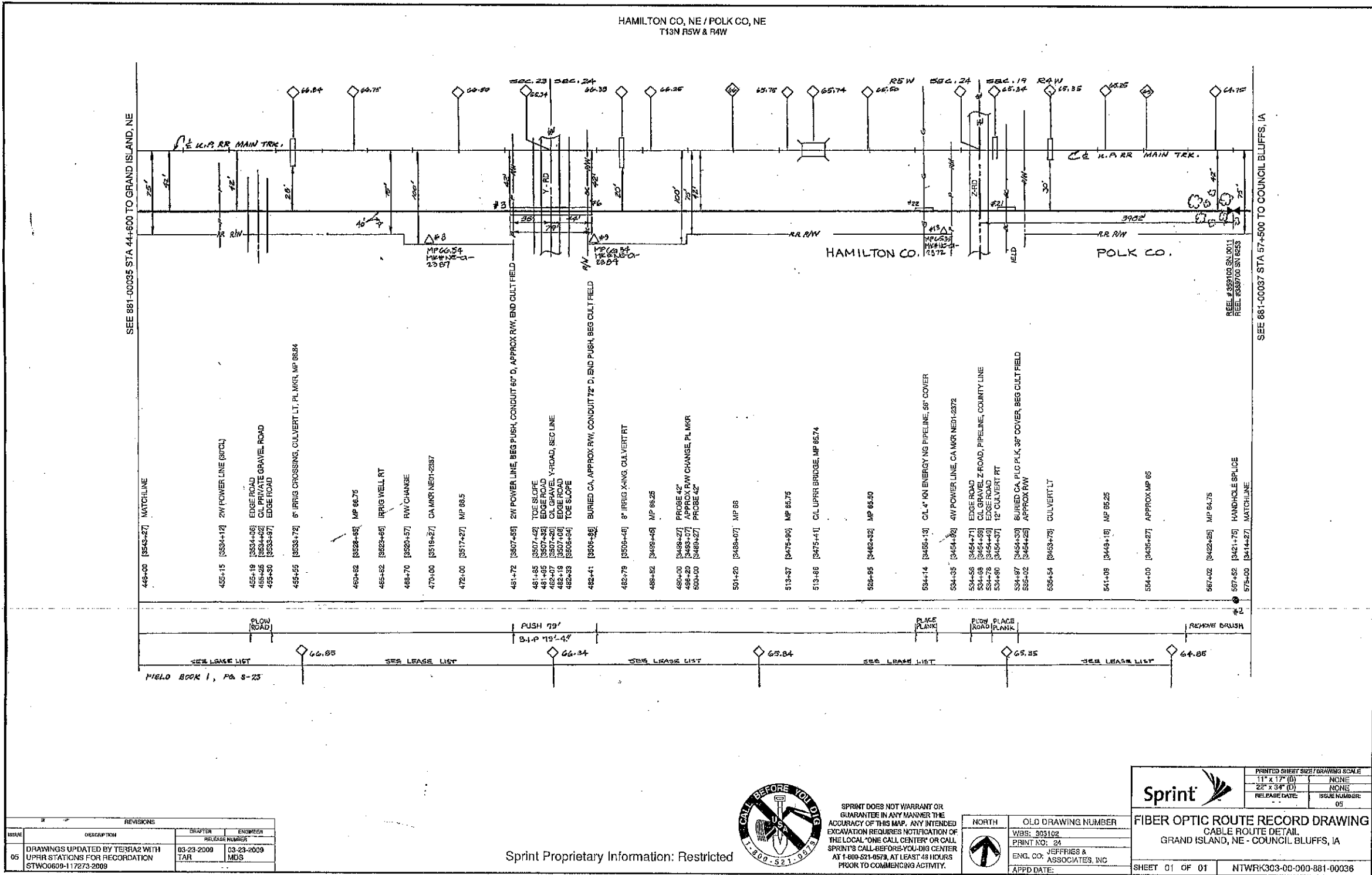


EXHIBIT A

As built available at Union Pacific Railroad ("UPRR") and Sprint Communications Company L.P. ("Sprint") offices.

Polk County, NE:

Township 13N, Range 4W, Sections 19, 20, 21, 22, 23, 24	As-built #s 36-01 through 39-01
Township 13N, Range 3W, Sections 19, 20, 21, 16, 15, 14, 13, 12	As-built #s 39-01 through 44-01
Township 13N, Range 2W, Sections 7, 6, 5	As-built #s 44-01 through 47-01
Township 14N, Range 2W, Sections 32, 29, 28, 21, 16, 15, 10, 11, 12	As-built #s 47-01 through 53-01
Township 14N, Range 1W, Sections 7, 8, 9, 10, 11, 12	As-built #s 53-01 through 57-01



REVISIONS			
NO.	DESCRIPTION	DRAWN	ENGINEER
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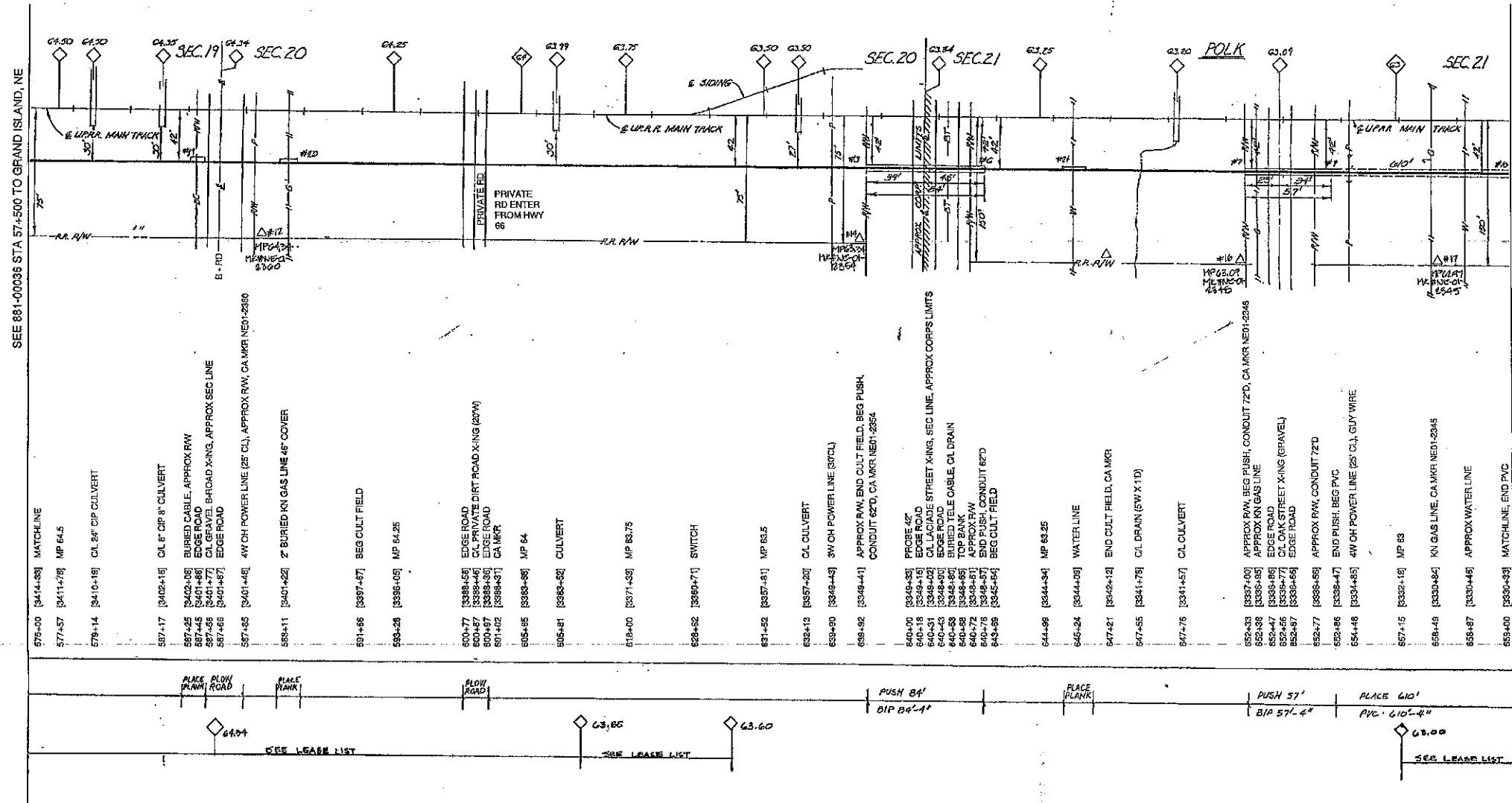
Sprint Proprietary Information: Restricted



SPRINT DOES NOT WARRANT OR GUARANTEE IN ANY MANNER THE ACCURACY OF THIS MAP. ANY INTENDED EXCAVATION REQUIRES NOTIFICATION OF THE LOCAL ONE CALL CENTER OR CALL SPRINT'S CALL-BEFORE-YOU-DIG CENTER AT 1-800-521-0919, AT LEAST 48 HOURS PRIOR TO COMMENCING ACTIVITY.

	NORTH
	OLD DRAWING NUMBER
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	PRINT NO: 24
	ENG. CO: JEFFRIES & ASSOCIATES, INC.
	APPD DATE:

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	22" x 34" (D)	NONE
	RELEASE DATE	ISSUE NUMBER: 05
FIBER OPTIC ROUTE RECORD DRAWING		
CABLE ROUTE DETAIL		
GRAND ISLAND, NE - COUNCIL BLUFFS, IA		
SHEET 01 OF 01	NTWRK303-00-000-881-00036	



REVISIONS			
ISSUE	DESCRIPTION	DRAWN	ENGINEER
		RELEASE NUMBER	
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Sprint Proprietary Information: Restricted

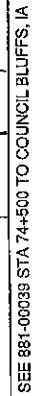
**SPRINT DOES NOT WARRANT OR
GUARANTEE IN ANY MANNER THE
ACCURACY OF THIS MAP. ANY INTENDED
EXCAVATION REQUIRES NOTIFICATION OF
THE LOCAL "ONE CALL CENTER" OR CALL
SPRINT'S CALL-BEFORE-YOU-DIG CENTER
AT 1-800-521-0579, AT LEAST 48 HOURS
PRIOR TO COMMENCING ACTIVITY.**

NORTH	OLD DRAWING NUMBER
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	PRINT NO: 25
	JEFFRIES & ASSOCIATES, INC
	APPD DATE:

	PRINTED SHEET SIZE / DRAWING SCALE
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	22" x 34" (D) NONE
RELEASE DATE:	ISSUE NUMBER:
- -	05

FIBER OPTIC ROUTE RECORD DRAWING
CABLE ROUTE DETAIL
GRAND ISLAND, NE - COUNCIL BLUFFS, IA

SHEET 01 OF 01	NTWRK303-00-000-881-00037
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Sprint Proprietary Information: Restricted

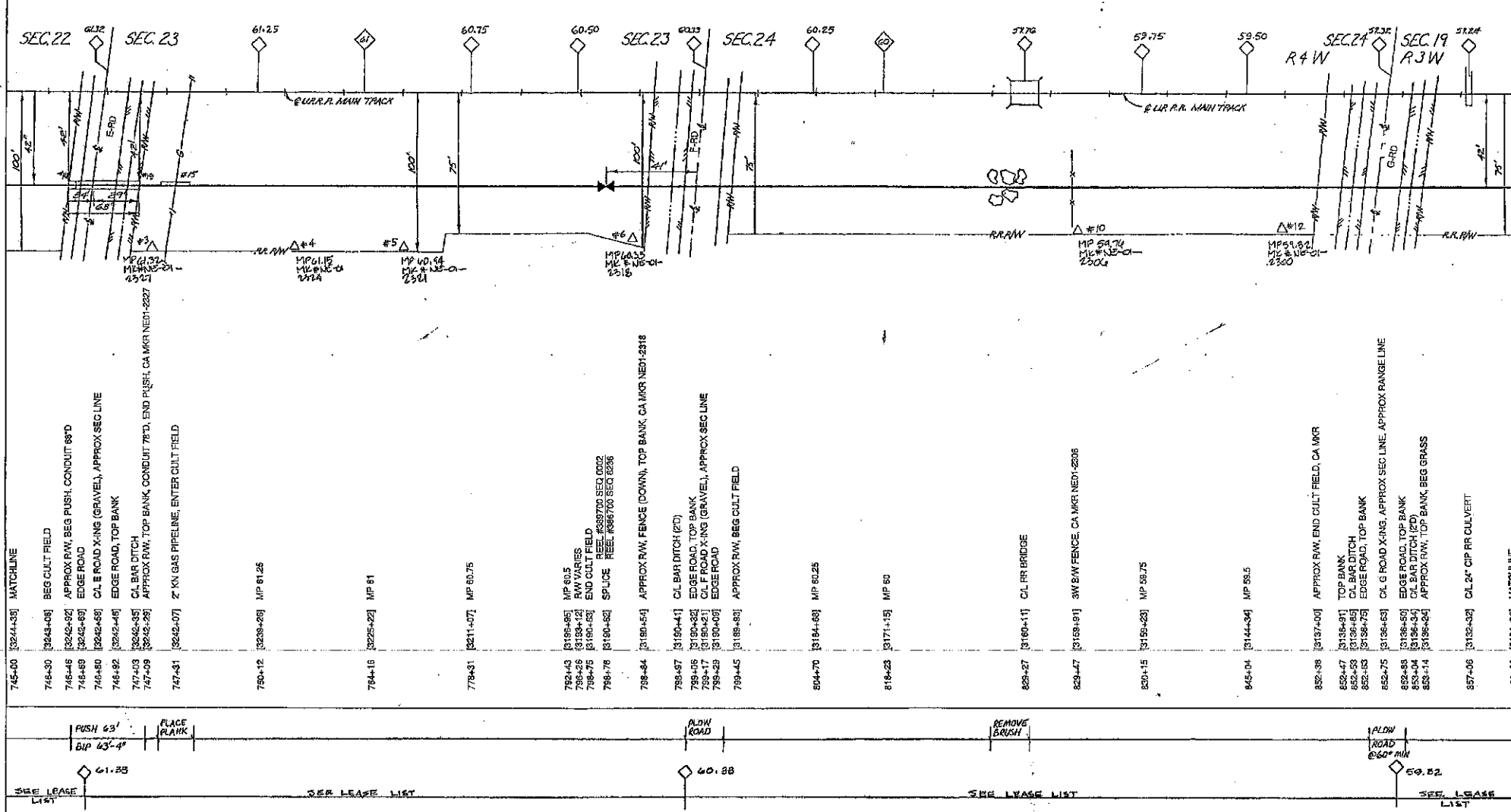


NORTH	OLD DRAWING NUMBER
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	APPD DATE:

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	RELEASE DATE:	ISSUE NUMBER:
		05
FIBER OPTIC ROUTE RECORD DRAWING CABLE ROUTE DETAIL GRAND ISLAND, NE - COUNCIL BLUFFS, IA		
SHEET 01 OF 01		NTWRK303-00-000-881-00038

SEE 881-00038 STA 74+500 TO GRAND ISLAND, NE

SEE 881-00040 STA 85+800 TO COUNCIL BLUFFS, IA



REVISIONS			
ISSUE	DESCRIPTION	ORIGINATOR	ENGINEER
		RELEASE NUMBER	
05	DRAWINGS UPDATED BY TERRAZZ WITH UPRR STATIONS FOR RECORDATION STW00609-117273-2009	03-24-2009 TAR	03-24-2009 MDS

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EXCAVATION REQUIRES NOTIFICATION OF
THE LOCAL "ONE CALL CENTER" OR CALL
SPRINT'S CALL-BEFORE-YOU-DIG CENTER
AT 1-800-521-0579, AT LEAST 48 HOURS
PRIOR TO COMMENCING ACTIVITY.

NORTH	OLD DRAWING NUMBER
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	ENG. CO: JEFFRIES & ASSOCIATES, INC
	APPD DATE:

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SHEET 01 OF 01		NTWRK303-00-000-881-00039	

REVISIONS			
ISSUE	DESCRIPTION	DATE	ENGINEER
		RELEASE NUMBER	
05	DRAWINGS UPDATED BY TERRAZ WITH UPRR STATIONS FOR RECORDATION STWO0609-117273-2009	03-24-2009 TAR	03-24-2009 MDS

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EXCAVATION REQUIRES NOTIFICATION OF
THE LOCAL "ONE CALL CENTER" OR CALL
SPRINT'S CALL-BEFORE-YOU-DIG CENTER
AT 1-800-521-0579, AT LEAST 48 HOURS
PRIOR TO COMMENCING ACTIVITY.



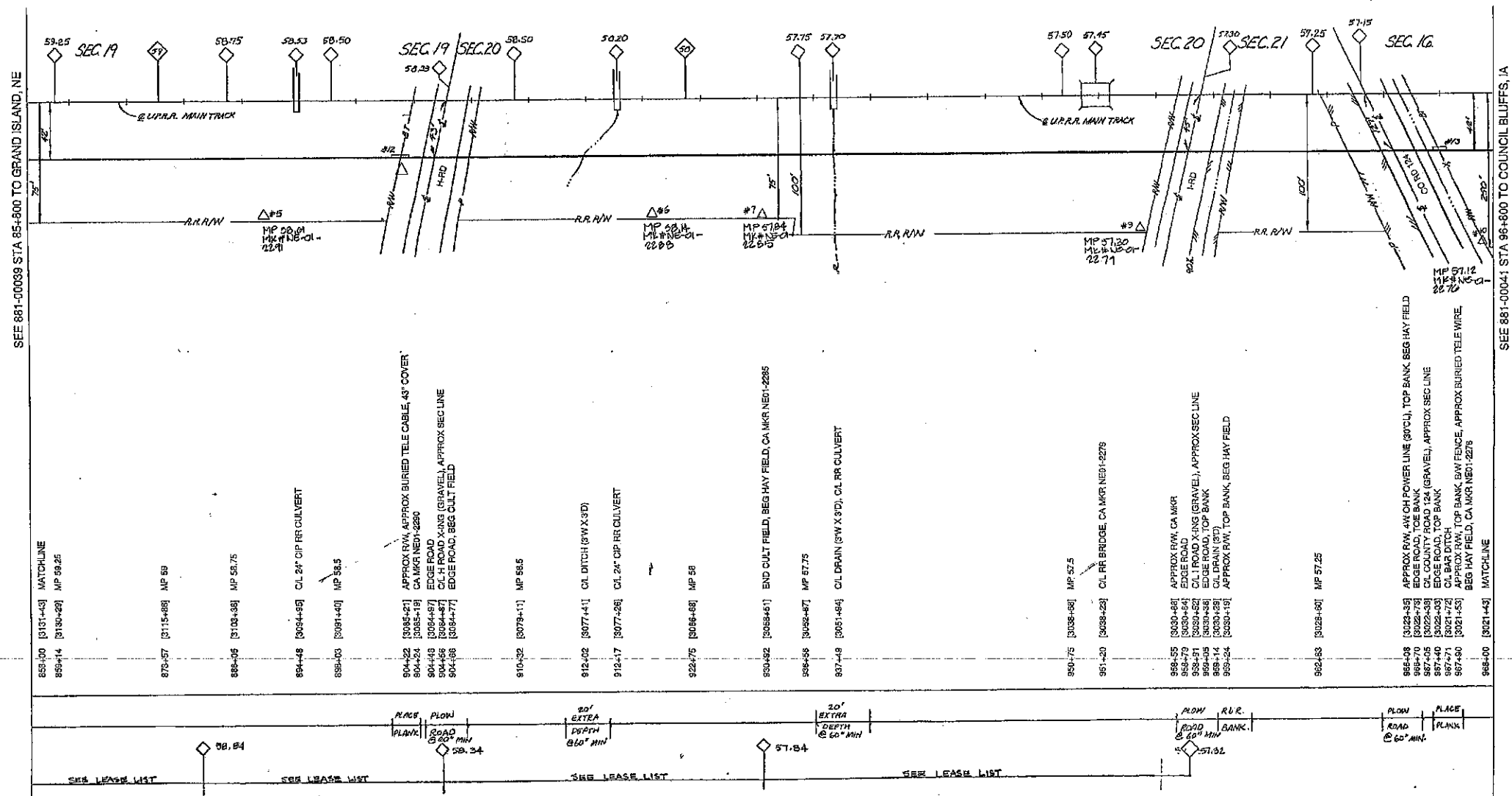
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ENG. CO: JEFFRIES & ASSOCIATES, INC
APPD DATE:

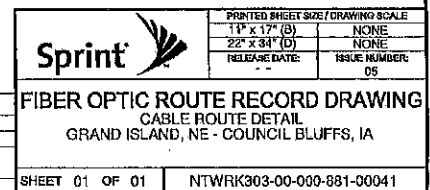


PRINTED SHEET SIZE / DRAWING SCALE	
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22" x 34" (D)	NONE
RELEASE DATE:	ISSUE NUMBER:
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FIBER OPTIC ROUTE RECORD DRAWING
CABLE ROUTE DETAIL
GRAND ISLAND, NE - COUNCIL BLUFFS, IA

SHEET 01 OF 01	NTWRK303-00-000-881-00040
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REVISIONS			
ISSUE	DESCRIPTION	DATE/PT	ENGINEER
		RELEASE NUMBER	
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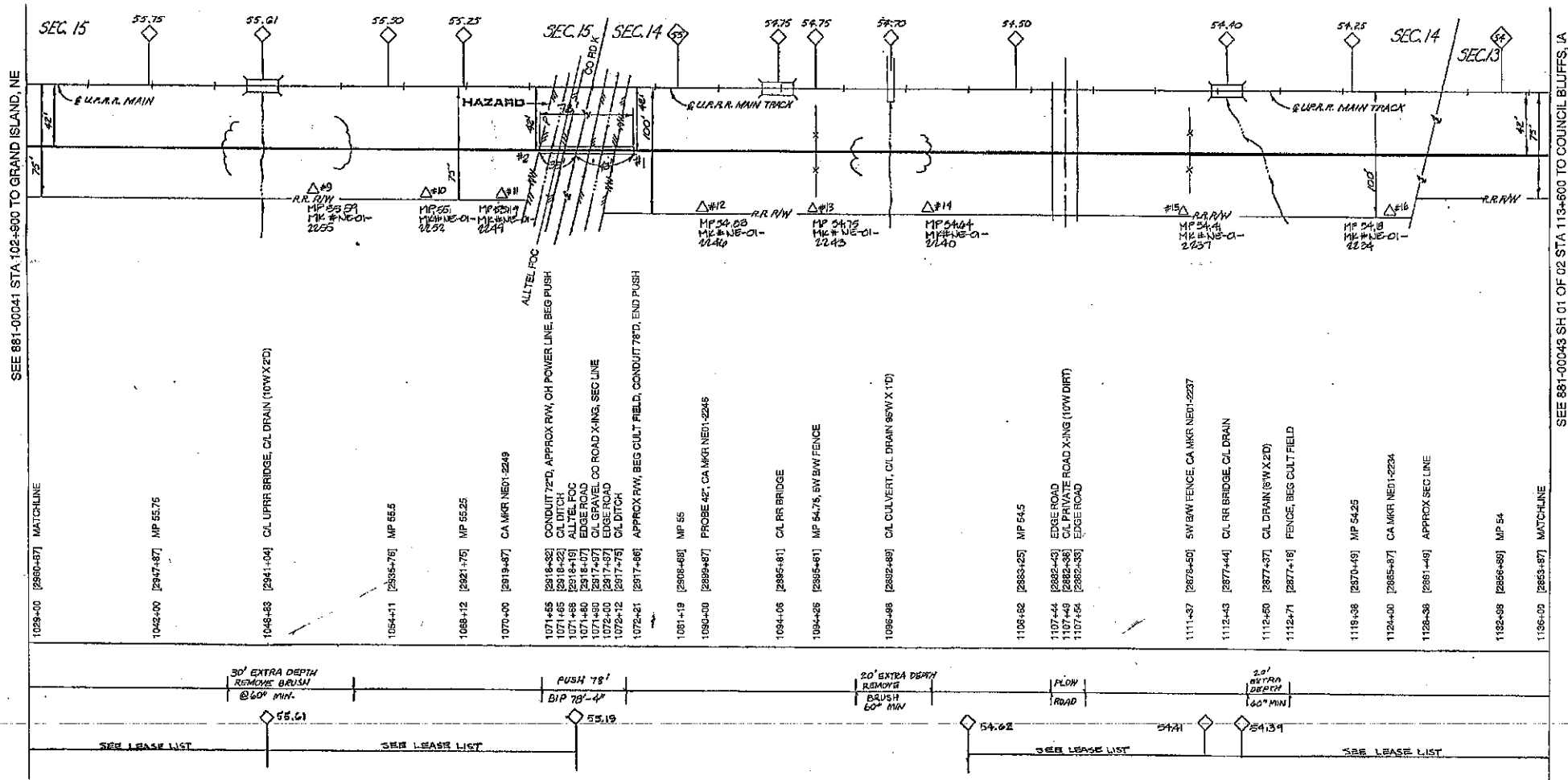


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GUARANTEE IN ANY MANNER THE
ACCURACY OF THIS MAP. ANY INTENDED
EXCAVATION REQUIRES NOTIFICATION OF
THE LOCAL "ONE CALL CENTER" OR CALL
SPRINT'S CALL-BEFORE-YOU-DIG CENTER
AT 1-800-521-0579, AT LEAST 48 HOURS
PRIOR TO COMMENCING ACTIVITY.



OLD DRAWING NUMBER
WBS: 303102
PRINT NO: 29
ENG. CO: JEFFRIES & ASSOCIATES, INC
APPO DATE:

POLK CO, NE
T13N R3W



REVISIONS			
ISSUE	DESCRIPTION	DRAWN	ENGINEER
05	DRAWINGS UPDATED BY TERRA2 WITH UPRII STATIONS FOR RECOORDINATION STWO0609-117273-2009	03-24-2009 TAR	03-24-2009 MDS

Sprint Proprietary Information: Restricted



SPRINT DOES NOT WARRANT OR GUARANTEE IN ANY MANNER THE ACCURACY OF THIS MAP. ANY INTENDED EXCAVATION REQUIRES NOTIFICATION OF THE LOCAL "ONE CALL CENTER" OR CALL SPRINT'S CALL-BEFORE-YOU-DIG CENTER AT 1-800-521-0979, AT LEAST 48 HOURS PRIOR TO COMMENCING ACTIVITY.

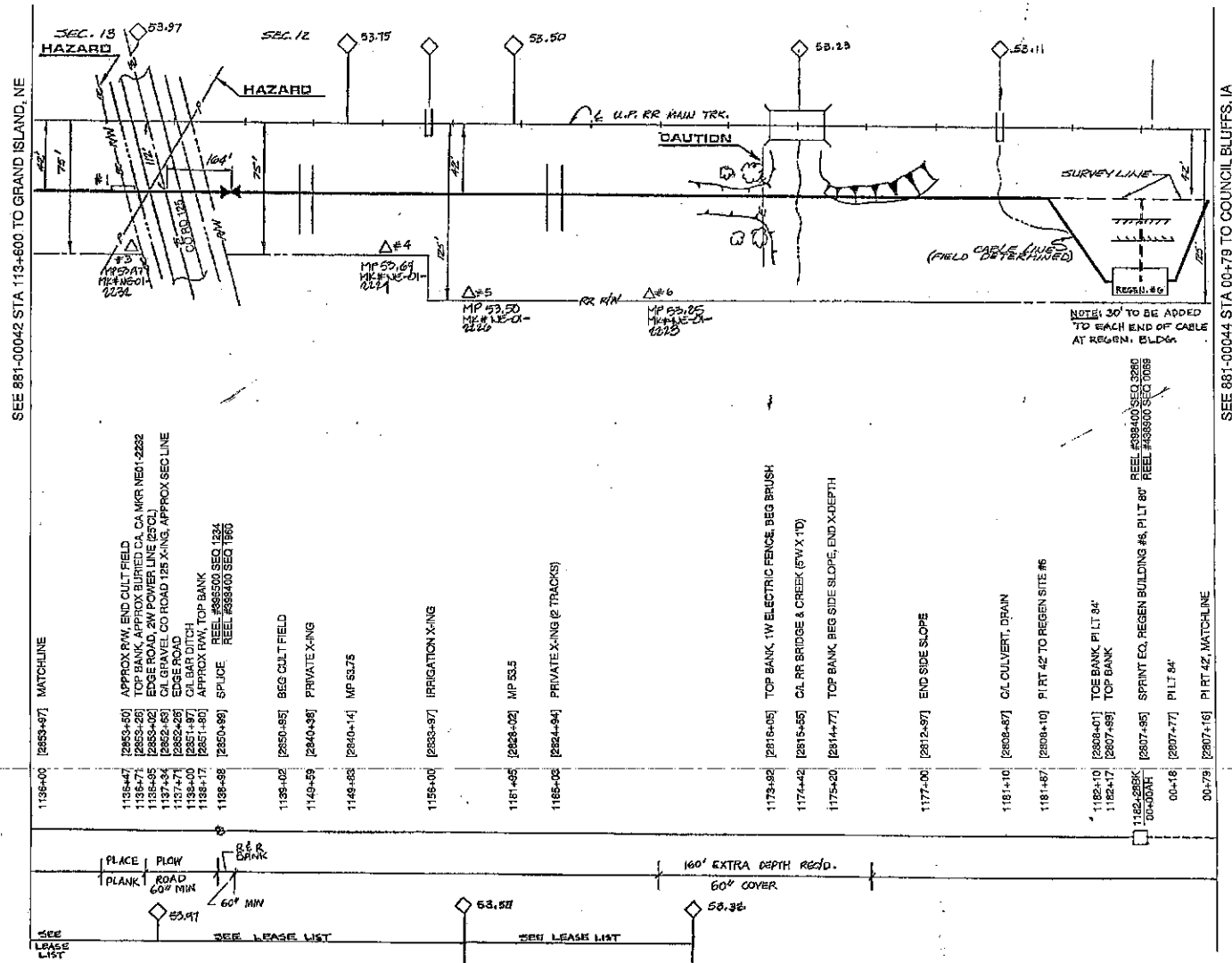
NORTH	OLD DRAWING NUMBER
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ENG. CO: JEFFRIES & ASSOCIATES, INC	APPD DATE:

PRINTED SHEET SIZE / DRAWING SCALE	
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22" X 34" (D)	NONE
RELEASE DATE:	ISSUE NUMBER: 05

FIBER OPTIC ROUTE RECORD DRAWING
CABLE ROUTE DETAIL
GRAND ISLAND, NE - COUNCIL BLUFFS, IA

SHEET 01 OF 01	NTWFK303-00-000-881-00042
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POLK CO, NE
CITY OF STROMSBURG
T13N R3W



SEE 881-00042 STA 113+600 TO GRAND ISLAND, NE

SEE 881-00044 STA 00+79 TO COUNCIL BLUFFS, IA

REVISIONS			
DATE	DESCRIPTION	DRAWN	ENGINEER
05	DRAWINGS UPDATED BY TERRA2 WITH UPRR STATIONS FOR RECORDATION STW00503-117273-2009	03-24-2009 TAR	03-24-2009 MDS

Sprint Proprietary Information: Restricted



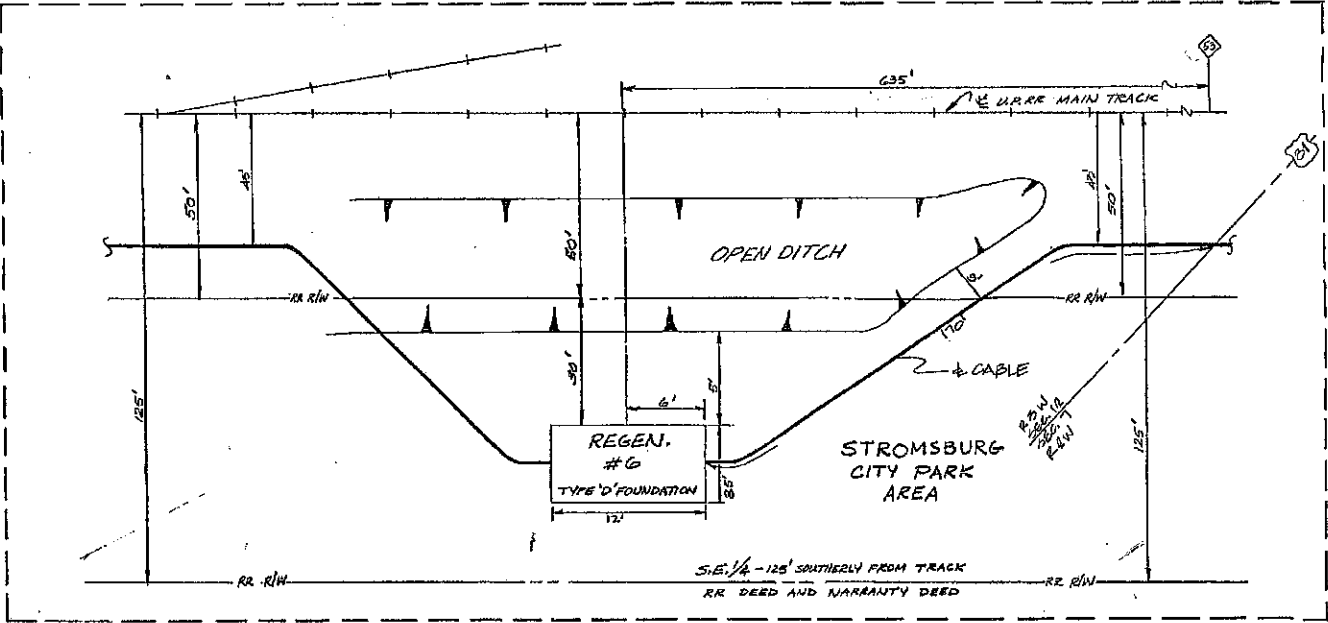
SPRINT DOES NOT WARRANT OR GUARANTEE IN ANY MANNER THE ACCURACY OF THIS MAP. ANY INTENDED EXCAVATION REQUIRES NOTIFICATION OF THE LOCAL 'ONE CALL CENTER' OR CALL SPRINT'S CALL-BEFORE-YOU-DIG CENTER AT 1-800-521-0509, AT LEAST 48 HOURS PRIOR TO COMMENCING ACTIVITY.

NORTH	OLD DRAWING NUMBER
	WB5: 303102
	PRINT NO: 31
	ENG. CO: JEFFRIES & ASSOCIATES, INC
	APPD DATE:

		PRINTED SHEET SIZE / DRAWING SCALE	
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		RELEASE DATE:	ISSUE NUMBER:
			05
FIBER OPTIC ROUTE RECORD DRAWING			
CABLE ROUTE DETAIL			
GRAND ISLAND, NE - COUNCIL BLUFFS, IA			
SHEET 01 OF 02		NTWRK303-00-000-881-00043	

POLK CO, NE

TO GRAND ISLAND



TO COUNCIL BLUFFS

NOT TO SCALE
CITY OF STROMSBURG
POLK CO.
NEBRASKA
T13N-R3W
SECTION-12

Sprint Proprietary Information: Restricted

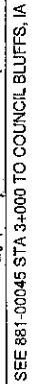


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GUARANTEE IN ANY MANNER THE
ACCURACY OF THIS MAP. ANY INTENDED
EXCAVATION REQUIRES NOTIFICATION OF
THE LOCAL "ONE CALL CENTER" OR CALL
SPRINT'S CALL-BEFORE-YOU-DIG CENTER
AT 1-800-521-0679, AT LEAST 48 HOURS
PRIOR TO COMMENCING ACTIVITY.

NORTH	OLD DRAWING NUMBER
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	PRINT NO: 31A
	ENG. CO: JEFFRIES &
	ASSOCIATES, INC
	APPO DATE:

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		22" x 34" (D)	NONE
		RELEASE DATE:	ISSUE NUMBER:
			05
FIBER OPTIC ROUTE RECORD DRAWING			
REGEN SITE			
GRAND ISLAND, NE - COUNCIL BLUFFS, IA			
SHEET 02 OF 02		NTWRK303-00-000-881-00043	

SEE 881-00043 SH 01 OF 02 STA 188+228 BK / 0+079 AH TO GRAND ISLAND, NE



Book 53 - Page

SEE 881-00045 STA 3+000 TO COUNCIL BLUFFS, IA

	PRINTED SHEET SIZE / DRAWING SCALE
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	22" x 34" (A) NONE
	TELEPHONE DATE: ISSUE NUMBER: 05

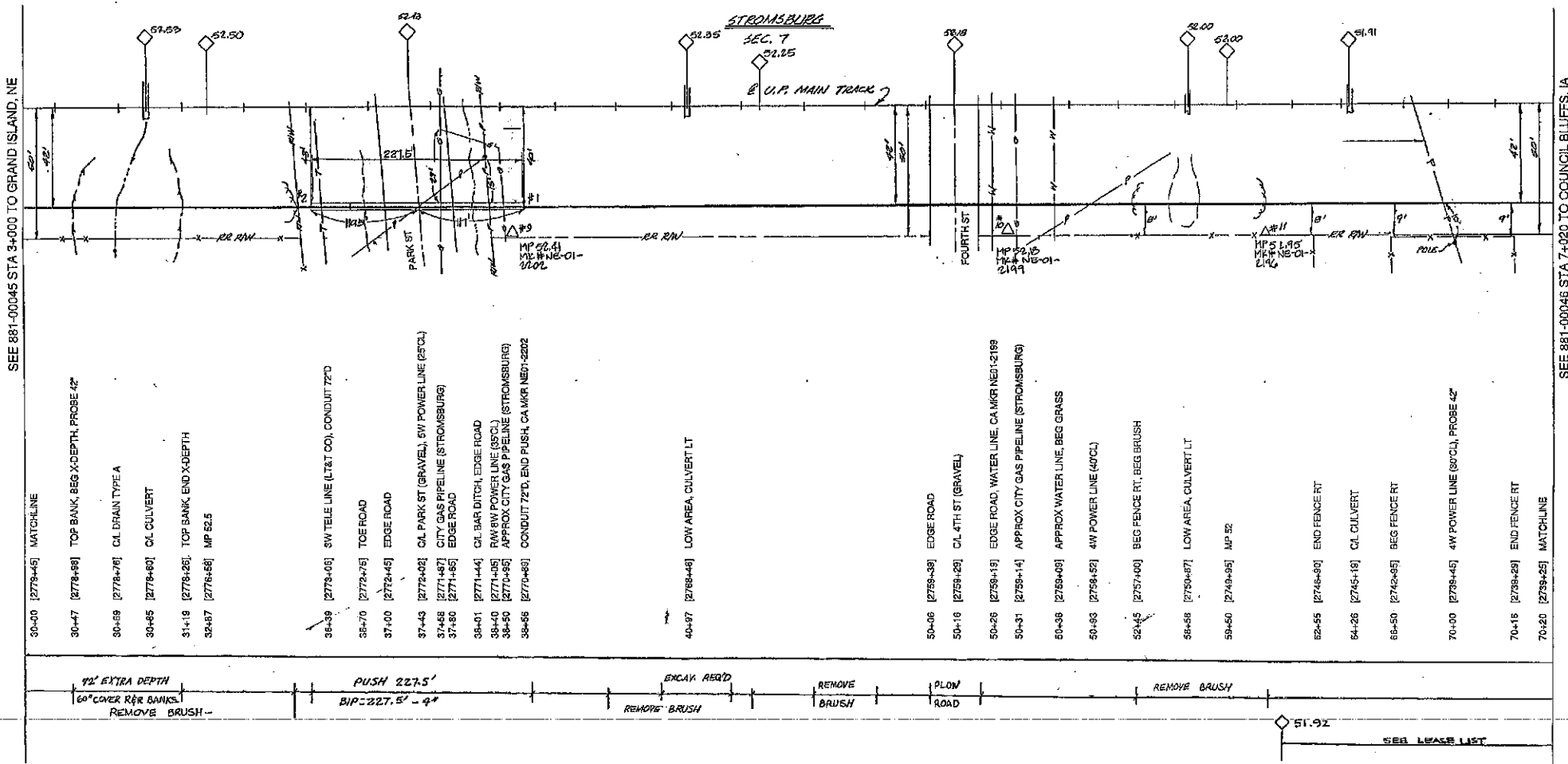
FIBER OPTIC ROUTE RECORD DRAWING

CABLE ROUTE DETAIL

GRAND ISLAND, NE - COUNCIL BLUFFS, IA

SHEET 01 OF 01	NTWRK303-00-000-891-00044
----------------	---------------------------

POLK CO, NE
CITY OF STORMSBURG
T13N R2W



SEE 881-00045 STA 3+000 TO GRAND ISLAND, NE

SEE 881-00045 STA 7+020 TO COUNCIL BLUFFS, IA

REVISIONS			
ISSUE	DESCRIPTION	DATE	BY
05	DRAWINGS UPDATED BY TERRA2 WITH UPRR STATIONS FOR RECORDATION STW00609-1 17273-2009	03-24-2009 TAR	03-24-2009 MDS

Sprint Proprietary Information: Restricted

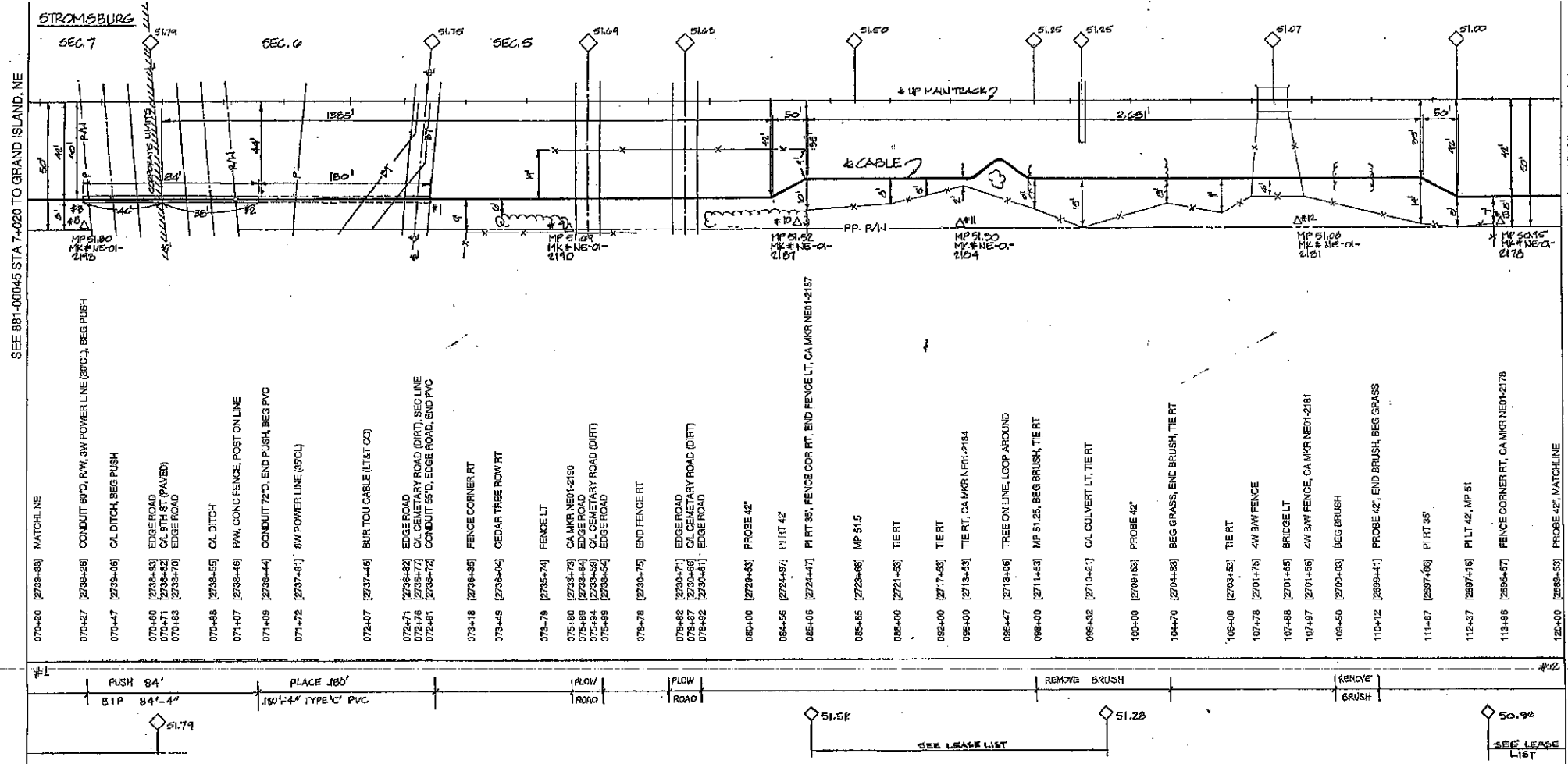


SPRINT DOES NOT WARRANT OR GUARANTEE IN ANY MANNER THE ACCURACY OF THIS MAP. ANY INTENDED EXCAVATION REQUIRES NOTIFICATION OF THE LOCAL "ONE CALL CENTER" OR CALL SPRINT'S CALL-BEFORE-YOU-DIG CENTER AT 1-800-521-0579, AT LEAST 48 HOURS PRIOR TO COMMENCING ACTIVITY.

NORTH	OLD DRAWING NUMBER
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ENG. CO: JEFFRIES & ASSOCIATES, INC	APPRO DATE:

Sprint		PRINTED SHEET SIZE / DRAWING SCALE	
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FIBER OPTIC ROUTE RECORD DRAWING CABLE ROUTE DETAIL GRAND ISLAND, NE - COUNCIL BLUFFS, IA			
SHEET 01 OF 01		NTWRK303-00-000-881-00045	

POLK CO, NE
CITY OF STROMSBURG
T13N R2W



SEE 881-00045 STA 7+020 TO GRAND ISLAND, NE

SEE 881-00047 STA 12+000 TO COUNCIL BLUFFS, IA

FIELD BOOK II, Pgs. 5-4 TO 5-5

REVISIONS			
DATE	DESCRIPTION	DRAWN	ENGINEER
04	DRAWINGS UPDATED BY TERRA2 WITH UPRR STATIONS FOR RECORDATION	03-24-2009 TAR	03-24-2009 MDS

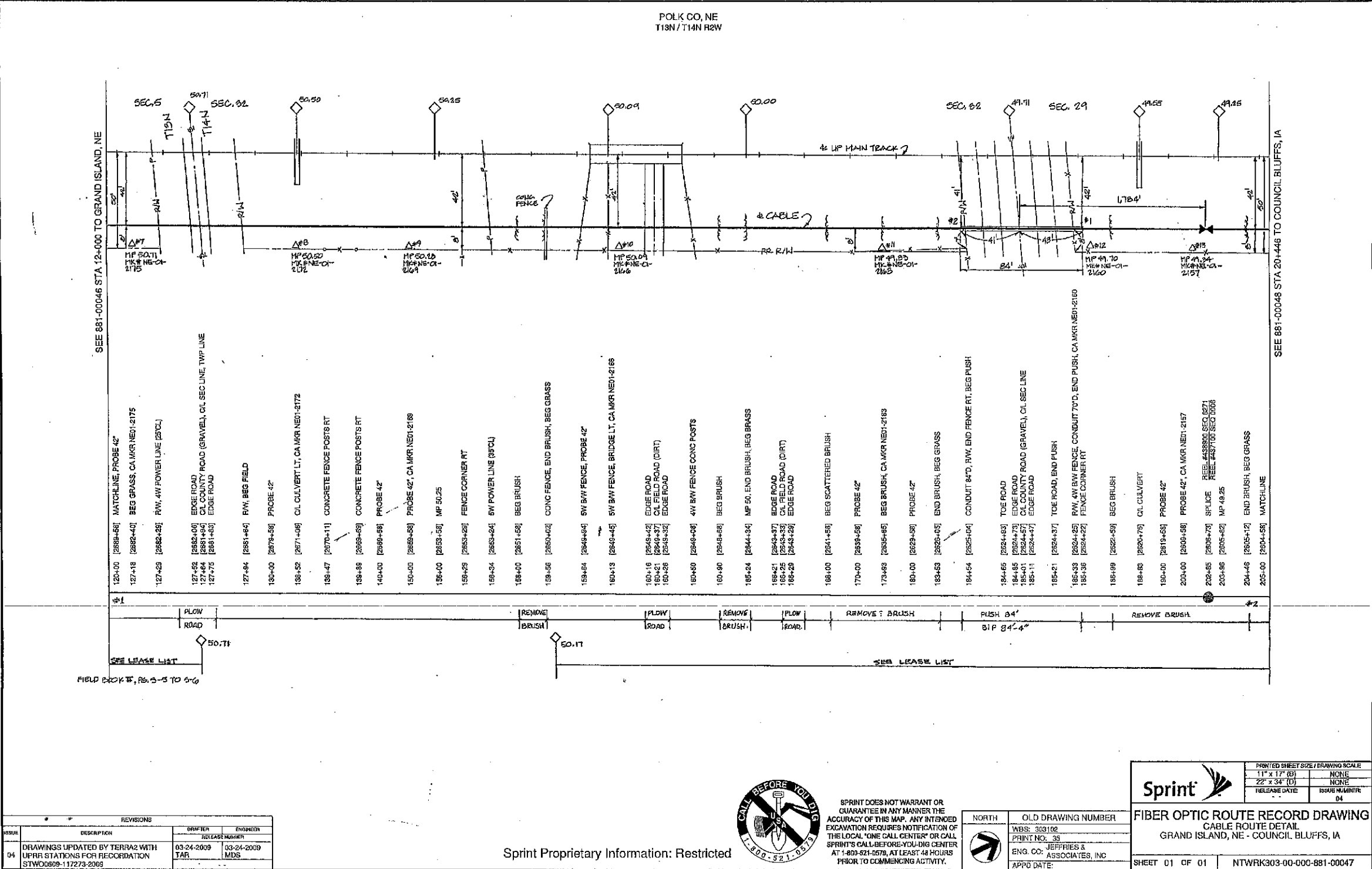
Sprint Proprietary Information: Restricted



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NORTH	OLD DRAWING NUMBER
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ENG. CO: JEFFRIES & ASSOCIATES, INC	APPD DATE:

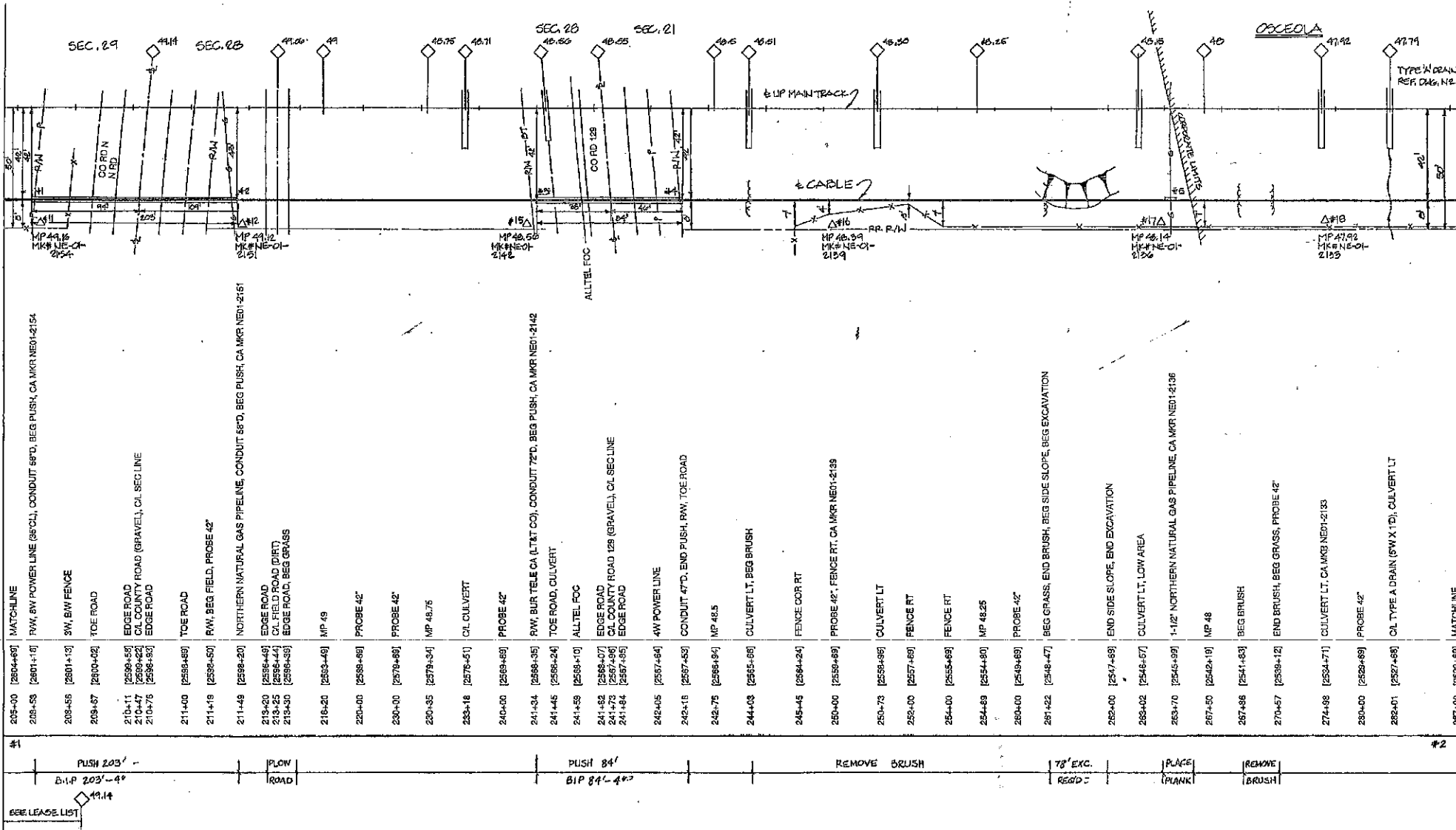
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FIBER OPTIC ROUTE RECORD DRAWING			
CABLE ROUTE DETAIL			
GRAND ISLAND, NE - COUNCIL BLUFFS, IA			
SHEET 01 OF 01		NTWRK303-00-000-881-00046	



POLK CO, NE
CITY OF OSCEOLA
T14N R2W

SEE 881-00047 STA 20+500 TO GRAND ISLAND, NE

SEE 881-00049 STA 28+700 TO COUNCIL BLUFFS, IA



REVISIONS			
ISSUE	DESCRIPTION	DRAWN	ENGINEER
05	DRAWINGS UPDATED BY TERRAZ WITH UPRR STATIONS FOR RECORDEDATION STW00909-117273-2009	03-24-2009 TAM	03-24-2009 MDS

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THE LOCAL "ONE CALL CENTER" OR CALL
SPRINT'S CALL-BEFORE-YOU-DIG CENTER
AT 1-800-621-0579, AT LEAST 48 HOURS
PRIOR TO COMMENCING ACTIVITY.

NORTH	
[North Arrow]	
OLD DRAWING NUMBER	
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ENG. CO: JEFFRIES & ASSOCIATES, INC	
APPD DATE:	

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FIBER OPTIC ROUTE RECORD DRAWING CABLE ROUTE DETAIL GRAND ISLAND, NE - COUNCIL BLUFFS, IA			
SHEET 01 OF 01		NTWRK303-00-000-881-00048	

REVISIONS			
ISSUE	DESCRIPTION	DATE	BY
04	DRAWINGS UPDATED BY TERRA2 WITH UPRR STATIONS FOR RECORDATION STWO0609-117273-2009	03-26-2009	TAR
		03-25-2009	MDS

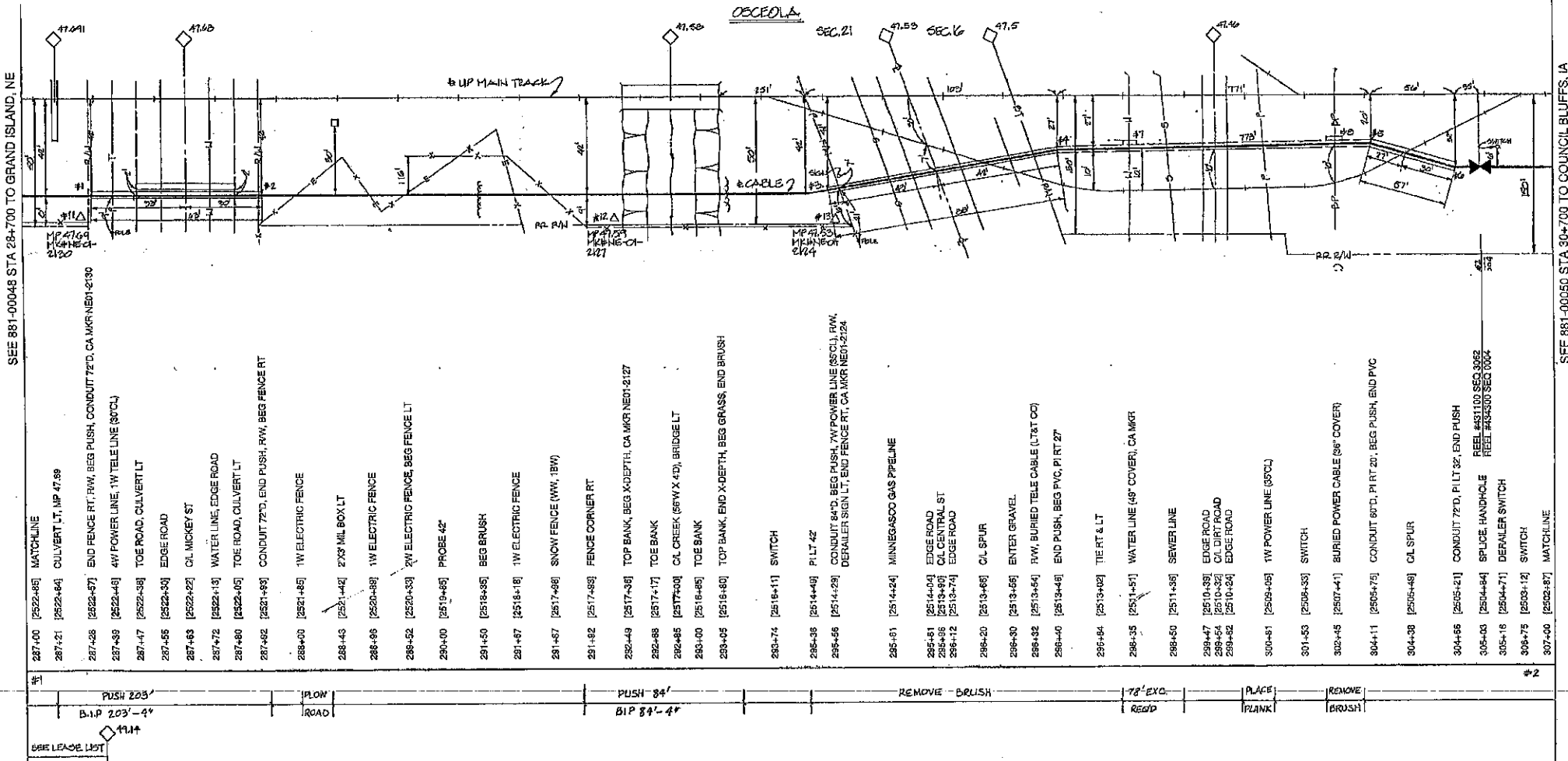
Sprint Proprietary Information: Restricted



SPRINT DOES NOT WARRANT OR GUARANTEE IN ANY MANNER THE ACCURACY OF THIS MAP. ANY INTENDED EXCAVATION REQUIRES NOTIFICATION OF THE LOCAL "ONE CALL CENTER" OR CALL SPRINT'S CALL-BEFORE-YOU-DIG CENTER AT 1-800-321-0515, AT LEAST 48 HOURS PRIOR TO COMMENCING ACTIVITY.

	NORTH
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	ENG. CO: JEFFRIES & ASSOCIATES, INC
	APPRO DATE:

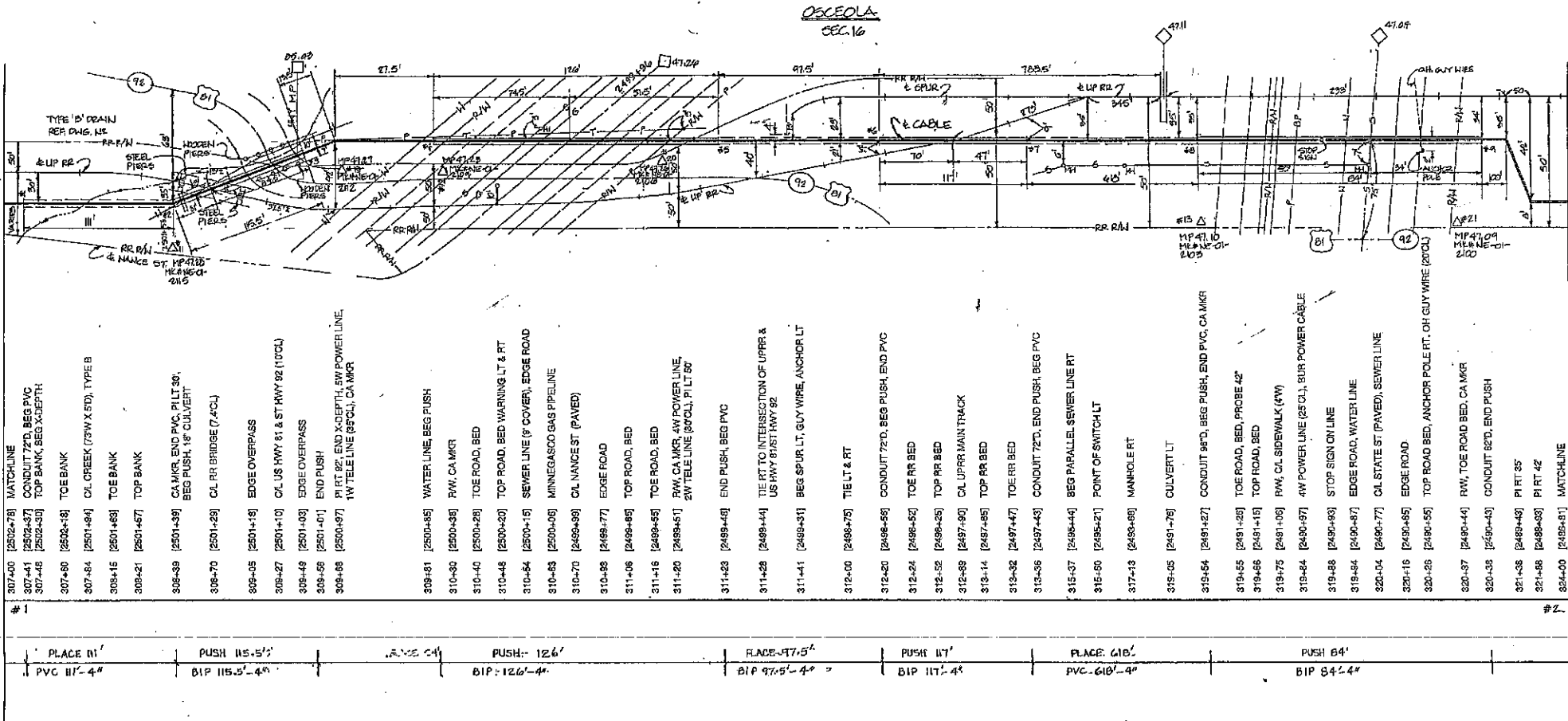
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FIBER OPTIC ROUTE RECORD DRAWING			
CABLE ROUTE DETAIL			
GRAND ISLAND, NE - COUNCIL BLUFFS, IA			
SHEET 01 OF 01		NTWRK303-00-000-881-00049	



SEE 881-00048 STA 28+700 TO GRAND ISLAND, NE

SEE 881-00050 STA 30+700 TO COUNCIL BLUFFS, IA

SEE DRAWING 303-881-00049 TO GRAND ISLAND, NE



CONTACT: MLINEGASCO 402-560-4545
JIM LARSON
OPEN # MARKER NUMBER
21 NB-01 - 2100
13 NB-01 - 2103
20 NB-01 - 2106
12 NB-01 - 2109
19 NB-01 - 2112
11 NB-01 - 2115

NOT TO SCALE
CITY OF OSCEOLA,
POLK COUNTY,
NEBRASKA
T14N - R2W

SEE DRAWING 303-881-00051 TO CHEYENNE, IA

REVISIONS			
NO.	DESCRIPTION	DATE	BY
03	DRAWINGS UPDATED BY TERRA2 WITH UPPER STATIONS FOR RECORDATION STW00609-117273-2009	03-25-2009 TAR	03-25-2009 MJS

Sprint Proprietary Information: Restricted



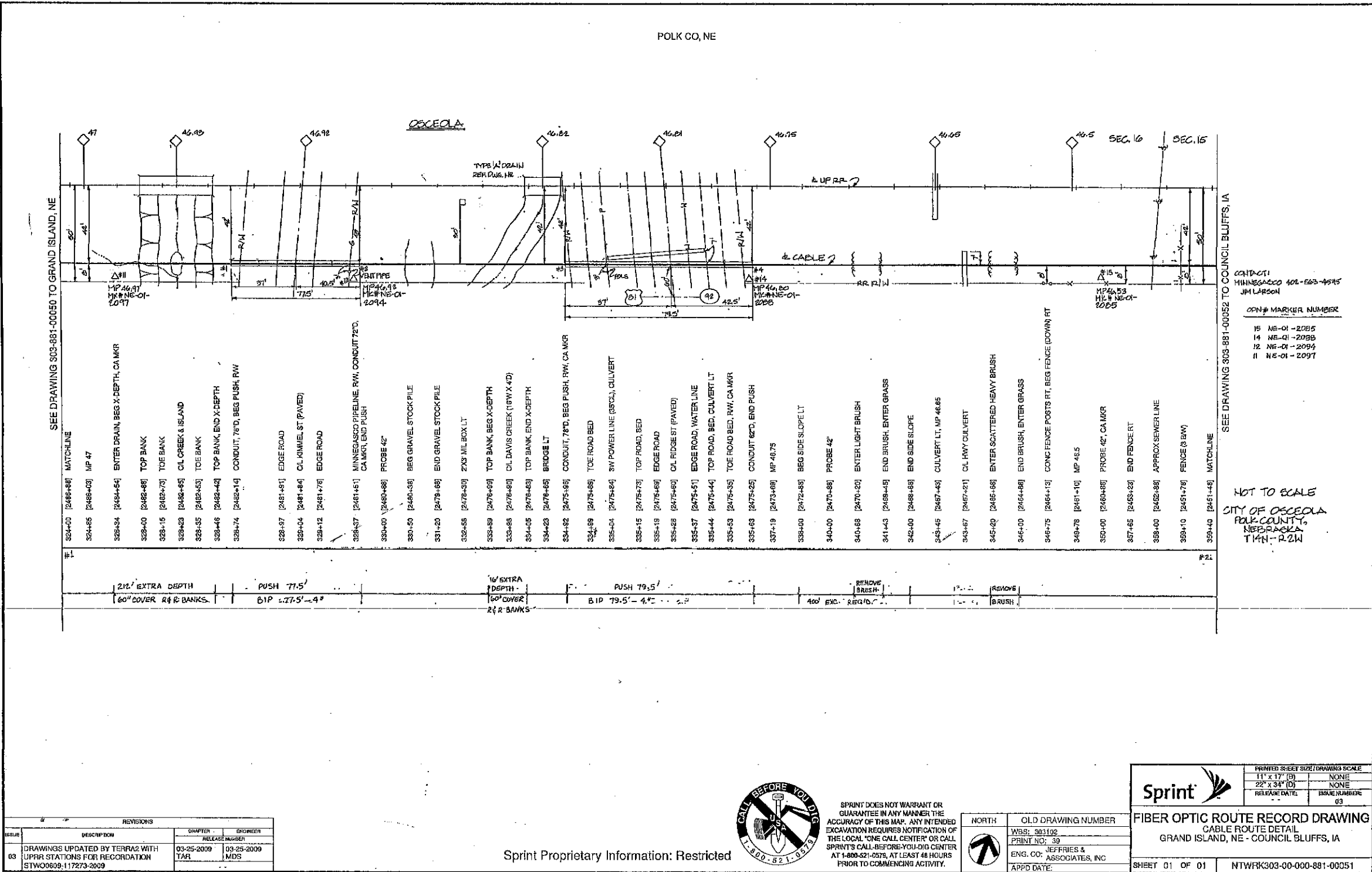
SPRINT DOES NOT WARRANT OR GUARANTEE IN ANY MANNER THE ACCURACY OF THIS MAP. ANY INTENDED EXCAVATION REQUIRES NOTIFICATION OF THE LOCAL "ONE CALL CENTER" OR CALL SPRINT'S CALL-BEFORE-YOU-DIG CENTER AT 1-800-521-0579, AT LEAST 48 HOURS PRIOR TO COMMENCING ACTIVITY.

NORTH	OLD DRAWING NUMBER
WBS: 303102	PRINT NO: 39
ENG. CO: JEFFRIES & ASSOCIATES, INC	APPD DATE:

FIBER OPTIC ROUTE RECORD DRAWING
CABLE ROUTE DETAIL
GRAND ISLAND, NE - COUNCIL BLUFFS, IA

SHEET 01 OF 01 NTRW303-00-000-881-00050

PRINTED SHEET SIZE / DRAWING SCALE	
11" x 17" (B)	NONE
22" x 34" (D)	NONE
RELEASE DATE:	ISSUE NUMBER: 03



REVISIONS			
ISSUE	DESCRIPTION	DATE	ENGINEER
03	DRAWINGS UPDATED BY TERRA2 WITH UPRR STATIONS FOR RECORDATION STWO0609-117273-2009	03-25-2009 TAR	03-25-2009 MDS

Sprint Proprietary Information: Restricted



SPRINT DOES NOT WARRANT OR GUARANTEE IN ANY MANNER THE ACCURACY OF THIS MAP. ANY INTENDED EXCAVATION REQUIRES NOTIFICATION OF THE LOCAL "ONE CALL CENTER" OR CALL SPRINT'S CALL-BEFORE-YOU-DIG CENTER AT 1-800-521-0579, AT LEAST 48 HOURS PRIOR TO COMMENCING ACTIVITY.

NORTH	OLD DRAWING NUMBER
WBS: 903102	
PRINT NO: 30	
ENG. CO: ASSOCIATES, INC	
APPD DATE:	

PRINTED SHEET SIZE / DRAWING SCALE	11" x 17" (B) NONE
22" x 34" (D) NONE	
RELEASE DATE:	ISSUE NUMBER 03

FIBER OPTIC ROUTE RECORD DRAWING
CABLE ROUTE DETAIL
GRAND ISLAND, NE - COUNCIL BLUFFS, IA

SHEET 01 OF 01	NTWRK303-00-000-881-00051
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CONTRACT:
MINNEGASCO 401-563-4575
JIM LARSON

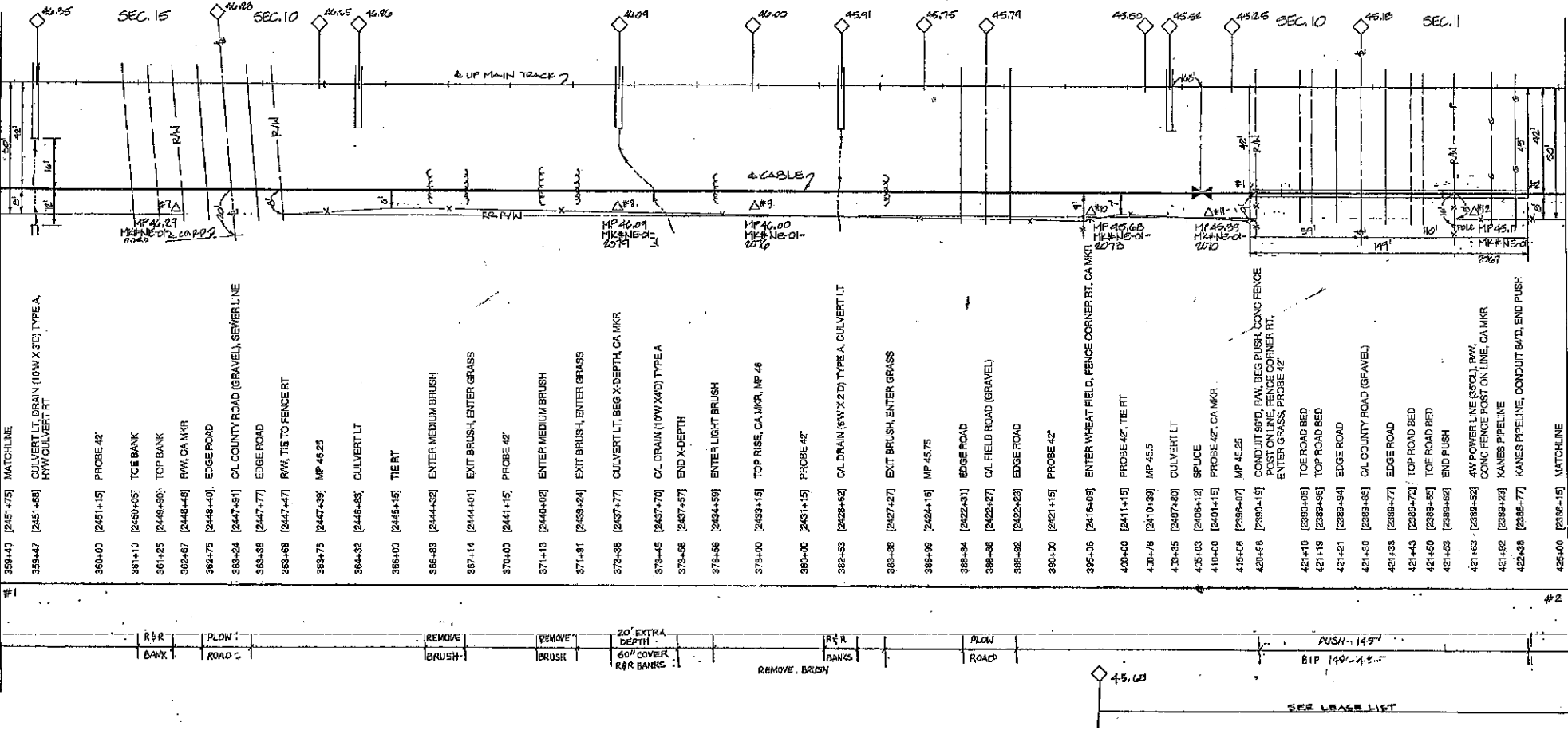
OPN# MARKER NUMBER

15	NE-01-2005
14	NE-01-2008
12	NE-01-2009
11	NE-01-2007

NOT TO SCALE

CITY OF OSCEOLA
POLK COUNTY,
NEBRASKA
T.M.N - R.2W

SEE DRAWING 303-881-00051 TO GRAND ISLAND, NE



SEE DRAWING 303-881-00053 TO COUNCIL BLUFFS, IA

CONTACT:
KANE PIPELINE 514-202-1408
RON WESCOTT
OPHK MARKER NUMBER
12 NE-01-2067
11 NE-01-2070
10 NE-01-2073
9 NE-01-2076
8 NE-01-2079
7 NE-01-2082

NOT TO SCALE.
POLK COUNTY,
NEBRASKA
T14N-R2W

REVISIONS			
ISSUE	DESCRIPTION	DATE	ENGINEER
03	DRAWINGS UPDATED BY TERRA2 WITH UPRA STATIONS FOR RECORDATION STW030909-117273-2008	03-25-2009 TAR	03-25-2009 MDS

Sprint Proprietary Information: Restricted



SPRINT DOES NOT WARRANT OR GUARANTEE IN ANY MANNER THE ACCURACY OF THIS MAP. ANY INTENDED EXCAVATION REQUIRES NOTIFICATION OF THE LOCAL "ONE CALL CENTER" OR CALL SPRINT'S CALL-BEFORE-YOU-DIG CENTER AT 1-800-421-0574, AT LEAST 48 HOURS PRIOR TO COMMENCING ACTIVITY.

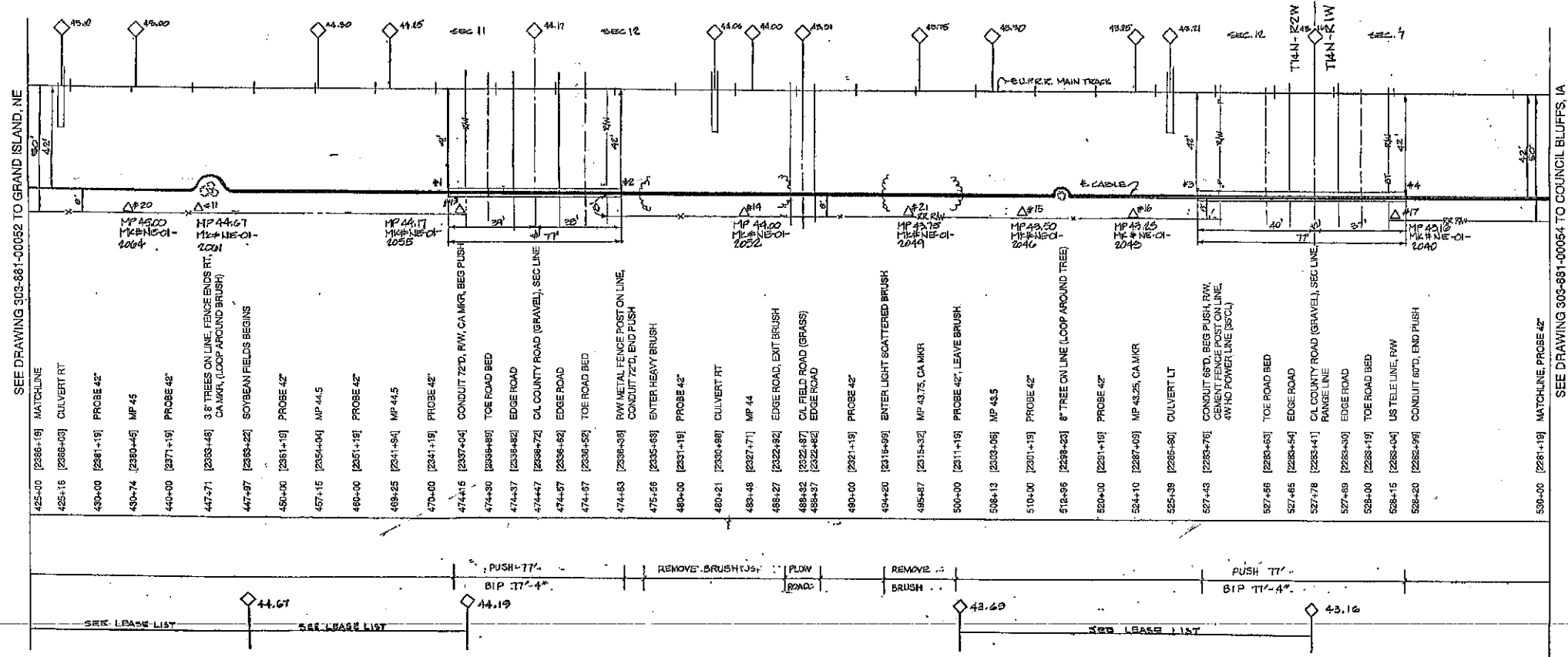
NORTH	OLD DRAWING NUMBER
↑	WBS: 303102
	PRINT NO. 40
	ENG. CO: JEFFRIES & ASSOCIATES, INC
	APPD DATE:

PRINTED SHEET SIZE / DRAWING SCALE
11" x 17" (B) NONE
22" x 34" (D) NONE
RELEASE DATE: NONE
SHEET NUMBER: 03

FIBER OPTIC ROUTE RECORD DRAWING
CABLE ROUTE DETAIL
GRAND ISLAND, NE - COUNCIL BLUFFS, IA

SHEET 01 OF 01 NTWRK303-00-000-881-00052

POLK CO, NE



CONTRACT
LT#T CO: 471-0047
OPN# MARKER NUMBER
17 NB-01-2040
16 NB-01-2043
15 NB-01-2046
21 NB-01-2049
14 NB-01-2052
13 NB-01-2055
11 NB-01-2061
20 NB-01-2064

NOT TO SCALE
POLK CO,
NEBRASKA
T14N-R2W
T14N-R1W

REVISIONS			
ISSUE	DESCRIPTION	DRAWN BY	ENGINEER
03	DRAWINGS UPDATED BY TERRA2 WITH UPRR STATIONS FOR RECORDATION STWO0809-117273-2009	03-26-2009 TAR	03-26-2009 MDS

Sprint Proprietary Information: Restricted



SPRINT DOES NOT WARRANT OR GUARANTEE IN ANY MANNER THE ACCURACY OF THIS MAP. ANY INTENDED EXCAVATION REQUIRES NOTIFICATION OF THE LOCAL "ONE CALL CENTER" OR CALL SPRINT'S CALL-BEFORE-YOU-DIG CENTER AT 1-800-521-0773, AT LEAST 48 HOURS PRIOR TO COMMENCING ACTIVITY.

NORTH ↑	OLD DRAWING NUMBER
	WBS: 303102
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	ENG. CO: JEFFRIES & ASSOCIATES, INC
APPD DATE:	

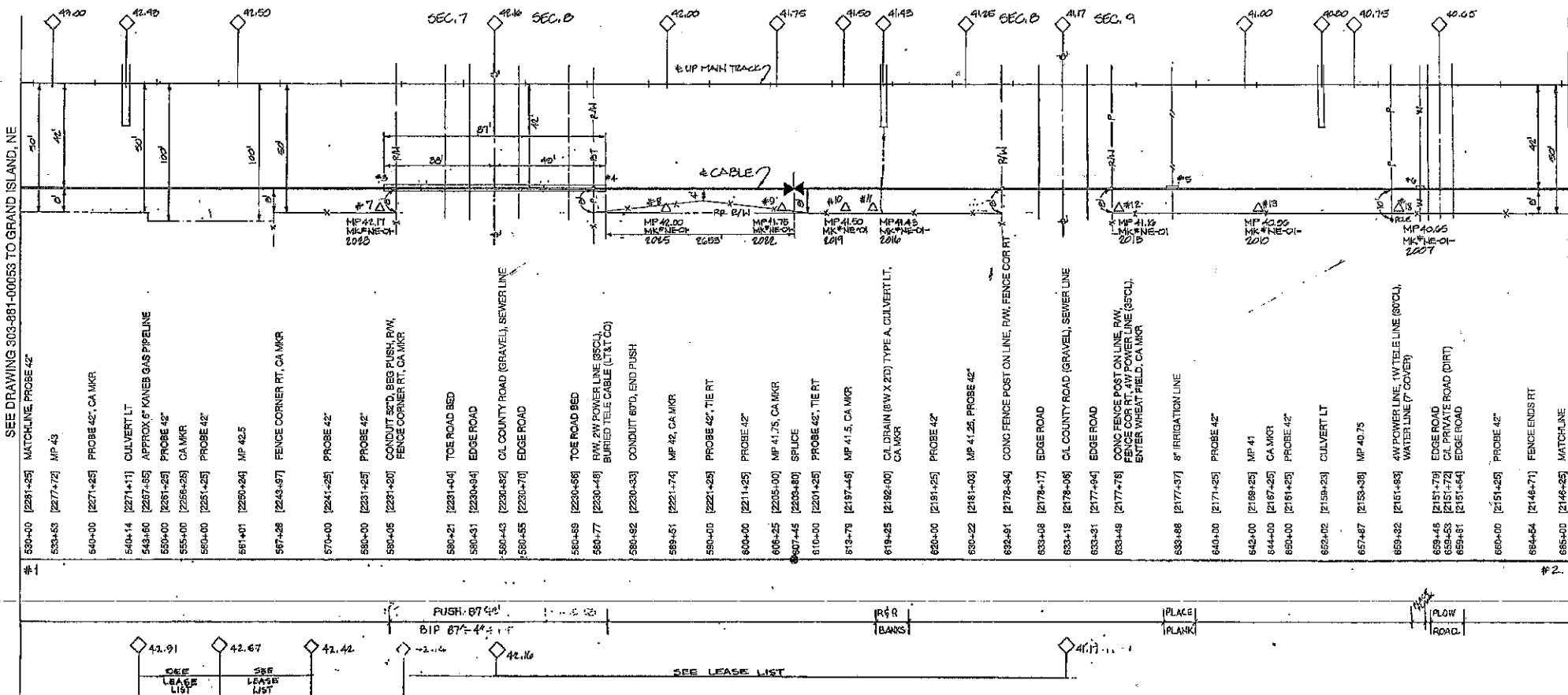
PRINTED SHEET SIZE / DRAWING SCALE	
11" x 17" (6)	NONE
22" x 34" (3)	NONE
RELEASE DATE:	ISSUE NUMBER: 03

FIBER OPTIC ROUTE RECORD DRAWING
CABLE ROUTE DETAIL
GRAND ISLAND, NE - COUNCIL BLUFFS, IA

SHEET 01 OF 01	NTWRK303-00-000-881-00053
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SEE DRAWING 303-881-00052 TO GRAND ISLAND, NE

SEE DRAWING 303-881-00054 TO COUNCIL BLUFFS, IA



SEE DRAWING 303-881-00053 TO GRAND ISLAND, NE

SEE DRAWING 303-881-00055 TO COUNCIL BLUFFS, IA

CONTACT: LAT 22 471-0547
KANEY 3/4-202-1406
DALE SMITH OR RON HESCOTT
OPN # MARKER - NUMBER
18 NE-01-2007
13 NE-01-2010
12 NE-01-2013
11 NE-01-2016
10 NE-01-2019
9 NE-01-2022
8 NE-01-2025
7 NE-01-2028

NOT TO SCALE
POLK COUNTY,
NEBRASKA,
T&E - R/W

REVISIONS			
ISSUE	DESCRIPTION	DATE	ENGINEER
03	DRAWINGS UPDATED BY TERRA2 WITH UPRR STATIONS FOR RECORDATION STW00609-117273-2009	03-26-2009 TAR	03-26-2009 MDS

Sprint Proprietary Information: Restricted



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NORTH	OLD DRAWING NUMBER
↑	WBS: 303102
	PRINT NO: 42
	JEFFRIES & ASSOCIATES, INC
	APPD DATE:

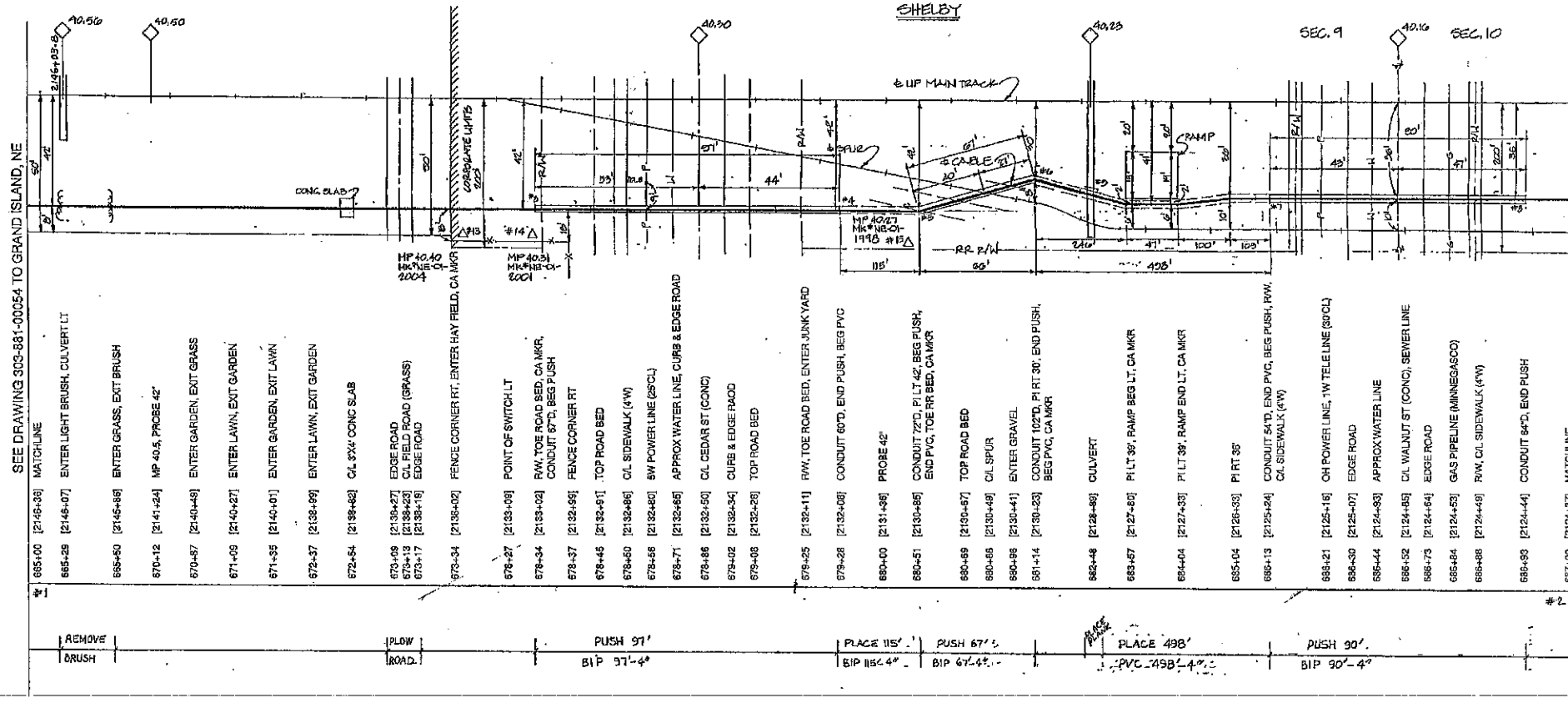
PRINTED SHEET SIZE / DRAWING SCALE

11" x 17" (B)	NONE
22" x 34" (D)	NONE
RELEASE DATE	ISSUE NUMBER
	03

FIBER OPTIC ROUTE RECORD DRAWING
CABLE ROUTE DETAIL
GRAND ISLAND, NE - COUNCIL BLUFFS, IA

SHEET 01 OF 01

NTWRK303-00-000-881-00054



CONTACT:
MINNEGASCO 102-563-4545
JIM LARSON

CABLE DEFLECTIONS FOR
PVC BENDS

OPN#

22 = 10° 59'	23 = 13° 35'
24 = 2° 36'	25 = 2° 18'
26 = 2° 18'	

OPN# MARKER NUMBER

15 NE-01-1998
14 NE-01-2001
13 NE-01-2004

NOT TO SCALE
CITY OF SHELBY
POLK COUNTY,
NEBRASKA
T4N-R1W

REVISIONS			
ISSUE	DESCRIPTION	DRFTER	ENGINEER
		RELEASE NUMBER	
03	DRAWINGS UPDATED BY TERRA2 WITH UPRR STATIONS FOR RECORATION STW006809-112273-2009	03-26-2009 TAR	03-26-2009 MDS

Sprint Proprietary Information: Restricted



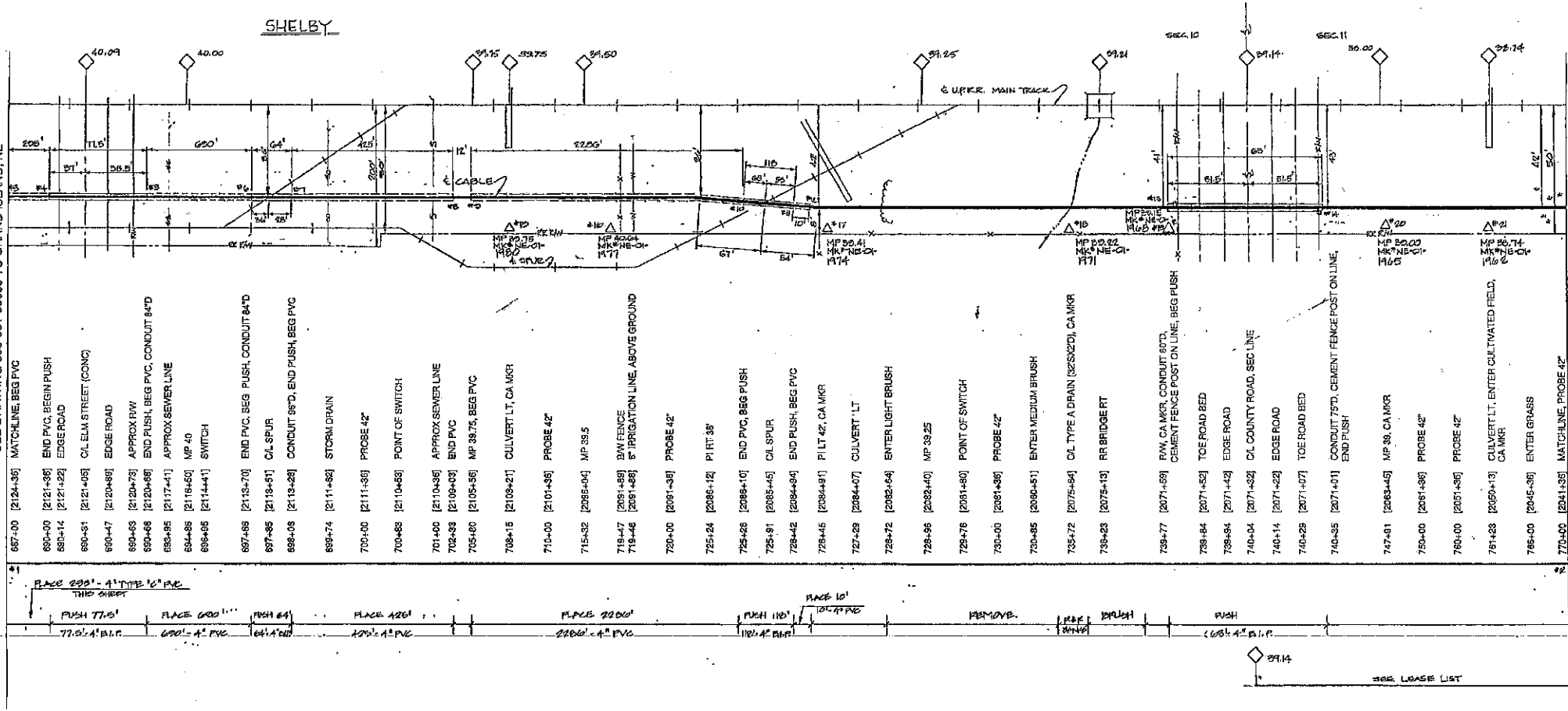
SPRINT DOES NOT WARRANT OR
GUARANTEE IN ANY MANNER THE
ACCURACY OF THIS MAP. ANY INTENDED
EXCAVATION REQUIRES NOTIFICATION OF
THE LOCAL "ONE CALL CENTER" OR CALL
SPRINT'S CALL-BEFORE-YOU-DIG CENTER
AT 1-800-521-0579, AT LEAST 48 HOURS
PRIOR TO COMMENCING ACTIVITY.

	NORTH	OLD DRAWING NUMBER
		WBS: 303102
		PRINT NO: 43
		ENG. CO: JEFFRIES & ASSOCIATES, INC
		APPD DATE:

	PRINTED SHEET SIZE / DRAWING SCALE 11" x 17" (B) 22" x 34" (O)	NONE NONE
	RELEASE DATE - - - -	ISSUE NUMBER 03
FIBER OPTIC ROUTE RECORD DRAWING CABLE ROUTE DETAIL GRAND ISLAND, NE - COUNCIL BLUFFS, IA		
SHEET 01 OF 01		NTWRK303-00-000-881-00055

SHELBY

SEE DRAWING 303-881-00055 TO GRAND ISLAND, NE



SEE DRAWING 303-881-00057 TO COUNCIL BLUFFS, IA

21 MARKER NUMBER

21	NE - 01 - 1962
20	NE - 01 - 1962
19	NE - 01 - 1962
18	NE - 01 - 1971
17	NE - 01 - 1974
16	NE - 01 - 1977
15	NE - 01 - 1980

NOT TO SCALE
CITY OF SHELBY
POLK CO.
NEBRASKA
T14N-R1W

REVISIONS			
ISSUE	DESCRIPTION	DRAWN	ENGINEER
03	DRAWINGS UPDATED BY TERRA2 WITH UPRR STATIONS FOR RECORDED	03-26-2009 TAR	03-26-2009 MDS

Sprint Proprietary Information: Restricted



SPRINT DOES NOT WARRANT OR
GUARANTEE IN ANY MANNER THE
ACCURACY OF THIS MAP. ANY INTENDED
EXCAVATION REQUIRES NOTIFICATION OF
THE LOCAL "ONE CALL CENTER" OR CALL
SPRINT'S CALL-BEFORE-YOU-DIG CENTER
AT 1-800-621-0519, AT LEAST 48 HOURS
PRIOR TO COMMENCING ACTIVITY.

NORTH 	OLD DRAWING NUMBER
	WBS: 303102
	PRINT NO: 44
	ENG. CO: JEFFRIES & ASSOCIATES, INC
APPD DATE:	

PRINTED SHEET SIZE/DRAWING SCALE

11" x 17" (B)	NONE
22" x 34" (D)	NONE
RELEASE DATE:	ISSUE NUMBER
	03

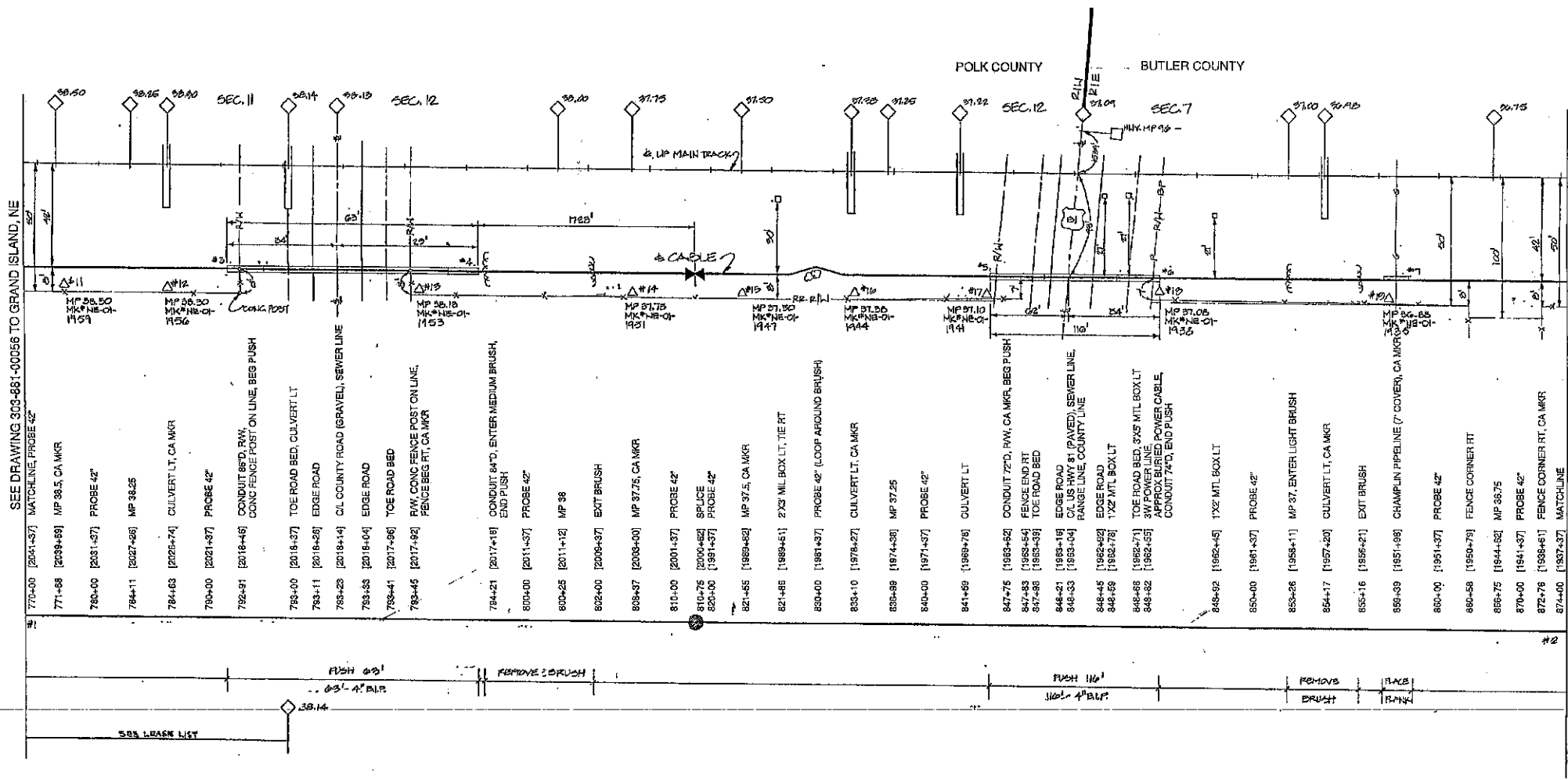
FIBER OPTIC ROUTE RECORD DRAWING

CABLE ROUTE DETAIL

GRAND ISLAND, NE - COUNCIL BLUFFS, IA

SHEET 01 OF 01	NTWRK303-00-000-881-00056
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POLK CO, NE / BUTLER CO, NE



SEE DRAWING 303-881-00058 TO COUNCIL BLUFFS, IA

CONTACT: CHAMPLIN REPAIRING CO.

STATION	MARKER NUMBER
15	NE-01-1936
16	NE-01-1938
17	NE-01-1941
18	NE-01-1944
19	NE-01-1947
20	NE-01-1951
21	NE-01-1953
22	NE-01-1956
23	NE-01-1959

NOT TO SCALE
POLK & BUTLER
COUNTIES,
NEBRASKA,
TIAN-RW & RIE

REVISIONS			
ISSUE	DESCRIPTION	DATE	BY
03	DRAWINGS UPDATED BY TERRA2 WITH UPRR STATIONS FOR RECORDATION STWO0609-117273-2009	03-26-2009	TAR
		03-26-2009	MDS

Sprint Proprietary Information: Restricted



SPRINT DOES NOT WARRANT OR GUARANTEE IN ANY MANNER THE ACCURACY OF THIS MAP. ANY INTENDED EXCAVATION REQUIRES NOTIFICATION OF THE LOCAL "ONE CALL CENTER" OR CALL SPRINT'S CALL-BEFORE-YOU-DIG CENTER AT 1-800-821-0573, AT LEAST 48 HOURS PRIOR TO COMMENCING ACTIVITY.

NORTH	OLD DRAWING NUMBER
↑	WBS: 303102
	PRINT NO: 45
	ENG. CO: JEFFRIES & ASSOCIATES, INC
	APPD DATE:

PRINTED SHEET SIZE / DRAWING SCALE	11" x 17" (0)	NONE
22" x 34" (0)	NONE	NONE
RELEASE DATE		ISSUE NUMBER: 03

FIBER OPTIC ROUTE RECORD DRAWING
CABLE ROUTE DETAIL
GRAND ISLAND, NE - COUNCIL BLUFFS, IA

SHEET 01 OF 01	NTWRK303-00-000-881-00057
----------------	---------------------------

Parcel 2

Easements

the same identical person, notwithstanding said discrepancy in name.

Further affiant saith not.

Frank D. Mills

Subscribed in my presence and sworn to before me this 4th day of February, 1931.

(Polk County
Notarial Seal
Nebraska.)

M. A. Mills, Notary Public.

My commission expires January 9th, 1934.

EASEMENT

Fred Kumpf & Wife

To

Missouri Valley Pipe Line Company
of Nebraska.

State of Nebraska } ss.
County of Polk. }

J. W. Fillman,
County Clerk.

By Sophia Kresha, Deputy.

115-29

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of Eighty and No/100 (\$80.00) Dollars to the undersigned (herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND CONVEY unto MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA (herein styled Grantee), its successors and assigns, the right of way and easement to construct, maintain and operate pipe lines and appurtenances thereto or to cause to be constructed, maintained and operated pipe lines and appurtenances thereto, over and through the following described lands situated in Polk County, State of Nebraska, to-wit:

South One Half (S½) of Section Thirteen (13) Township Fourteen (14) North Range One (1) West of the 6th P. M.

As a further consideration for this grant, grantee agrees to make a tap on line for the purpose of furnishing gas for domestic use by Grantor. Grantor to pay for all necessary equipment, except saddle and meter, and Grantor is to lay and furnish pipe to residence, Grantor to be furnished gas at the same rate and under the same conditions as nearest town, served by grantee.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines and appurtenances thereto shall be maintained, with ingress to and egress from the premises, for the purpose of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient depth so as not to interfere with cultivation of soil, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation of said pipe, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, the sum of twenty-five cents per lineal rod for each additional line shall be paid, besides the damages above provided for.

It is hereby understood that party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 1st day of October A. D. 1930.

Fred Kumpf

Mary Kumpf

Signed and delivered in the presence
of the undersigned witnesses:

A. I. Scott
P. F. Moorberg
Right of Way Agent.

State of Nebraska }
Polk County } ss.

On this 4 day of Oct. A. D. 1930 before me, the undersigned A. I. Scott a Notary Public,
duly commissioned and qualified for and residing in said county, personally came Fred Kumpf and
Mary Kumpf, husband & wife to me known to be the identical persons whose names affixed to the
foregoing instrument as grantors and acknowledged the same to be their voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

(Notarial Seal)
(Polk County)
(Nebraska)

A. I. Scott, Notary Public.

My commission expires the 10 day of June 1933.

EASEMENT

W. F. Bennett, & Wife } Filed for record February 5th, 1931 at 9:20 O'clock A. M.
To }
Missouri Valley Pipe Line Co., } By Sophia Kresha, Deputy.
J. W. Fillman,
County Clerk.
State of Nebraska } I 15-30
County of Polk } ss.

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of Twenty and No/100 (\$20.00)
Dollars to the undersigned (herein styled Grantor, whether one or more) paid, the receipt of
which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND CONVEY unto MIS-
SOURI VALLEY PIPE LINE COMPANY OF NEBRASKA (herein styled Grantee), its successors and assigns,
the right of way and easement to construct, maintain and operate pipe lines and appurtenances
thereto or to cause to be constructed, maintained and operated pipe lines and appurtenances there-
to, over and through the following described lands situated in Polk County, State of Nebraska,
to-wit: North East Quarter of the North East Quarter (NE¹/₄ OF NE¹/₄) of Section Twenty Three
(23) Township Fourteen (14) North Range One (1) West of the 6th P. M.

As a further consideration for this grant, Grantee agrees to make a tap on line for the
purpose of furnishing gas for domestic use by Grantor. Grantor to pay for all necessary equip-
ment, except saddle and meter, and Grantor is to lay and furnish pipe to residence. Grantor
to be furnished gas at the same rate and under the same conditions as nearest town, served by
grantee.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such lines
and appurtenances thereto shall be maintained, with ingress to and egress from the premises,
for the purpose of constructing, inspecting, repairing, maintaining, and replacing the pro-
perty of Grantee above described, and the removal of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes
hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes to a sufficient
depth so as not to interfere with cultivation of soil, and to pay any damages which may arise
to growing crops or fences from the construction, maintenance and operation of said pipe, said
damages, if not mutually agreed upon, to be ascertained and determined by three disinterested
persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the
third by the two so appointed as aforesaid, and the written award of such three persons shall
be final and conclusive. Should more than one pipe line be laid under this grant at any time,

Parcel 2

General Recordation Conveyance - NE

The State of Nebraska } ss Filed for Record in the Clerk's office of said county the 28th day
Polk County } of Dec. 19 90 at 8 o'clock and 50 minutes A.M.
Book 83 Page 259 County Clerk

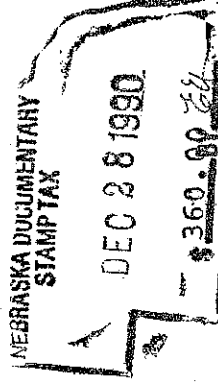
State of : Nebraska
County of : Polk

Recording Requested By And
When Recorded Return To:

Northern Natural Gas Company
1400 Smith
Houston, Texas 77002
Attn: General Counsel

Mail Tax Statements To:

Northern Natural Gas Company
P. O. Box 1188
Houston, Texas 77251-1188
Attn: Supervisor, Ad Valorem Tax



CONVEYANCE, ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

This Conveyance, Assignment and Bill of Sale (this "Conveyance"), effective as of December 31, 1990, at 11:20 p.m. Houston, Texas time (the "Effective Time"), is from **ENRON CORP.**, a Delaware corporation, (being the corporation formerly known as **NORTHERN NATURAL GAS COMPANY**, a Delaware corporation (herein called "Northern"), which by certificate of amendment filed with the Secretary of State of Delaware on or about March 28, 1980, changed its name to **INTERNORTH, INC.**, a Delaware corporation, which by certificate of amendment filed with the Secretary of State of Delaware on or about April 10, 1986, changed its name to **ENRON CORPORATION**, a Delaware corporation, which by certificate of amendment filed with the Secretary of State of Delaware on or about April 17, 1986, changed its name to **Enron Corp.**), with its general office at 1400 Smith, Houston, Texas 77002 (herein called "Grantor"), in favor of **NORTHERN NATURAL GAS COMPANY**, a Delaware corporation, with its general office at 1400 Smith, Houston, Texas 77002 and whose mailing address is P. O. Box 1188, Houston, Texas 77251-1188: Attn: General Counsel (herein called "Grantee").

General Recordation Conveyance - NE

WHEREAS, on or about February 20, 1937, INTERSTATE PRODUCTION COMPANY, a Delaware corporation, merged into Northern; on or about September 21, 1931, MISSOURI VALLEY PIPELINE COMPANY, a Delaware corporation, changed its name to Northern Gas and Pipeline Company; on or about February 20, 1937, NORTHERN FUEL SUPPLY COMPANY, a Delaware corporation, merged into Northern; on or about June 30, 1934, NORTHERN GAS AND PIPELINE COMPANY, a Delaware corporation, merged into Northern; and on or about December 30, 1960, PERMIAN BASIN PIPELINE COMPANY, a Delaware corporation, merged into Northern; and

WHEREAS, Grantor owns 100% of the issued and outstanding capital stock of Grantee and wishes to convey to Grantee, as a contribution to the capital of Grantee, the Subject Property, herein described, being a portion of the assets of Northern Natural Gas Company, a division of Grantor.

PART I

GRANTING AND HABENDUM CLAUSES

A. GRANTING AND HABENDUM CLAUSES.

For good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor hereby grants, bargains, assigns, conveys and delivers unto Grantee, its successors and assigns, all right, title, interest and estate of Grantor in and to the following described property, Save and Except any Excepted Property, herein defined, (collectively, the "Subject Property"):

1. Fee Lands. The tracts or parcels of land, interests in land and other interests, if any, described in Part I of Exhibit A hereto, (the "Fee Lands");
2. Pipelines. The pipelines described in Part II of Exhibit A hereto, and all extensions thereof and all additions thereto, whether or not expressly described herein, and all pipelines located on the Easements, herein defined, (the "Pipelines");
3. Easements. The easements, rights of way, servitudes, leases, surface leases, surface rights, interests in land, permits, licenses, grants affecting land, other interests, franchises, ordinances, orders, privileges, consents, condemnation judgments or awards, judgments on declaration of taking and judgments in trespass to try title and other judicial actions relating to title to land or interests in land, if any, described in Part III of Exhibit A hereto, and all amendments, corrections and restatements thereof and any other instruments granted in lieu of or in addition to the foregoing, if any, together with and including, without limitation, all easements, rights of way, servitudes, leases, surface leases,

surface rights, interests in land, permits, licenses, grants affecting land, other interests, franchises, ordinances, orders, privileges, consents, condemnation judgments or awards, judgments on declaration of taking, judgments in trespass to try title or other judicial actions, possessory and prescriptive rights, titles, interests and estates of Grantor, and its predecessors in interest, if any, relating or appurtenant to the Fee Lands and Pipelines, whether or not expressly described herein, including, without limitation, those relating or appurtenant to streets, alleys, roads, highways, railroads, rivers, canals, ditches, watercourses, bridges, State and National parks, forests and wilderness areas, public grounds and structures (the "Easements"); and

4. Other Interests.

- a. The other interests, if any, described in Part IV of Exhibit A (the "Other Interests");
- b. To the extent Grantor may convey the same under and pursuant to applicable law, all right, title, interest and estate of Grantor of any nature whatsoever in and to any lands and interests in land, together with all improvements, buildings, structures, pipelines, fixtures and appurtenances of every kind or nature thereon, if any, located in the jurisdictions listed on Part V of Exhibit A hereto;
- c. With respect to any deed, assignment or conveyance from Grantor, or a predecessor in title of Grantor, as grantor, in favor of a third party, as grantee, including those shown in any Part of Exhibit A, which deeds, assignments and conveyances are or may be shown in the context of a "Save and Except" provision listing prior conveyances, (herein called "Prior Conveyance by Grantor"), all easements, rights-of-way and other rights, titles and interests, if any, reserved by Grantor, or a predecessor in title of Grantor, in such Prior Conveyance by Grantor;
- d. The right, title and interest, if any, reserved by or granted to the Grantor, or a predecessor in title of Grantor, pursuant to the amendments, modification agreements, partial releases, quitclaims and other instruments, if any, relating to the properties and interests described elsewhere in this Conveyance, including those described in Part VI of Exhibit A (the "Amendments, Partial Releases and Other Instruments"). The Amendments, Partial Releases and Other Instruments are amendments, partial releases and other instruments heretofore executed and delivered by Grantor, or a predecessor in title of Grantor, relating to lands or instruments described elsewhere in this Conveyance; and
- e. With respect to the property described in Items IA1 through and including IA4d above, all improvements, buildings, structures, pipelines, fixtures and appurtenances, if any, of every kind or nature located thereon, and all right, title, interest and estate, if any, of Grantor in and to any land adjacent or contiguous thereto, whether

or not expressly described herein, together with all stations, substations, pumping stations, meter stations, meter houses, regulator houses, pumps, meters, tanks, scrapers, cathodic or electric protection equipment, bypasses, regulators, drips, engines, pipes, gates, fittings, valves, connections, telephone and telegraph lines, radio towers, electric power lines, poles, wires, casings, headers, underground and aerial river crossings, appliances, fixtures, wells, caverns, underground storage facilities and formations and all gas and other minerals stored or located therein, terminals, rail or truck racks and all appurtenances of every kind and character, together with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to such property, or any part thereof, together with and including, without limitation, reversions, remainders, options, rents, revenues, issues, earnings, income, products and profits thereof, and all the right, title, interest and claim whatsoever, at law as well as in equity, of Grantor in and to the above described property from and after the Effective Time;

SAVE AND EXCEPT from the property described in Items IA1 through and including IA4 above, the property and interests, if any, described in Exhibit B hereto (herein called the "Excepted Property").

TO HAVE AND TO HOLD the Subject Property, subject to the terms and conditions hereof, unto Grantee, its successors and assigns, forever.

PART II

OTHER TERMS AND CONDITIONS

A. PERMITTED ENCUMBRANCES.

This Conveyance is made and accepted expressly subject to (a) the Amendments, Partial Releases and Other Instruments; (b) all recorded and unrecorded liens, charges, easements, rights-of-way, encumbrances, contracts, agreements, instruments, obligations, defects, interests, options and preferential rights to purchase and all laws, rules, regulations, ordinances, judgments and orders of governmental authorities or tribunals having or asserting jurisdiction over the Subject Property or the business and operations conducted thereon, in each case to the extent the same are valid, enforceable and affect the Subject Property; (c) all matters that a current survey or visual inspection, including probing for pipelines, would reflect and (d) the Assumed Obligations, herein defined.

B. ASSUMPTION OF THE ASSUMED OBLIGATIONS; INDEMNIFICATION BY GRANTEE.

1. "Assumed Obligations" shall mean all debts, obligations and liabilities of Grantor, if any, relating to the Subject Property attributable to all periods prior to, at and

after the Effective Time, of whatever nature, however evidenced, whether actual or contingent, whether known or unknown, whether arising under contract or tort or under the laws, ordinances, rules, regulations, orders or judgments of governmental, regulatory and judicial authorities having or asserting jurisdiction over the Subject Property or otherwise.

2. Subject to the other provisions of this Conveyance, Grantee hereby assumes and agrees to perform, pay or discharge the Assumed Obligations, to the full extent that Grantor is obligated, or in the absence of this Conveyance would be obligated, to perform, pay or discharge such obligations. Without limiting the generality of the preceding sentence, Grantee agrees to protect, defend, indemnify and hold harmless Grantor in all respects relating to the Assumed Obligations, even as to matters caused by or resulting from Grantor's sole, joint, concurrent or contributory negligence, including, without limitation, all investigative costs, litigation costs (including, without limitation, attorneys' fees, court costs and other costs of suit) and all other costs and expenses relating to the foregoing, excluding only matters constituting the breach of or the failure to perform or satisfy any representation, warranty, covenant or agreement made by Grantor in connection with this Conveyance.

3. To make a claim hereunder, Grantor shall give notice to Grantee of the claim, together with a brief summary of such information with respect to such claim as is then reasonably available to Grantor. Upon such notification, Grantee shall undertake, at Grantee's expense, to defend or otherwise dispose of such claim and any litigation in connection therewith and to pay the amount of any final judgment rendered against Grantor or any settlement. Grantee shall be entitled to direct the defense through legal counsel of its choice with full cooperation of Grantor and to settle or otherwise dispose of the claim or litigation as it shall see fit; provided that Grantor may participate in such defense by advisory counsel selected by Grantor and at Grantor's expense. Grantor shall not settle any such asserted claim without the consent of Grantee.

C. DISCLAIMER OF WARRANTIES: SUBROGATION.

1. This Conveyance is made without warranty of title, express, implied or statutory, and without recourse, but with full substitution and subrogation of Grantee, and all persons claiming by, through and under Grantee, to the extent assignable, in and to all covenants and warranties by Grantor's predecessors in title and with full subrogation of all rights accruing under applicable statutes of limitation and all rights of action of warranty against all former owners of the Subject Property.

2. Grantee and Grantor agree that the disclaimers contained in this Section are "conspicuous" disclaimers. The Subject Property is conveyed to Grantee without recourse, covenant or warranty of any kind, express, implied or statutory. **WITHOUT LIMITING THE OTHER EXPRESS PROVISIONS HEREOF, GRANTEE SPECIFICALLY**

AGREES THAT GRANTOR IS CONVEYING THE SUBJECT PROPERTY "AS-IS", WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED (ALL OF WHICH GRANTOR HEREBY DISCLAIMS), AS TO (i) TITLE, (ii) TRANSFERABILITY, (iii) FITNESS FOR ANY PARTICULAR PURPOSES, MERCHANTABILITY, DESIGN OR QUALITY, (iv) COMPLIANCE WITH SPECIFICATIONS, CONDITIONS, OPERATION, (v) FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, OR ABSENCE OF LATENT DEFECTS, OR (vi) ANY OTHER MATTER WHATSOEVER. TO THE EXTENT APPLICABLE (AND WITHOUT ADMITTING SUCH APPLICABILITY), GRANTEE ALSO HEREBY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41, ET SEQ. (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), TEX. BUS. & COM. CODE, AND ALL SIMILAR LAWS IN OTHER JURISDICTIONS. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY GRANTEE AND GRANTOR AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS OR WARRANTIES OF GRANTOR, EITHER EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE SUBJECT PROPERTY THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREFTER IN EFFECT OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH HEREIN.

3. Any covenants implied by statute or law by the use of the words "grant", "bargain", "assign", "convey" or "deliver", or any of them or any other words used in this Conveyance (including the covenant implied under Section 5.023 of the Texas Property Code) are hereby expressly disclaimed, waived and negated.

D. FURTHER ASSURANCES.

Grantor and Grantee agree to take all such further actions and to execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purpose of this Conveyance. So long as authorized by applicable law so to do, Grantor agrees to execute, acknowledge and deliver to Grantee all such other additional instruments, notices, affidavits, deeds, conveyances, assignments and other documents and to do all such other and further acts and things as may be necessary or useful to more fully and effectively grant, bargain, assign, convey and deliver to Grantee the Subject Property conveyed hereby or intended so to be conveyed. In particular, without limitation, in the event that any Exhibit to this Conveyance omits to describe or inadequately or incorrectly describes any lands or interests in lands intended by Grantor to be conveyed to Grantee or excepted or reserved to Grantor hereby, Grantor shall execute such additional instruments as may be necessary or appropriate to supply or correct such descriptions and to effect such additional conveyance or reservation.

E. CONSENTS; RESTRICTION ON ASSIGNMENT.

If there are prohibitions against or conditions to the conveyance of one or more portions of the Subject Property without the prior written consent of third parties (other than consents of a ministerial nature which are normally granted in the ordinary course of business), which, if not satisfied, would result in a breach thereof by Grantor or would give an outside party the right to terminate Grantor's or Grantee's rights with respect to such portion of the Subject Property (herein called a "Restriction"), then any provisions contained in this Conveyance to the contrary notwithstanding, the transfer of title through this Conveyance shall not become effective with respect to such portion of the Subject Property unless and until such Restriction is satisfied or waived by the parties hereto. When and if such Restriction is satisfied or waived, the assignment of such portion of the Subject Property shall become effective automatically as of the Effective Time, without further action on the part of Grantor. If such Restriction is not satisfied or waived by the parties hereto within twenty-one (21) years after the death of the last to die of all descendants of the late Theodore H. Roosevelt, late President of the United States, who are living on the date this Conveyance is executed as reflected below, the transfer to Grantee of such portion of the Subject Property, if any, affected by such Restriction shall be null and void. Grantor and Grantee agree to use reasonable efforts to obtain satisfaction of any Restriction.

F. SEPARATE TRANSFERS.

Grantor, or Grantor and Grantee, may have executed and delivered, or may execute and deliver, certain separate transfers of individual lands, easements or instruments, which are included in the Subject Property, for filing with and approval by the United States of America and other governmental entities and agencies. Said separate transfers, if any, and this Conveyance shall, when taken together, be deemed to constitute the one Conveyance by Grantor of the applicable portion of the Subject Property. Said separate transfers, if any, to the extent required by law, shall be on forms prescribed, or may otherwise be on forms suggested, by said governmental entities and agencies. Said separate transfers, if any, are not intended to modify, and shall not modify, any of the terms, covenants and warranties set forth herein and are not intended to create, and shall not create, any additional covenants and warranties of or by Grantor to Grantee. Said separate transfers, if any, shall be deemed to contain all of the terms and provisions of this Conveyance, as fully and to all intents and purposes as though the same were set forth at length in said separate transfer. This Conveyance, insofar as it pertains to any portion of the Subject Property as to which said separate transfers have been, or will be, executed for filing with and approval by the United States of America, or any other governmental entity or agency, is made and accepted subject to the approval of the United States of America or other appropriate governmental entities and agencies and to the terms of such approval, if and to the extent required by law.

PART III

MISCELLANEOUS

A. SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARY.

This Conveyance shall bind and inure to the benefit of Grantor and Grantee and their respective successors and assigns, but shall never be deemed to inure to the benefit of or be enforceable by any other party. Grantee, and any transferee of Grantee, may transfer any or all of the Subject Property, and the provisions hereof shall bind and benefit such transferee, with respect to the portion of the Subject Property so transferred, as if such transferee were Grantee.

B. GOVERNING LAW.

THIS CONVEYANCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT IT IS MANDATORY THAT THE LAW OF THE JURISDICTION WHEREIN THE SUBJECT PROPERTY IS LOCATED SHALL APPLY.

C. THE EXHIBITS.

Reference is made to Exhibits A and B, which are attached hereto and made a part hereof for all purposes. Reference in the Exhibits to an instrument on file in the public records is made for all purposes, but shall not imply that such instrument is valid, binding or enforceable or affects the Subject Property or creates any right, title, interest or claim in favor of any party other than Grantee.

D. HEADINGS.

Headings are included in this Conveyance for convenience and shall not define, limit, extend, or describe the scope or intent of any provision.

E. COUNTERPARTS.

This Conveyance may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

WITNESS THE EXECUTION HEREOF on the 14th day of December 1990,
effective as of the Effective Time.

(Corporate Seal)



ENRON CORP.,
a Delaware corporation

By: Robert J. Hermann
Robert J. Hermann
Vice President - Tax

Attest:

Elaine V. Overturf
Elaine V. Overturf
Deputy Corporate Secretary

GRANTOR

NORTHERN NATURAL GAS COMPANY,
a Delaware corporation

(Corporate Seal)



By: Peggy B. Menchaca
Peggy B. Menchaca
Vice President and Secretary

Attest:

Elaine V. Overturf
Elaine V. Overturf
Deputy Corporate Secretary

GRANTEE

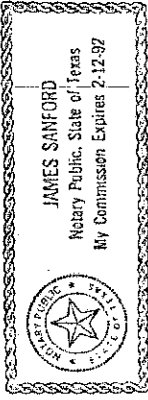
Attachments: Exhibit A: Subject Property
Exhibit B: Excepted Property

G:\ENR\NNG\CONVEYNEZ\CON SSM 12-11-90 11:35am

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing Conveyance, Assignment and Bill of Sale was acknowledged before me on December 14th, 1990, by Robert J. Hermann as Vice President - Tax of ENRON CORP., a Delaware corporation, on behalf of said corporation.



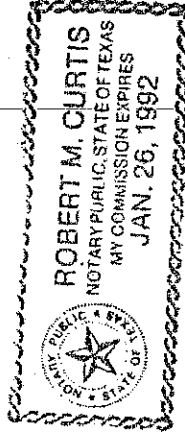
A handwritten signature in cursive script, appearing to read "James Sanford", written over a horizontal line.

Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing Conveyance, Assignment and Bill of Sale was acknowledged before me on December 14, 1990, by Peggy B. Menchaca as Vice President and Secretary of NORTHERN NATURAL GAS COMPANY, a Delaware corporation, on behalf of said corporation.



A handwritten signature in cursive script, appearing to read "Robert M. Curtis", written over a horizontal line.

Notary Public in and for the
State of Texas

EXHIBIT A

PREAMBLE TO EXHIBIT A TO
CONVEYANCE, ASSIGNMENT AND BILL OF SALE

from Enron Corp., as Grantor, to
Northern Natural Gas Company, as Grantee

1. Definitions. For purposes of this Preamble, unless the context otherwise requires, all terms employed herein that are defined in the Conveyance, Assignment and Bill of Sale to which the Exhibit, herein defined, is attached (the "Conveyance") shall have the meaning stated in the Conveyance.

2. The Preamble. This Preamble constitutes part of Exhibit A to the Conveyance (the "Exhibit"). The Exhibit is divided into six parts (singularly, "Part" and, collectively, "Parts"), as follows:

Part I	-	Description of the Fee Lands.
Part II	-	Description of the Pipelines.
Part III	-	Description of the Easements.
Part IV	-	Description of the Other Interests.
Part V	-	Jurisdictions.
Part VI	-	Amendments, Partial Releases and Other Instruments.

If none of the Subject Property of the classification covered by a Part is located in a given county, parish or recording jurisdiction or is intended to be conveyed by the Conveyance, such Part may be omitted from the Exhibit, may not be completed or may be marked "none".

In some instances, more than one Conveyance will be filed within a given county, parish or recording jurisdiction. In such event, Exhibit A to each such Conveyance will describe part, but not all, of the Subject Property located within such county, parish or recording jurisdiction. In addition, in some instances, certain portions of the Subject Property may be described in each such Conveyance.

If any portion of the Subject Property described in a Conveyance is located in two or more counties, parishes or recording jurisdictions, the description of such portion of the

Subject Property will be included in a Conveyance relating to both counties, parishes or recording jurisdictions.

If an easement or other instrument referred to in the Exhibit is a short form or a recording memorandum of an easement or other instrument, the description shall be deemed to include the short form or recording memorandum and also the easement or other instrument referred to therein.

The classification of the Subject Property herein as Part I (Fee Lands), Part II (Pipelines), Part III (Easements) and Part IV (Other Interests) is solely for convenience of reference. It is the intent of Grantor to convey all right, title, interest and estate of Grantor to Grantee, its successors and assigns, as to all of the Subject Property, regardless of its classification herein. Accordingly, without limiting the preceding sentences, neither the inclusion of an easement or conveyance of an interest other than fee title in Part I (Fee Lands), the inclusion of a deed conveying only fee title in Part III (Easements) or Part IV (Other Interests) nor any other misclassification shall be deemed to limit or defeat the conveyance by Grantor to Grantee, its successors or assigns, of Grantor's right, title, interest or estate in any lands, interest in land, easements, conveyances or deeds or other interest, wherever included in the Exhibit and however classified, excluding only an express reservation or exception. Any inconsistency, ambiguity or defect in the description of the lands, easements or instruments described herein shall be resolved in favor of the correct and valid description.

3. Format of Parts I, III, IV and VI. The format of Parts I (Fee Lands), III (Easements), IV (Other Interests) and VI (Amendments, Partial Releases and Other Instruments) of the Exhibit is as follows:

Heading:

Identification of the Part as Part I, III, IV or VI. The state and county, parish or recording jurisdiction where the applicable portion of the Subject Property is located.

Facility:

If included, administrative identification numbers and facility names are included only for convenience of reference, and not as part of the legal description.

Ref No.:

NNG No.:

P/L No.:

Type:

If included, the type of instrument, as reflected by Grantor's records. The type of instrument is included for convenience of reference, and not as part of the description.

Grantor:

The name of the grantor, lessor, licensor, assignor or other granting or assigning party of the easement or instrument described in the Exhibit. In the case of an easement or other instrument granted by a federal or state agency, the serial number, if any, may be shown.

Grantee:

If included, the name of the grantee, lessee, licensee, assignee or other recipient of the easement or instrument described in the Exhibit.

Instr.

Date:

The date, effective date, acknowledgement date or other identification date of the easement or instrument described.

File

Date:

If included, the file date of the easement or instrument described, as reflected by Grantor's records, in the applicable public records of the state and county, parish or recording jurisdiction shown in the heading of the Exhibit.

Book:

Page:

File or

File No.:

The recordation reference of the easement or instrument described in the applicable public records of the state and county, parish or recording jurisdiction shown in the heading of the Exhibit. The recordation reference is to the volume or book and page or file number, microfilm index number, instrument number, original act number, entry number or other reference or identification name and number of the applicable public records. The applicable public records may be the deed records, official public records of real property, official public records, conveyance records lease records, contract records or other applicable public records that the county, parish or recording jurisdiction shown in the heading of the part may maintain or may have maintained for the recordation of deeds, easements, rights of way, servitudes, leases, surface leases, surface rights, interests in land, permits, licenses, grants affecting land, other interests, franchises, ordinances, orders, privileges, consents, condemnation judgments or awards, judgments on declaration of taking and judgments in trespass to try title or other judicial actions relating to title, if any, as the case may

be, at the time of filing. In the case of easements and other instruments relating to the federal offshore areas of Louisiana and Texas, the state and county or parish to which the recordation reference refers is the adjacent county or parish, as shown in the heading of the Part or in the description of such easement or other instrument, and reference is also made to the records of the Minerals Management Service, U. S. Department of Interior, for a description of such easements or other instruments, if any. If no recordation reference is shown, the easement or other instrument may not be recorded in such county, parish or recording jurisdiction.

The file number, if shown, is the County or Parish clerk's or recorder's file number, document number, film code number, reel and image number or other official identification number.

The punctuation, spacing and styling of the book and page number and the file number may or may not be the same as that of the clerk or recorder.

Description:

The Exhibit (except Part VI) describes the greater of (i) the lands described in the Exhibit under the heading "Description" or (ii) the lands and all other rights, titles, interests and estates described in the respective easements or other instruments described in the Exhibit, limited to the extent, but only to the extent of Grantor's right, title, interest and estate therein. The Conveyance shall never be deemed to convey, or purport to convey, any right, title, interest or estate in and to the lands described in this Exhibit that is greater than the right, title, interest and estate of Grantor therein.

An instrument described in the Exhibit (except Part VI) may be a deed, assignment or other instrument of transfer, which describes, conveys, assigns or transfers lands or interests in land described therein solely by reference to other deeds, assignments, easements and instruments, which may or may not be described separately in the Exhibit. In such event, the Exhibit

(except Part VI) describes the lands, easements and interests in land so described, conveyed, assigned or transferred in such deed, assignment or other instrument of transfer, whether or not the latter lands, deeds, assignments or other instruments are described separately in the Exhibit.

Certain land descriptions are shown in an abbreviated form as to section, township and range. In such descriptions, the following terms may be abbreviated as follows:

Northwest Quarter - NW/4 or NW1/4 or NW4 or NW;
Southwest Quarter - SW/4 or SW1/4 or SW4 or SW;
Southeast Quarter - SE/4 or SE1/4 or SE4 or SE;
Northeast Quarter - NE/4 or NE1/4 or NE4 or NE;
North Half - N/2 or N1/2 or N2;
South Half - S/2 or S1/2 or S2;
East Half - E/2 or E1/2 or E2;
West Half - W/2 or W1/2 or W2; and
Southeast Quarter of the Northeast Quarter -
SE/4 NE/4, SE1/4 NE 1/4, or SE4NE4 or SE4NE or
SE/4NE or SENE.

Southeast corner - SE/C or SE/Cor

The applicable section may be identified by the abbreviations SEC or S with the numeral(s) following SEC or S being the section number.

The township and range may be identified by the abbreviations TWP or T and RNG or R, with the numeral(s) following TWP or T being the township number and the numeral(s) following RNG or R being the range number. The township and range numbers may be followed by a N, S, E or W to indicate whether the township or range is North, South, East or West, respectively.

The description may contain the abbreviations "Lt", "L" or "Lts" for "Lot" or "Lots"; "Pt" or "Pts" for "Part" or "Parts"; "OG&M" for "oil, gas and minerals"; "UND" for "undivided"; "Int" for "interest", "Lt" for left in proper

context; "Rt" for right; "Cl", "Center/Ln" or "Center/L" for centerline; "Th" or "Thn" for thence; "Rd" for road or rod in proper context; "Sd" for said; "Comm" for commencing; "Desc" for described and "POB" for point of beginning.

In Part IV, the "Description" may contain certain narrative entries which generally describe a right, interest or use granted by a specific instrument (e.g. "salt water p/1", "road crossing permit", etc.). Such entries are included for identification or convenience of reference but are not intended to enlarge, diminish or accurately describe the interest, rights, uses or permits granted by the instrument described.

Width:

The entry under the heading "width", if included, is shown for identification purposes and is not part of the description. The right, title, interest, and estate of Grantor may be an easement, right of way or other interest relating to a strip or other portion of the land described in the Exhibit, and such strip or other portion may or may not be shown under the heading "width" in the Exhibit. The width, if shown, may or may not be correct and shall never be deemed to diminish or enlarge the actual right, title, interest or estate of the Grantor or Grantee.

Land or
Instrument
Reference

Part VI (Amendments, Partial Releases and Other Instruments) is a list of certain amendments, modification agreements, partial releases and other instruments heretofore executed and delivered by Grantor, or Grantor's predecessor in title, relating to lands or instruments described elsewhere in this Exhibit, as reflected by Grantor's records. The list may not list all amendments, modification agreements and other instruments relating to such lands or instruments. The information shown under the heading "Land or Instrument Reference" is intended solely as an aid for the purpose of identifying the lands or instruments affected by the applicable amendment, modification agreement, partial release or other instrument. Such references may not be complete or correct and may not fully or accurately describe the effect of the instrument

listed. Such references are not intended as a description of lands described in the Conveyance or this Exhibit. Amendments, Partial Releases and Other Instruments are described in Part VI to the extent but only to the extent the same are legal, valid and enforceable, and such description shall never be deemed to amend or modify or change the legal effect, validity or enforceability of the instruments listed or the instruments affected thereby.

Part IV (Other Interests) is in two parts: Part A (Miscellaneous) and Part B (Access Rights). Part B (Access Rights) is a description of instruments granting access rights for pipeline or other purposes, which rights have been assigned or partially assigned to Grantor.

4. Format of Part II. The format of Part II is as follows:

Heading:

Identification of Part II. The state and county or parish or recording jurisdiction where the pipeline is located.

Line No.:

The number, name and description, if included, are an administrative identification number, name and description, as reflected by grantor's records, and are included for convenience of reference.

Line Name:

Line

Description:

Starting Tract:

These items identify the easement, right of way or grant where the pipeline starts and ends in the county or parish, as reflected by Grantor's records. The easement, right of way or grant is described more fully in the Exhibit. If no ending tract or point appears, the pipeline is located on land described in one easement or instrument.

Ending Tract:

A p p r o x .

The descriptions are those of the easement, right of way or grant described as starting tract or ending tract. In most cases, the description is approximately accurate to a quarter section or the substantial equivalent thereof. The description may be approximate.

Starting Point
in County:

A p p r o x .
Ending Point
in County:

The information shown in Part II is intended as a general description or identification of the pipeline for purposes of the Conveyance and is not intended to limit the Conveyance. Reference is made to the actual pipeline as located on the ground for all purposes.

5. Format of Part V

Heading: Identification of Part V. The state.

Jurisdictions: List of counties, parishes or recording jurisdictions to which reference is made in IA4b of the Conveyance.

G:\ENR\NNG\CONVEY\PREAMBLA EXA SSM 1209\90 4-07.ppt

EXHIBIT A - PART III (EASEMENTS)
POLK COUNTY, NEBRASKA

1990/09/19

REF NO.	WNG NO.	P/L NO.	TYPE	GRANTOR	GRANTEE	INSTR DATE	FILE DATE	BOOK	PAGE	FILE NO.	DESCRIPTION	WIDTH
3002873		NEB 445-1-001	EASEMENT	GROSSNIKLAUS, MARY A.		10/18/30	02/07/31	011 MISC	277		N/2 SW/4 SEC 22-T14N-R2W	
3002874		NEB 445-1-002	EASEMENT	RANDELL, FRED G., AND HAZEL RANDELL		10/21/30	02/07/31	011 MISC	278		W/2 NW/4 SEC 22-T14N-R2W	
5003909	01609	NEB 440-1	ROADWAY EASEMENT	RYSTROM, WAYNE, AND MYRTLE RYSTROM	NORTHERN NATURAL GAS CO.	09/13/48		017 MISC	156		SW/4 SEC 6-T13N-R2W	
5003912	01609	NEB 440-1	ROADWAY EASEMENT	RYSTROM, WAYNE, AND MYRTLE RYSTROM	NORTHERN NATURAL GAS CO.	06/04/65		025 MISC	522		SW/4 SEC 6-T13N-R2W	
5008655		NEB 440-1-029	EASEMENT	KUMPF, FRED, AND MARY KUMPF		10/01/30	02/05/31	011 MISC	255		S/2 SEC 13-T14N-R1W	
5008656		NEB 440-1-030	EASEMENT	BENNETT, W. F., AND LUCILE BENNETT		10/02/30	02/05/31	011 MISC	256		NE/4 NE/4 SEC 23-T14N-R1W	
5008657		NEB 440-1-031	EASEMENT	BENNETT, HATTIE J.		10/02/30	02/05/31	011 MISC	257		NW/4 NE/4 & NE/4 NW/4 SEC 23-T14N-R1W	
5008658		NEB 440-1-032	EASEMENT	SCOW, OLIVER C., AND CLARA M. SCOW		10/02/30	02/05/31	011 MISC	258		NE/4 SEC 22; NW/4 NW/4 SEC 23-T14N-R1W	
5008659		NEB 440-1-033	EASEMENT	COLE, D. C., AND MAUDE E. COLE		10/02/30	02/05/31	011 MISC	259		NW/4 SEC 22-T14N-R1W	
5008661		NEB 440-1-034	EASEMENT	NOEL, MINNIE		10/20/30	02/05/31	011 MISC	261		N/2 NE/4 SEC 21-T14N-R1W	
5008662		NEB 440-1-034	EASEMENT	NOEL, HARRY L.		05/08/31	05/12/31	011 MISC	388		N/2 NE/4 SEC 21-T14N-R1W	
5008663		NEB 440-1-035	EASEMENT	ALT, H. W., AND EVA M. ALT		10/09/30	02/05/31	011 MISC	262		NE/4 NW/4 SEC 21-T14N-R1W	
5008664		NEB 440-1-036	EASEMENT	LEHN, HENRY, AND ELISABETH LEHN		10/14/30	02/05/31	011 MISC	263		NW/4 NW/4 SEC 21-T14N-R1W	
5008665		NEB 440-1-037	EASEMENT	BRIDGLAND, LAURA WHALEY, EXEC,		10/11/30	02/06/31	011 MISC	264		NE/4 SEC 20-T14N-R1W	

Parcel 2

Recordation Conveyance - Attached instrument - NE

The State of Nebraska }
Polk County }
Book 83 }

Filed for Record in the Clerk's office of said county the 28th day
of Dec. 19 90 at 8 o'clock and 50 minutes A.M.
Page 291 Ruth N. Stromberg County Clerk

BY [Signature] Deputy

State of : Nebraska
County of : Polk

Recording Requested By And
When Recorded Return To:

Northern Natural Gas Company
1400 Smith
Houston, Texas 77002
Attn: General Counsel

Mail Tax Statements To:

Northern Natural Gas Company
P. O. Box 1188
Houston, Texas 77251-1188
Attn: Supervisor, Ad Valorem Tax

ALASKA DOCUMENTARY
STAMP TAX

(4)
DEC 28 1990

Exempt BY 291

SUPPLEMENTAL CONVEYANCE, ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

This Supplemental Conveyance, Assignment and Bill of Sale (this "Conveyance"), effective as of December 31, 1990, at 11:20 p.m. Houston, Texas time (the "Effective Time"), is from **ENRON CORP.**, a Delaware corporation, (being the corporation formerly known as **NORTHERN NATURAL GAS COMPANY**, a Delaware corporation (herein called "Northern"), which by certificate of amendment filed with the Secretary of State of Delaware on or about March 28, 1980, changed its name to **INTERNORTH, INC.**, a Delaware corporation, which by certificate of amendment filed with the Secretary of State of Delaware on or about April 10, 1986, changed its name to **ENRON CORPORATION**, a Delaware corporation, which by certificate of amendment filed with the Secretary of State of Delaware on or about April 17, 1986, changed its name to **Enron Corp.**), with its general office at 1400 Smith, Houston, Texas 77002 (herein called "Grantor"), in favor of **NORTHERN NATURAL GAS COMPANY**, a Delaware corporation, with its general office at 1400 Smith, Houston, Texas 77002 and whose mailing address is P. O. Box 1188, Houston, Texas 77251-1188: Attn: General Counsel (herein called "Grantee").

Recordation Conveyance - Attached Instrument - NE

WHEREAS, on or about February 20, 1937, INTERSTATE PRODUCTION COMPANY, a Delaware corporation, merged into Northern; on or about September 21, 1931, MISSOURI VALLEY PIPELINE COMPANY, a Delaware corporation, changed its name to Northern Gas and Pipeline Company; on or about February 20, 1937, NORTHERN FUEL SUPPLY COMPANY, a Delaware corporation, merged into Northern; on or about June 30, 1934, NORTHERN GAS AND PIPELINE COMPANY, a Delaware corporation, merged into Northern; and on or about December 30, 1960, PERMIAN BASIN PIPELINE COMPANY, a Delaware corporation, merged into Northern;

WHEREAS, Grantor owns 100% of the issued and outstanding capital stock of Grantee and wishes to convey to Grantee, as a contribution to the capital of Grantee, the Subject Property, herein described, being a portion of the assets of Northern Natural Gas Company, a division of Grantor.

PART I

GRANTING AND HABENDUM CLAUSES

A. GRANTING AND HABENDUM CLAUSES.

For good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor hereby grants, bargains, assigns, conveys and delivers unto Grantee, its successors and assigns, all right, title, interest and estate of Grantor in and to the following described property, Save and Except any Excepted Property, herein defined, (collectively, the "Subject Property"):

1. Rights Granted or Reserved in the Attached Instruments. The rights, titles, interests and estates, if any, granted in favor of or reserved by Grantor, or Grantor's predecessor in title, in the instrument(s), a copy (copies) of which is (are) attached as Exhibit A hereto (the "Attached Instrument"); and
2. Other Interests. With respect to the property described above, all improvements, buildings, structures, pipelines, fixtures and appurtenances, if any, of every kind or nature located thereon, and all right, title, interest and estate, if any, of Grantor in and to any land adjacent or contiguous thereto, whether or not expressly described herein, together with all stations, substations, pumping stations, meter stations, meter houses, regulator houses, pumps, meters, tanks, scrapers, cathodic or electric protection equipment, bypasses, regulators, drips, engines, pipes, gates, fittings, valves, connections, telephone and telegraph lines, radio towers, electric power lines, poles, wires, casings, headers, underground and aerial river crossings, appliances, fixtures, wells, caverns, underground storage facilities and formations and all gas and other minerals stored or located therein, terminals, rail or truck racks and all appurtenances of every kind and

character, together with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to such property, or any part thereof, together with and including, without limitation, all reversions, remainders, options, rents, revenues, issues, earnings, income, products and profits thereof, and all the right, title, interest and claim whatsoever, at law as well as in equity, of Grantor in and to the above described property from and after the Effective Time;

SAVE AND EXCEPT from the property described in Items IA1 and IA2 above, the property and interests, if any, described in Exhibit B hereto (herein called the "Excepted Property").

TO HAVE AND TO HOLD the Subject Property, subject to the terms and conditions hereof, unto Grantee, its successors and assigns, forever.

PART II

OTHER TERMS AND CONDITIONS

A. PERMITTED ENCUMBRANCES.

This Conveyance is made and accepted expressly subject to (a) all recorded and unrecorded liens, charges, encumbrances, contracts, agreements, instruments, obligations, defects, interests, options and preferential rights to purchase and all laws, rules, regulations, ordinances, judgments and orders of governmental authorities or tribunals having or asserting jurisdiction over the Subject Property or the business and operations conducted thereon, in each case to the extent the same are valid, enforceable and affect the Subject Property; (b) all matters that a current survey or visual inspection, including probing for pipelines, would reflect and (c) the Assumed Obligations, herein defined.

B. ASSUMPTION OF THE ASSUMED OBLIGATIONS; INDEMNIFICATION BY GRANTEE.

1. "Assumed Obligations" shall mean all debts, obligations and liabilities of Grantor relating to the Subject Property attributable to all periods prior to, at and after the Effective Time, of whatever nature, however evidenced, whether actual or contingent, whether known or unknown, whether arising under contract or tort or under the laws, ordinances, rules, regulations, orders or judgments of governmental, regulatory and judicial authorities having or asserting jurisdiction over the Subject Property or otherwise.
2. Subject to the other provisions of this Conveyance, Grantee hereby assumes and agrees to perform, pay or discharge the Assumed Obligations, to the full extent that Grantor is obligated, or in the absence of this Conveyance would be obligated, to perform,

pay or discharge such obligations. Without limiting the generality of the preceding sentence, Grantee agrees to protect, defend, indemnify and hold harmless Grantor in all respects relating to the Assumed Obligations, even as to matters caused by or resulting from Grantor's sole, joint, concurrent or contributory negligence, including, without limitation, all investigative costs, litigation costs (including, without limitation, attorneys' fees, court costs and other costs of suit) and all other costs and expenses relating to the foregoing, excluding only matters constituting the breach of or the failure to perform or satisfy any representation, warranty, covenant or agreement made by Grantor in connection with this Conveyance.

3. To make a claim hereunder, Grantor shall give notice to Grantee of the claim, together with a brief summary of such information with respect to such claim as is then reasonably available to Grantor. Upon such notification, Grantee shall undertake, at Grantee's expense, to defend or otherwise dispose of such claim and any litigation in connection therewith and to pay the amount of any final judgment rendered against Grantor or any settlement. Grantee shall be entitled to direct the defense through legal counsel of its choice with full cooperation of Grantor and to settle or otherwise dispose of the claim or litigation as it shall see fit; provided that Grantor may participate in such defense by advisory counsel selected by Grantor and at Grantor's expense. Grantor shall not settle any such asserted claim without the consent of Grantee.

C. DISCLAIMER OF WARRANTIES; SUBROGATION.

1. This Conveyance is made without warranty of title, express, implied or statutory, and without recourse, but with full substitution and subrogation of Grantee, and all persons claiming by, through and under Grantee, to the extent assignable, in and to all covenants and warranties by Grantor's predecessors in title and with full subrogation of all rights accruing under applicable statutes of limitation and all rights of action of warranty against all former owners of the Subject Property.

2. Grantee and Grantor agree that the disclaimers contained in this Section are "conspicuous" disclaimers. The Subject Property is conveyed to Grantee without recourse, covenant or warranty of any kind, express, implied or statutory. WITHOUT LIMITING THE OTHER EXPRESS PROVISIONS HEREOF, GRANTEE SPECIFICALLY AGREES THAT GRANTOR IS CONVEYING THE SUBJECT PROPERTY "AS-IS", WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED (ALL OF WHICH GRANTOR HEREBY DISCLAIMS), AS TO (i) TITLE, (ii) TRANSFERABILITY, (iii) FITNESS FOR ANY PARTICULAR PURPOSES, MERCHANTABILITY, DESIGN OR QUALITY, (iv) COMPLIANCE WITH SPECIFICATIONS, CONDITIONS, OPERATION, (v) FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, OR ABSENCE OF LATENT DEFECTS, OR (vi) ANY OTHER MATTER WHATSOEVER. TO THE EXTENT APPLICABLE (AND WITHOUT ADMITTING SUCH APPLICABILITY), GRANTEE ALSO HEREBY

WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41, ET SEQ. (OTHER THAN SECTION 17.555, WHICH IS NOT WAIVED), TEX. BUS. & COM. CODE, AND ALL SIMILAR LAWS IN OTHER JURISDICTIONS. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY GRANTEE AND GRANTOR AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS OR WARRANTIES OF GRANTOR, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SUBJECT PROPERTY THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE EXCEPT AS EXPRESSLY SET FORTH HEREIN.

3. Any covenants implied by statute or law by the use of the words "grant", "bargain", "assign", "convey" or "deliver", or any of them or any other words used in this Conveyance (including the covenant implied under Section 5.023 of the Texas Property Code) are hereby expressly disclaimed, waived and negated.

D. FURTHER ASSURANCES.

Grantor and Grantee agree to take all such further actions and to execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purpose of this Conveyance. So long as authorized by applicable law so to do, Grantor agrees to execute, acknowledge and deliver to Grantee all such other additional instruments, notices, affidavits, deeds, conveyances, assignments and other documents and to do all such other and further acts and things as may be necessary or useful to more fully and effectively grant, bargain, assign, convey and deliver to Grantee the Subject Property conveyed hereby or intended so to be conveyed.

E. CONSENTS; RESTRICTION ON ASSIGNMENT.

If there are prohibitions against or conditions to the conveyance of one or more portions of the Subject Property without the prior written consent of third parties (other than consents of a ministerial nature which are normally granted in the ordinary course of business), which, if not satisfied, would result in a breach thereof by Grantor or would give an outside party the right to terminate Grantor's or Grantee's rights with respect to such portion of the Subject Property (herein called a "Restriction"), then any provisions contained in this Conveyance to the contrary notwithstanding, the transfer of title through this Conveyance shall not become effective with respect to such portion of the Subject Property unless and until such Restriction is satisfied or waived by the parties hereto. When and if such Restriction is satisfied or waived, the assignment of such portion of the Subject Property shall become effective automatically as of the Effective Time, without further action on the part of Grantor. If such Restriction is not satisfied or waived by the parties hereto within twenty-one (21) years after the death of the last to die of all

descendants of the late Theodore H. Roosevelt, late President of the United States, who are living on the date this Conveyance is executed as reflected below, the transfer to Grantee of such portion of the Subject Property, if any, affected by such Restriction shall be null and void. Grantor and Grantee agree to use reasonable efforts to obtain satisfaction of any Restriction.

PART III

MISCELLANEOUS

A. SUCCESSORS AND ASSIGNS: NO THIRD PARTY BENEFICIARY.

This Conveyance shall bind and inure to the benefit of Grantor and Grantee and their respective successors and assigns, but shall never be deemed to inure to the benefit of or be enforceable by any other party. Grantee, and any transferee of the Grantee, may transfer any or all of the Subject Property, and the provisions hereof shall bind and benefit such transferee, with respect to the portion of the Subject Property so transferred, as if such transferee were Grantee.

B. GOVERNING LAW.

THIS CONVEYANCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CONFLICT OF LAW RULE WHICH WOULD REFER ANY MATTER TO THE LAWS OF ANOTHER JURISDICTION, EXCEPT TO THE EXTENT THAT IT IS MANDATORY THAT THE LAW OF THE JURISDICTION WHEREIN THE SUBJECT PROPERTY IS LOCATED SHALL APPLY.

C. THE EXHIBITS.

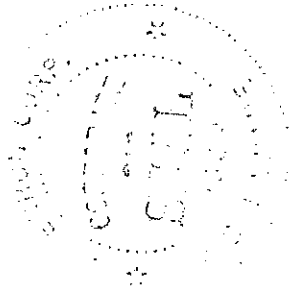
Reference is made to Exhibits A and B, which are attached hereto and made a part hereof for all purposes. If no Exhibit B is attached then there is no Excepted Property. Reference in the Exhibits to an instrument on file in the public records is made for all purposes, but shall not imply that such instrument is valid, binding or enforceable or affects the Subject Property or creates any right, title, interest or claim in favor of any party other than Grantee.

D. HEADINGS.

Headings are included in this Conveyance for convenience and shall not define, limit, extend, or describe the scope or intent of any provision.

WITNESS THE EXECUTION HEREOF on the 14th day of December 1990,
effective as of the Effective Time.

(Corporate Seal)



ENRON CORP.,
a Delaware corporation

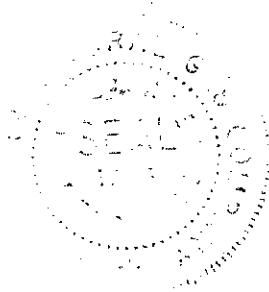
By: *Robert J. Hermann*
Robert J. Hermann
Vice President - Tax

Attest: *Elaine V. Overturf*
Elaine V. Overturf
Deputy Corporate Secretary

GRANTOR

NORTHERN NATURAL GAS COMPANY,
a Delaware corporation

(Corporate Seal)



By: *Peggy B. Menchaca*
Peggy B. Menchaca
Vice President and Secretary

Attest: *Elaine V. Overturf*
Elaine V. Overturf
Deputy Corporate Secretary

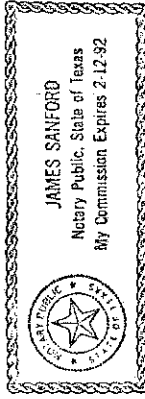
GRANTEE

Attachments: Exhibit A: Subject Property
Exhibit B: Excepted Property

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing Supplemental Conveyance, Assignment and Bill of Sale was acknowledged before me on December 14th, 1990, by Robert J. Hermann as Vice President - Tax of ENRON CORP., a Delaware corporation, on behalf of said corporation.

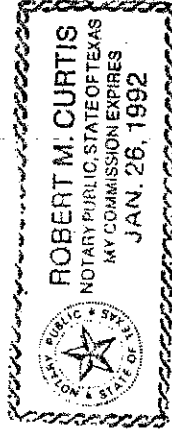


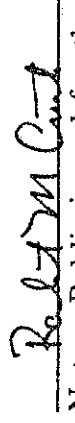

 Notary Public in and for the
 State of Texas

STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing Supplemental Conveyance, Assignment and Bill of Sale was acknowledged before me on December 14, 1990, by Peggy B. Menchaca as Vice President and Secretary of NORTHERN NATURAL GAS COMPANY, a Delaware corporation, on behalf of said corporation.




 Notary Public in and for the
 State of Texas

GA:ENR-NNG(CONVEY)ENRATLINE SSMC 12-11-90 9:36am

EXHIBIT A

(ATTACHED INSTRUMENTS)

NNG NO.

INSTRUMENT

00886

INDENTURE FROM MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA, AS GRANTOR, IN FAVOR OF NORTHERN GAS AND PIPE LINE COMPANY, AS GRANTEE, DATED AUGUST 29, 1932, EFFECTIVE AS OF AUGUST 1, 1932, FILED JANUARY 26, 1933 AND RECORDED IN BOOK 47 AT PAGE 543 IN THE DEED RECORDS OF POLK COUNTY, NEBRASKA

NNG NO. HAS BEEN ADDED FOR ADMINISTRATIVE CONVENIENCE AND IS NOT PART OF THE LEGAL DESCRIPTION.

EAENR-NNGHSMIPOLKNEEVA

THIS INDENTURE WITNESSETH, that the Grantor, MISSOURI VALLEY PIPE LINE COMPANY OF NEBRASKA, a corporation organized and existing under the laws of the State of Nebraska, for the consideration hereinafter expressed, has granted, bargained, sold, conveyed, warranted, assigned, set over, transferred and delivered, and by these presents does grant, bargain, sell, convey, warrant, assign, set over, transfer and deliver to NORTHERN GAS AND PIPE LINE COMPANY, a corporation organized and existing under the laws of the State of Delaware and authorized to transact business in the State of Nebraska, all and singular, the property, real, personal and mixed, and wheresoever situated, and all rights, privileges, easements, contracts, merchandise, supplies, materials, accounts and bills receivable, cash in treasury or in bank, and interests owned, held or possessed by Grantor (with the exception only of the tract of real estate hereinafter specifically described and expressly excepted from the operation of this conveyance), including in the property hereby conveyed and assigned (but not in limitation of the foregoing) the following described property, rights and interests, to-wit:



1004 904

S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 25; SE $\frac{1}{4}$ of Section 25; NE $\frac{1}{4}$ SW $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 25; NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25; S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 25; South 60 rods of West 50 rods of SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26; S $\frac{1}{2}$ SE $\frac{1}{4}$ except the South 60 rods of the West 50 rods of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 26; all in Township 8 North, Range 4 East; all in Saline County, Nebraska.

(Dorchester Lateral Line)

W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 17; all in Township 8 North, Range 3 East; all in Saline County, Nebraska.

(Milford Lateral Line)

NE $\frac{1}{4}$ of Section 31; N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 31; S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 31; SW $\frac{1}{4}$ of Section 31; all in Township 10 North, Range 4 East; NW $\frac{1}{4}$ of Section 6; all in Township 9 North, Range 4 East; NE $\frac{1}{4}$ of Section 1; East 540 feet of SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 1; all in Township 9 North, Range 3 East; all in Seward County, Nebraska.

(Seward Lateral Line)

NE $\frac{1}{4}$ of Section 15; E $\frac{1}{2}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 16, lying East of Chicago & Northwestern R. R. Company right of way; tax lots 56-61 of SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 16; all in Township 11 North, Range 3 East; all in Seward County, Nebraska.

(Bee Lateral Line)

S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 17; S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16; S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 16; W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 15; E $\frac{1}{2}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 15; all in Township 12 North, Range 3 East; all in Seward County, Nebraska.

(Staplehurst Lateral Line)

N $\frac{1}{2}$ N $\frac{1}{2}$ of Section 29; S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 29; S $\frac{1}{2}$ N $\frac{1}{2}$ of Section 30; all in Township 12 North, Range 3 East; SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 25; E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 25; W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 25; SW $\frac{1}{4}$ of Section 25; SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26; E $\frac{1}{2}$ of Section 35; all in Township 12 North, Range 2 East; all in Seward County, Nebraska.

(Ulysses Lateral Line)

SE $\frac{1}{4}$ of Section 19; S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 19; all in Township 13 North, Range 3 East; S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 24; S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 24; S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 23; S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 23; N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 27; S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 27; N $\frac{1}{2}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ NW $\frac{1}{4}$ except the West 72 rods of N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 27; North 20 rods of the East 8 rods of the West 72 rods of N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 27; West 72 rods of N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 27 except the last described tract; all in Township 13 North, Range 2 East; all in Butler County, Nebraska.

(Stromsburg Lateral Line)

W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16; all in Township 14 North, Range 3 East; S $\frac{1}{2}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13; SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13; SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14; SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14 East of the Chicago, Burlington & Quincy R.R.; a tract of land described as follows: commencing at a point 14.6 rods South of NE corner of SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, running thence East 49.3 rods to right of way of Chicago Burlington & Quincy R.R. Company, thence in a southeasterly direction along the West line of said right of way 37.5 rods more or less, thence West 34 rods, thence North 34 rods, more or less to the place of beginning; SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 14; W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 13; SW $\frac{1}{4}$ of Section 16; SW $\frac{1}{4}$ of Section 15; SE $\frac{1}{4}$ of Section 16; S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 16; S $\frac{1}{2}$ of Section 17; SE $\frac{1}{4}$ of Section 18; SW $\frac{1}{4}$ of Section 18; all in Township 14 North, Range 2 East; S $\frac{1}{2}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13; W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 13; SE $\frac{1}{4}$ of Section 14; SW $\frac{1}{4}$ of Section 14; SE $\frac{1}{4}$ of Section 15; SW $\frac{1}{4}$ of Section 15; S $\frac{1}{2}$ of Section 16; S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 17; SW $\frac{1}{4}$ of Section 17; S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 18; W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 18; SW $\frac{1}{4}$ of Section 18; all in Township 14 North, Range 1 East; all in Butler County, Nebraska.

S $\frac{1}{2}$ of Section 13; NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 23; NW $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 23; NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 23 and NE $\frac{1}{4}$ of Section 22; NW $\frac{1}{4}$ of Section 22; NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 21; NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21; NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21; NE $\frac{1}{4}$ of

Section 20; NW $\frac{1}{4}$ of Section 20; NE $\frac{1}{4}$ of Section 19; N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 19; S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 19; all in Township 14 North, Range 1 West; S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 24; N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 24; N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 24; SE $\frac{1}{4}$ of Section 23; SW $\frac{1}{4}$ of Section 23; E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 22; NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 22; SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 22; E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 22; N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 22; S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 28; NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28; N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 29; W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 29; W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28; E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 32; SW $\frac{1}{4}$ of Section 32; SE $\frac{1}{4}$ of Section 31; all in Township 14 North, Range 2 West; W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 6; N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 6; S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 6; SW $\frac{1}{4}$ of Section 6 North of Norberg's Addition to Stromsburg; all in Township 13 North, Range 2 West; all in Polk County Nebraska.

(Rising City Lateral Line)

SE $\frac{1}{4}$ of Section 15; NE $\frac{1}{4}$ of Section 15; all in Township 14 North, Range 1 East; all in Butler County, Nebraska.

(Shelby Lateral Line)

NW $\frac{1}{4}$ of Section 22; SW $\frac{1}{4}$ of Section 15; SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 15; S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 15; NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15; all in Township 14 North, Range 1 West; all in Polk County, Nebraska.

(Osceola Lateral Line)

SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22; N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 22; $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 22; all in Township 14 North, Range 2 West; all in Polk County, Nebraska.

(Schuyler Lateral Line)

E $\frac{1}{2}$ of Section on 25; SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section on 24; SW $\frac{1}{4}$ SE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ and S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 24; N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 24; along the highway on the East side of SE $\frac{1}{4}$ of Section 13, a distance of 160 rods; NE $\frac{1}{4}$ of Section 13; SE $\frac{1}{4}$ of Section 12; NE $\frac{1}{4}$ of Section 12; SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 1; all in Township 15 North, Range 2 East; W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 6; NW $\frac{1}{4}$ of Section 6; all in Township 15 North, Range 3 East; S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 33; E $\frac{1}{2}$ SW $\frac{1}{4}$ E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 31; W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section on 31; W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 30; E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section on 31 and E $\frac{1}{2}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 30; W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section on 29; SW $\frac{1}{4}$ of Section 20; SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 20; S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 20; N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 20; SE $\frac{1}{4}$ of Section 17; SW $\frac{1}{4}$ of Section 16; NW $\frac{1}{4}$ of Section 16; S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 9; SE $\frac{1}{4}$ of Section 9; E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 9 and SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 3; N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 10; E $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 3; NW $\frac{1}{4}$ of Section 3; W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 3; W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 3; all in Township 16 North, Range 3 East; E $\frac{1}{2}$ SW $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 34; SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34 and SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 35; NE $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34; NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34 and W $\frac{1}{2}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 35; SE $\frac{1}{4}$ SE $\frac{1}{4}$ South of the Platte River of Section 27; all in Township 17 North, Range 3 East; all in Butler County, Nebraska.

SE $\frac{1}{4}$ of Section 27, North of the Platte River; NE $\frac{1}{4}$ of Section 27, North of the Platte River; SE $\frac{1}{4}$ of Section 22 and SW $\frac{1}{4}$ of Section 23; South 30 acres of SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22; SW $\frac{1}{4}$ NE $\frac{1}{4}$ and North 10 acres of SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22; a tract of land described as follows: commencing at NW corner of NE $\frac{1}{4}$ of Section 22, thence South 80 rods, thence East 160 rods, thence North 13 chains, thence West 20.45 chains, thence North 7 chains, thence West 19.55 chains to place of beginning; a tract of land described as follows: commencing at a point 417.5 feet South of NE corner of Section 22, thence West 330 feet, thence South 330 feet, thence East 330 feet, thence North 330 feet to place of beginning; a tract of land described as follows: commencing at NE corner of NE $\frac{1}{4}$ of Section 22, thence West 940.5 feet, thence South 6 chains and 32.5 links, thence East 940.5 feet, thence North 6 chains and 32.5 links to place of beginning and a tract described as follows: commencing at a point 6 chains and 32.5 links South of NE corner of Section 22, thence South 44.55 feet, thence West 940.5 feet, thence North 44.55 feet, thence East 940.5 feet to place of beginning; all in Township 17 North, Range 3 East; all in Colfax County, Nebraska.