

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

THIS INSTRUMENT made and entered into this 2nd day of March, 1961, by and between NORTHERN NATURAL GAS COMPANY, A Delaware corporation, (hereinafter called "Northern") and Maurice M. Vervaecke and Donald M. Vervaecke, (hereinafter called "Owner").

WITNESSETH THAT:

WHEREAS, Northern is the owner of an easement grant dated August 12, 1940, covering:

South One Fourth of the North Four Fifths of the Northeast Quarter ( $S\frac{1}{4}$  N  $4/5$  NE $\frac{1}{4}$ ) of Section 3, Township 14, Range 12, Douglas County, Nebraska,

which easement was recorded in Book 148 of Misc., on Page 219 in the Office of the Register of Deeds in and for Douglas County, Nebraska; and also an Easement Grant dated August 7, 1940, covering:

South One-Third ( $S\frac{1}{3}$ ) of North Three-Fifths ( $N\frac{3}{5}$ ) of Northeast One-Fourth (NE $\frac{1}{4}$ ) of Section 3, Township 14, Range 12, Douglas County, Nebraska,

which easement was recorded in Book 148 of Misc., on Page 221 in the Office of the Register of Deeds in and for Douglas County, Nebraska; and

WHEREAS, pursuant to the authority contained in said Easement Grant Northern has constructed and currently operates and maintains a 4-inch natural gas pipe line through and across the premises above described; and

WHEREAS, the parties hereto desire to more clearly define their rights under such Easement Grant and further desire to modify and amend said Easement Grant in certain respects.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, it is hereby agreed by and between Northern and Owner as follows:

1. Northern shall and by these presents does restrict its right-of-way to a strip of land across the land described above as presently owned by Owner, which strip is depicted on the sketch attached hereto, marked Exhibit "A" and by this reference is made a part hereof.
2. Said Easement Grant hereinabove described shall remain in full force and effect as it presently exists except as modified and amended hereby.
3. Owner shall not build, create or construct nor cause or permit to be constructed any building, structure or other obstruction upon the strip of land above described.

4. Notwithstanding any limitations stated or implied in such original Easement Grant, Northern shall and by these presents does have the right, privilege and authority to lay, construct, maintain, operate, inspect, alter, repair, remove, change the size of or replace at any time, or from time to time, one or more additional pipelines at such locations upon said strip of land as it may choose. For each additional line which Northern constructs upon said strip of land, it shall pay Owner the consideration agreed to in said original Easement Grant within a reasonable time subsequent to the completion of the construction thereof.

This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first written above.

"Owner"

Maurice M. Vervaecke  
Donald M. Vervaecke

"Northern"

NORTHERN NATURAL GAS COMPANY,  
a Delaware corporation

By Joe J. Simon  
Vice President

Attest: W. M. Sawtelle  
Asst. Secretary

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS

BE IT REMEMBERED, that on this 2nd day of March, A.D., 1961, before me a Notary Public, in and for said County and State, came Gae T. Innes, Vice President and S. M. Sawtelle, Assistant Secretary of Northern Natural Gas Company, a corporation, to me personally known to be the persons who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written above.

My Commission Expires: Jan. 24, 1965

Eileen Berning  
Notary Public

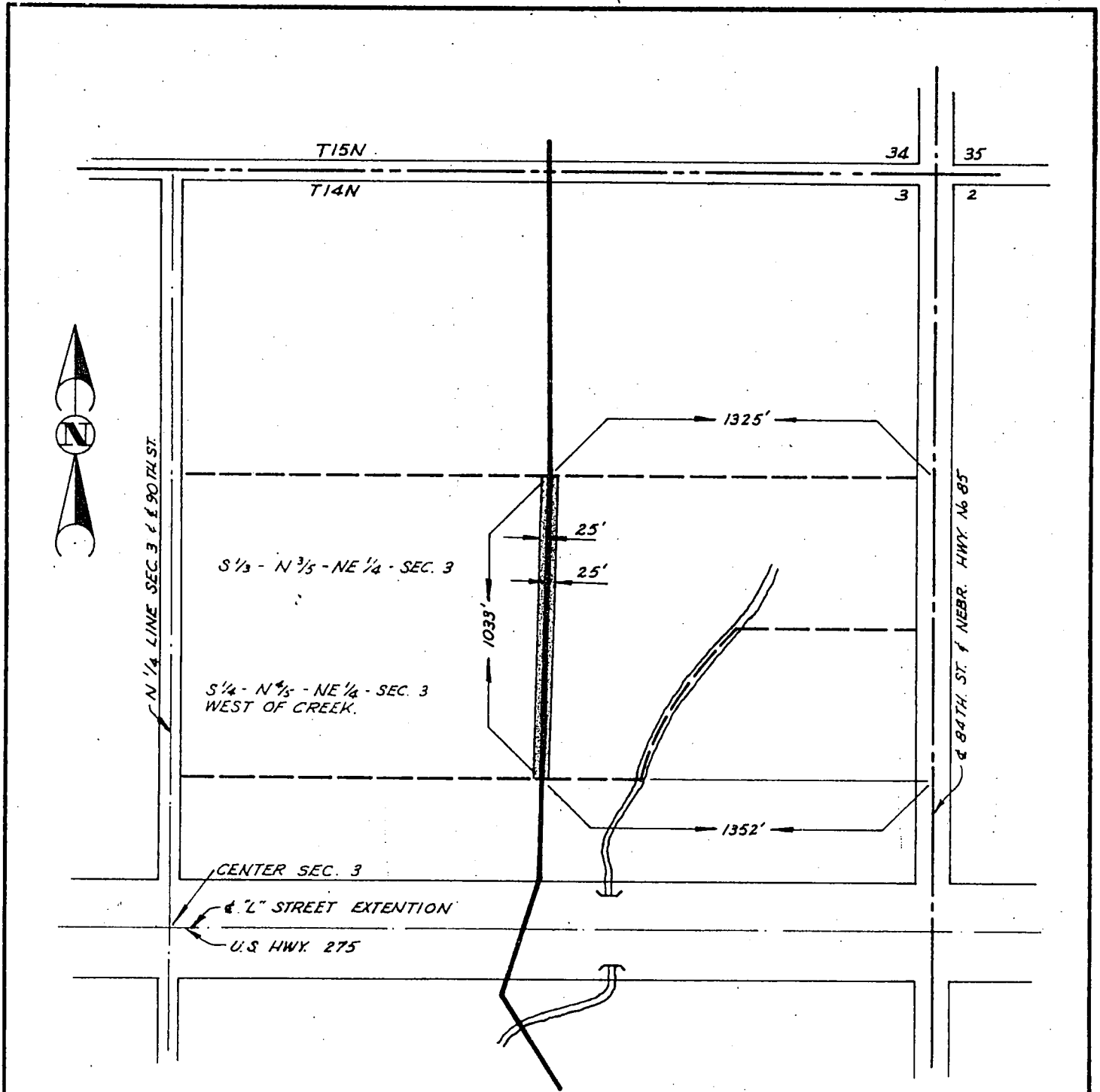
STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS

On this 25th day of May, A.D. 1961, before me, a notary public within and for said County, personally appeared Maurice M. Vervaecke and Donald M. Vervaecke

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

My Commission Expires: January 22, 1965

Martha M. Miller  
Notary Public



PO. 42  
W.D.

PL No. NB488

1961

CONSTR.

EXHIBIT "A"

NORTHERN NATURAL GAS CO.		REVISED	
OMAHA		NEBRASKA	
BOYSTOWN, NEBRASKA			
4" BRANCH LINE			
NE 1/4 SEC 3 - T14N - R12E			
DOUGLAS COUNTY, NEBRASKA			
SCALE. 1" = 500'-0"		DATE 2-21-61	
DR. BY BAKER	TR. BY	CHECKED SA	APPROVED [Signature]

STANDARD BLUE PRINT, OMAHA 48966

2. 29. DAY May 1961 AT 9:20 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

DWG. No.