

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 27 day of October, 1969, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, (hereinafter referred to as "Northern") and John R. Atkins and wife Mary A. Atkins (hereinafter referred to as "Owners").

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement Grant covering the following described premises in Douglas County, Nebraska:

Southeast quarter of Section 16-T15N-R11E of the 6th P.M. except for four additional acres of right-of-way occupied by the U.P.R.R. Company and except for state and county roads.

which Easement Grant has been recorded in Book 378 of Miscellaneous at Page 47 in the Office of the Register of Deeds for Douglas County, Nebraska; and

WHEREAS, pursuant to the authority contained in said Easement Grant, Northern has constructed and currently operates and maintains a 16-inch pipeline through and across the premises above-described; and

WHEREAS, of the premises described in said Easement Grant, Owners are present owners of the following described premises; hereinafter referred to as the "Owned Premises":

"All of the property described above, except assigns and transferees as of record."

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 of the mutual covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. That Northern shall, and by these presents does, hereby limit its right-of-way under the aforescribed Easement Grant across the Owned Premises only to a strip of land 132 feet in width, adjacent to the road right-of-way line along the west side of said southeast quarter Section 16. A plat showing the location of said strip of land is attached hereto as Exhibit "A" and is, by this reference, made a part hereof.
2. That Northern shall, and by these presents does, hereby release from its said Easement Grant all of the Owned Premises EXCEPT the strip of land described in Paragraph 1 above, upon which strip said Easement Grant is retained as herein modified.
3. That Owners shall not build, create, construct, nor allow to be built, created or constructed, any hard surface road, building, or other structure, nor alter the grade or permit such alteration anywhere on the land upon which Northern has reserved its Easement rights without the written consent of Northern. Northern agrees that the Owners shall have ingress and egress at two locations across the Easement strip provided the grade is not altered in excess of Northern's standards.

Center of Section 15



No Scale
S.E. 16-15-11
Douglas Co. Nebr.

R.R. Right of Way Limits

33' 17' 115'

E County Rd. & 5th Line Sec. 16

Rd. R/W Line

N.N.G.Co. 16" Pipe line

Easterly Limits of Easement

West Dodge Rd. - U.S. Hwy's #6 & 30-A

South of corner Section 16

EXHIBIT "A"

20
Misc

RECEIVED

1969 NOV 21 PM 2 03

C. HAROLD OSTLER
REGISTER OF DEEDS
DOUGLAS COUNTY, NBER.

THE STATE OF NEBRASKA } ss:
County of _____ }
Entered in Numerical Index and filed
for Record in the office of the Register of
Deeds of said County and recorded in
Book 483 of Misc
Page 579

C. Harold Ostler
Register of Deeds

By _____ Deputy

MAIL Northern Natural Gas Co.
518 Sharp Bend - 212 D. 13th.
N. 16-15-11 G.P.N. PA 25 Lincoln - Neb.
Compared _____ Fee _____ 68508

16-15-11