

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 4<sup>th</sup> day of November, 1970, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, (hereinafter referred to as "Northern") and BASIL E. DEMPSEY AND CECIL V. DEMPSEY, HIS WIFE, (hereinafter referred to as "Owners").

WITNESSETH THAT:

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

Part of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-seven (27), Township Fourteen North (14N), Range Thirteen East (13E) described as follows: Beginning at the Northwest Corner (NW/C) of Section Twenty-seven (27), Township Fourteen North (14N), Range Thirteen East (13E) of the 6th P.M.; thence South 37 rods and 12 links to a stake; thence East 89 rods along the claim line; thence North 38 rods and 16 links; thence West 89 rods to the place of beginning (also known as Tax Lots 2A and 3 in the Northwest Quarter (NW $\frac{1}{4}$ ) Section Twenty-seven (27), Township Fourteen North (14N), Range Thirteen East (13E)

which Easement Grant has been recorded in Book 8 of Misc. Records at Page 239 in the Office of the Register of Deeds for Sarpy 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 hereinafter referred to as the "Owned Premises";

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 sum of Fifty and no/100 Dollars (\$50.00) paid by Northern, the receipt and sufficiency of which is hereby acknowledged by Owners, 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 to a strip of land forty-five feet (45') in width, the location of which strip shall be fifteen feet (15') on the Easterly side and thirty feet (30') on the Westerly side of Northern's existing pipeline.

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.

4. That Northern may at any time construct one additional pipeline within the easement strip herein defined, and upon completion of such second pipeline, or any portion thereof, Northern will pay to Owners the sum of Five and no/100ths Dollars (\$5.00) per lineal rod of pipeline actually constructed, plus damages as provided for in paragraph 2 of the easement first mentioned above.

FILED FOR RECORD 2-3-71 AT 9:00 P.M. IN BOOK 44 OF Misc Recs  
PAGE 54 Carl L. Hillel REGISTER OF DEEDS, SARPY COUNTY NEB. 625

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