

44-56

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 10th day of September, 1970, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, (hereinafter referred to as "Northern") and ANTON PALUBECKI, JR., (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:

Tax Lot 13A2A2B

Tax Lot 13A2B1

Tax Lot 13A2B2 in NE $\frac{1}{4}$  of Section 21, Township 14, Range 13  
(together with other property)

which Easement Grant has been recorded in Book 8 of Misc. Records at Page 246 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/100ths (\$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 750 feet in width, the centerline of which strip shall be as shown on the plat attached hereto as Exhibit "A" and 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.

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.

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.

FILED FOR RECORD 2-3-71 AT 9:00 A.M. IN BOOK 44 OF Misc Recs.  
PAGE 56 Carl L. Hillebrand REGISTER OF DEEDS, SARPY COUNTY, NEB. 925

005871 ✓

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

"NORTHERN"

# OWNERS

"NORTHERN"  
NORTHERN NATURAL GAS COMPANY  
CORPORATE  
J. A. Lee President  
1030  
ALBANY  
McKulbom  
DECAVARESE, T. Secretary

Anton Falschke

WITNESSES:

WITNESSES: H. G. Ruby Jr

STATE OF NEBRASKA :  
COUNTY OF DOUGLAS : SS.

On this 28<sup>th</sup> day of January, A.D., 1971, before me, a Notary Public duly commissioned and qualified in and for said county and state, personally came W. B. Sloan, Vice President, and M. C. Kullbom Assistant Secretary of NORTHERN NATURAL GAS COMPANY, who are personally known to me to be the identical persons whose names are affixed to the above instrument as Vice President and Assistant Secretary of said corporation, and they acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

WITNESS my hand and official seal in Omaha, in said county and  
State aforesaid.



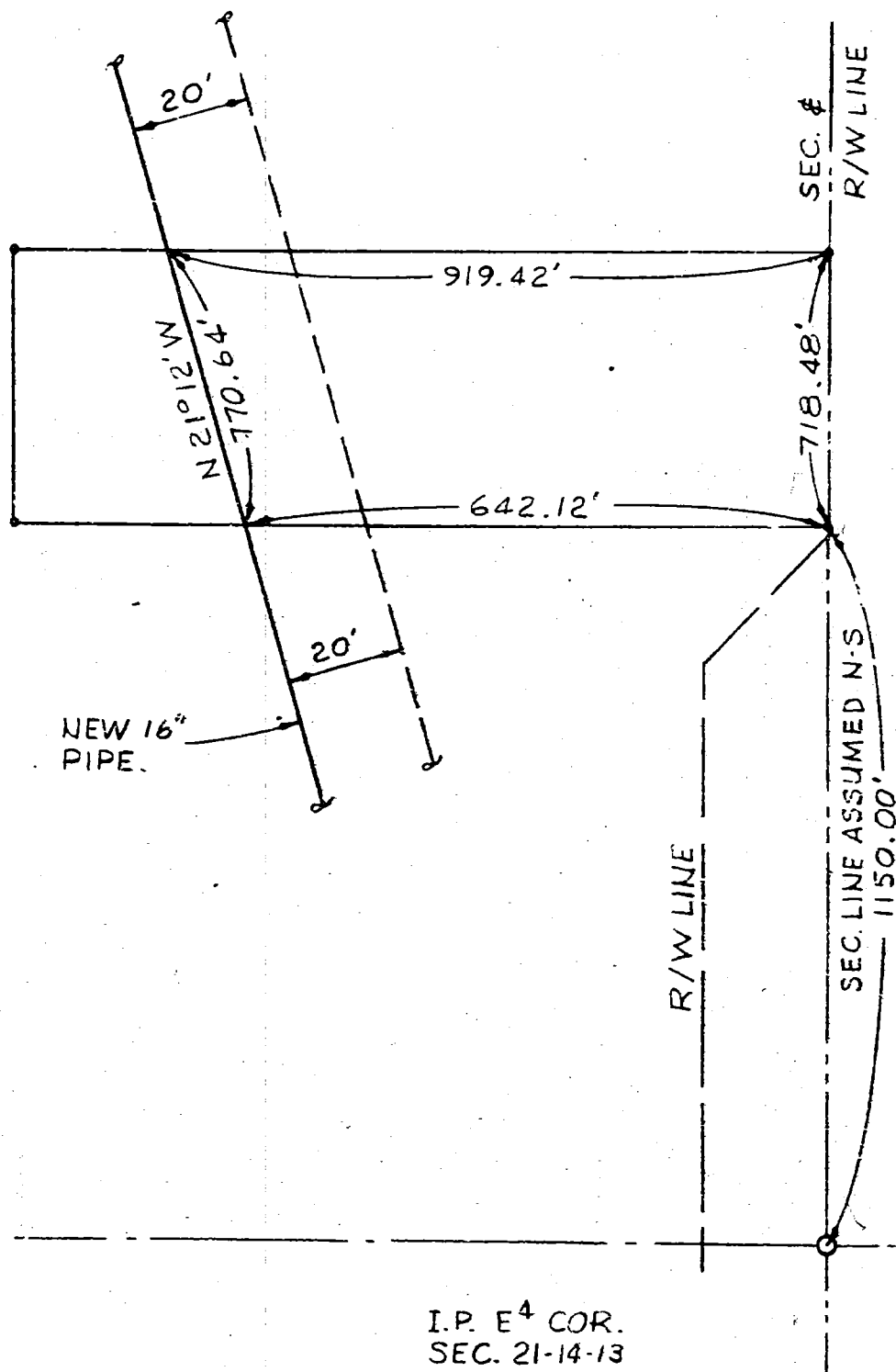
id corporation.  
n Amaha, in said county and  
Notary Public  
My commission expires 3-5-74

STATE OF Nebraska :  
COUNTY OF Sarpy : SS.

On this 10th day of September, 1970, before me, a Notary Public,  
in and for said County in said State, personally appeared Anton Palubeck,  
a single person,  
to me known to be the identical person named in and who executed the foregoing  
instrument, and acknowledged that he executed the same as his  
voluntary act and deed.

Notary Public  
My commission expires May 23, 1979

44-56B



I.P. E<sup>4</sup> COR.  
SEC. 21-14-13  
SARPY CO., NEB.

Scale		NONE		Dr. by		RLB		Date		12-70		Corporate Engineering & Research Division. Omaha, Nebraska					
Drawing Status		Checked		Approved								OMAHA 16" LINE "A" LOCATION PLAT TRACT NB 480-1 34E ANTON PALUBECKI JR.					
				By		Date		By		Date							
Prep'd				By		Date		By		Date							
Bid				By		Date		By		Date							
Revised	By	Appd.	Constr.									P.O. 42	W.O. 5022	1970	Construction		
Microfilm File Number				P-106		Design File Number				0060		P.L. or Sta Number				NB 48001	
															Drawing No. P1-26		

