

34-430

ING-5786

**MODIFICATION AND AMENDMENT OF EASEMENT GRANT**

THIS INSTRUMENT, made and entered into as of the 3rd day of December, 1964, by and between Maurice M. Vervaecke, Owner

hereinafter referred to as "Grantors" and NORTHERN NATURAL GAS COMPANY, a Delaware corporation, hereinafter referred to as "Grantee";

**WITNESSETH THAT:**

WHEREAS, there has heretofore been executed an Easement Grant to Grantee, covering the following described premises in Sarpy County, Nebraska:

Southwest Quarter of the Southwest Quarter (SW/4 of SW/4) of Section 22, Township 14 North, Range 13 West

which Easement Grant has been recorded in Book 25 of Miscellaneous Records, at Page 460 in the office of the County Clerk for Sarpy County, Nebraska; and

WHEREAS, pursuant to the authority contained in said Easement Grant, Grantee has constructed and currently operates and maintains a cathodic unit, ground bed and appurtenances thereto through and across the premises above described; and

WHEREAS, Grantors are the present owners of the above described premises; and

WHEREAS, the parties hereto desire to more clearly define their rights under the above mentioned 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. Grantee shall and by these presents does restrict the easement mentioned above to a strip of land 30 feet in width which is more particularly described as follows:

The South 30 feet of the Southwest Quarter of the Southwest Quarter (SW/4 of SW/4) Section 22, Township 14 North, Range 13 West, Sarpy County, Nebraska;

2. That Grantee shall and by these presents does hereby release from the above Easement Grant all of the land in the

Southwest Quarter of the Southwest Quarter (SW/4 of SW/4) of Section 22, Township 14 North, Range 13 West

FILED FOR RECORD IN SARPY COUNTY NEBR. Dec 21 1964 47 CLERK  
AND RECORDED IN BOOK 34 OF 34 PAGE 450 REGISTER OF DEEDS

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EXCEPT for the 30 foot strip of land described in paragraph 1 above, upon which strip said Easement Grant is retained.

3. That Grantor 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 Grantee has reserved its easement rights without the written consent of the Grantee.

4. Notwithstanding any limitations stated or implied in the original Easement Grant, Grantee shall and by these presents does have the right, privilege and authority to construct, maintain, operate, inspect, alter, repair, remove, change the size of or replace at any time or from time to time said cathodic unit, ground bed and appurtenances thereto at such locations upon the strip of land described in paragraph 1 as it may choose.

5. That Grantee will repair or pay for any damages to Grantors' fences, buildings, or other improvements caused by the maintenance, operation, repair or removal of said cathodic unit, ground bed, and appurtenances thereto.

6. That said Easement Grant hereinbefore described, as herein modified and amended, shall remain in full force and effect as to the strip of land described in paragraph 1 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.

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

GRANTEE

NORTHERN NATURAL GAS COMPANY

By: L. J. Haas  
Vice President

Attest: Bill Dauter  
Assistant Secretary

GRANTOR

Miriam M. Horvack

IN THE PRESENCE OF:

John M. Jordan  
William N. Boswell

E. J. Mcmillan

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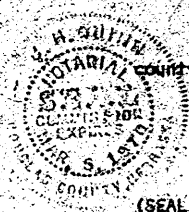
STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF DOUGLAS )

On this 18<sup>th</sup> day of December, A.D., 1964

before me a Notary Public duly commissioned and qualified in and for said county and state, personally came H. B. Howe Vice President, and J. M. Lintell

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 at Omaha in said county and state, the date aforesaid.



[Signature]  
Notary Public

(SEAL)  
My commission expires the \_\_\_ day of \_\_\_ 19\_\_.

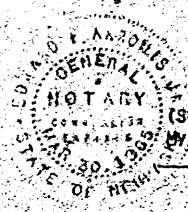
STATE OF NEBRASKA )  
                          ) SS.  
COUNTY OF SARPY )

On this 3 day of December, A.D., 1964

before me a Notary Public duly commissioned and qualified in and for said county and state, personally came MAURICE M. VERVAEKE and \_\_\_\_\_ to me known to be the

identical persons whose names are subscribed to the foregoing instrument as Grantors and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on the day and year above written.



[Signature]  
Notary Public

(SEAL)  
My commission expires the 30 day of March 1965.