MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 10thday of September to 10 by and between NORTHERN NATURAL GAS COMPANT a Delemare corporation, [IGTE MACRES PRESENCE to as "Northern"] and EXIL CHELPACEK and BOWA CHELPACEK Chere was traction of the control of the cont

HINESSET TIME

SEEREAS, Northern is the holder of an Easement Grant covering the tolder described premises in Sarpy County, debrasks:

Tex Lot 1343% for the East Malf of the Northeast Quarter (E. Mel.) Section Iwenty-one (21). Township Fourteen North (140). Range Thirteen East (13E) (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

NHEREAS, 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 Fremises";

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

NOW THEREFORE: in consideration of the sum of Pifty and no/100th/s.

(\$50.00)) paid by Northern, the receipt and sufficiency of which is hereby acknowledged by Owners, and of the mutual covenants and agreements hereinafter sets orth, it is agreed by and between the parties hereto as follows:

- I. That Northern shall, and by these presents does, hereby limit its right-of-way under the aforedescribed Easement Grant across the Owned Premises to a strip of land 23 feet in width, the centerline of which strip shall be as shown onnthe 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 I 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.
- A. 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 100 ths Dellars (\$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.

PAGE 55 CON LA HIS BOOK 44 DE MICH SUPY COUNTY NER.

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IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written. WELL STATE OF THERM "OWNERS! LURAL GAS COMPANY Emma Chlunacel WITNESSES: STATE OF NEBRASKA: COUNTY OF DOUGLAS : On this of anuation A.D., 197/, before me, a Notary Public duly commissioned and qualified in and for said county and state, personally. 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. QUINZITNESS my hand and official seal in Um in said county and WER A date aforesaid. NOTARY COMMISSION EXPIRES Notary Public My commission expires 3-5-74 ZAS). OF NEB STATE OF Nebraska COUNTY UF Sarpy On this 10thday of <u>September</u>, 1970, before me, a Notary Public in and for said county in said State, personally appeared <u>Emil Chimpacek and Emma Chimpacek</u> (husband and wife,) to me known to be the identical persons named in and who executed the foregoing. instrument, and acknowledged that they executed the same as their voluntary act and deed.

Public

My commission expires.

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 10th ay 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

Tax Lot 13A2B2 in NEW 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";

WMEREAS, 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 aforedescribed 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 FIFE AND NC/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.

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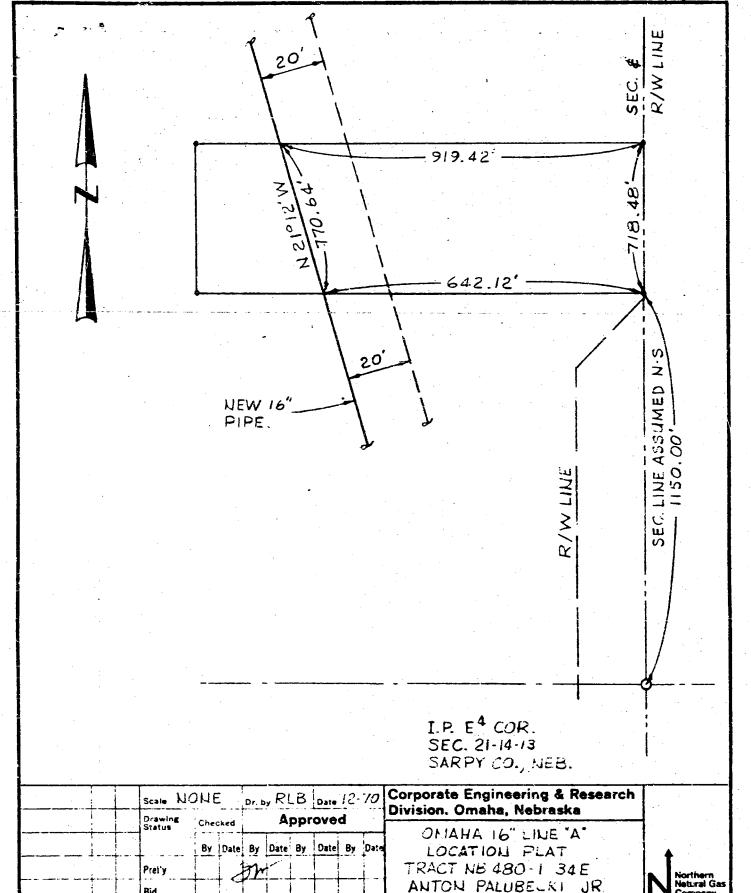
IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

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| : SS. | |
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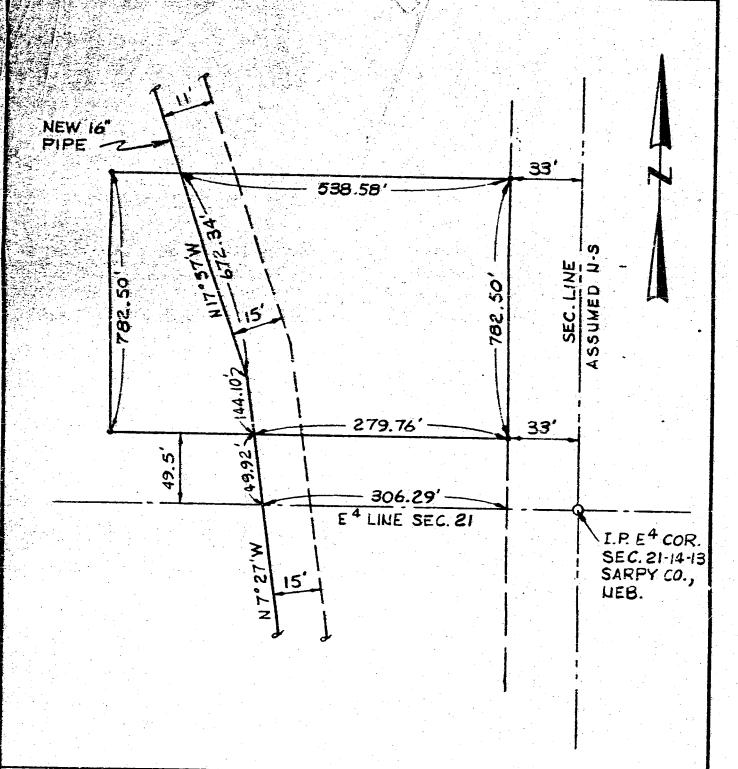
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