

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 EMIL CHELPAČEK and BOMA CHELPAČEK (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 13A04 in the East Half of the Northeast Quarter (E, NE<sub>1/4</sub>) Section Twenty-one (21), Township Fourteen North (14N), 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

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 25 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 55 Carl L. H. [Signature] REGISTER OF DEEDS, SARPY COUNTY, NEB. 925

Rec'd 005870 ✓

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

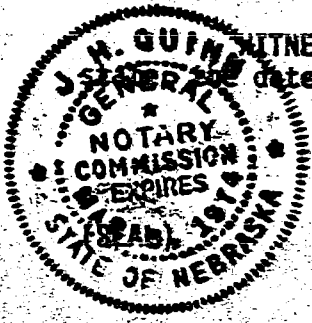
**NORTHERN**  
**NATURAL GAS COMPANY**  
*W. D. Haas*  
President  
*M. C. Kullbom*  
Ass't. Secretary

**"OWNERS"**  
*Emil Chlupacek*  
Emil Chlupacek  
*Emma Chlupacek*  
Emma Chlupacek

WITNESSES:  
*Merle O. Pelton*  
Merle O. Pelton  
*H. G. Irby, Jr.*  
H. G. Irby, Jr.

STATE OF NEBRASKA :  
                                  : SS.  
COUNTY OF DOUGLAS :

On this 21<sup>st</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. D. Haas, 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 date aforesaid.

*[Signature]*  
Notary Public  
My commission expires 3-5-74

STATE OF Nebraska :  
                                  : SS.  
COUNTY OF Sarpy :

On this 10th day of September, 1970, before me, a Notary Public in and for said county in said State, personally appeared Emil Chlupacek and Emma Chlupacek (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.

*Merle O. Pelton*  
Notary Public  
My commission expires 11-1-70



44-56

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 10<sup>th</sup> 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. BOOK 44 OF Misc Recs.  
PAGE 56 Carl L. Hillel REGISTER OF DEEDS, SARPY COUNTY, NEB. 925

Rec'd 005871 ✓



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

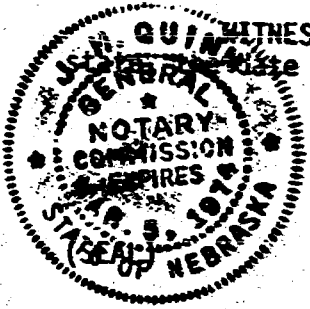
"NORTHERN"  
 NORTHERN NATURAL GAS COMPANY  
 CORPORATION  
W. B. Haas President  
M. C. Kullbom Secretary

"OWNERS"  
Anton Palubeck

WITNESSES:  
J. G. Ruby Jr

STATE OF NEBRASKA :  
 : SS.  
 COUNTY OF DOUGLAS :

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. Haas, 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.



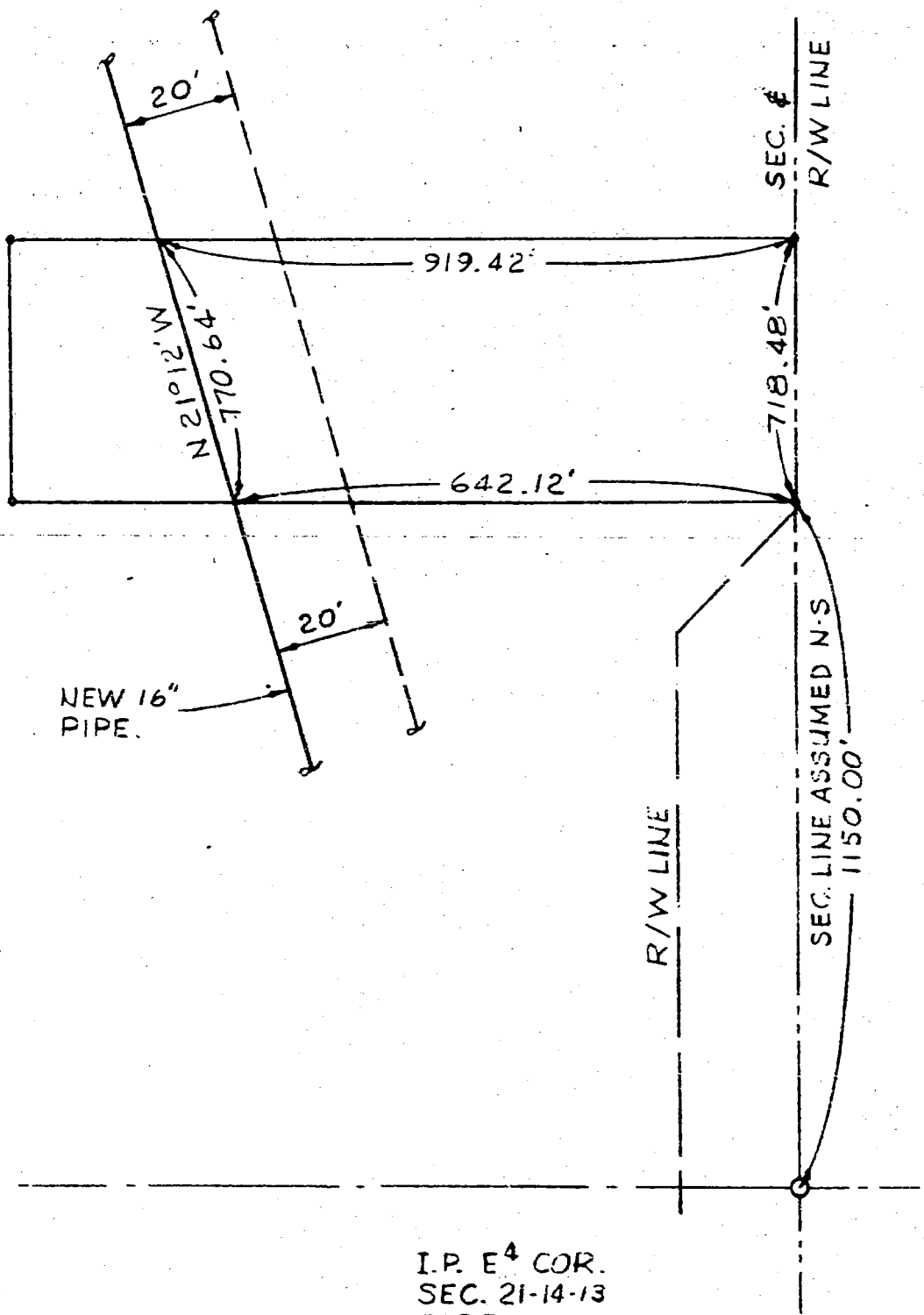
WITNESS my hand and official seal in Omaha, in said county and state aforesaid.

[Signature]  
 Notary Public  
 My commission expires 3-5-74

STATE OF Nebraska :  
 : SS.  
 COUNTY OF Sarpy :

On this 10<sup>th</sup> 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.

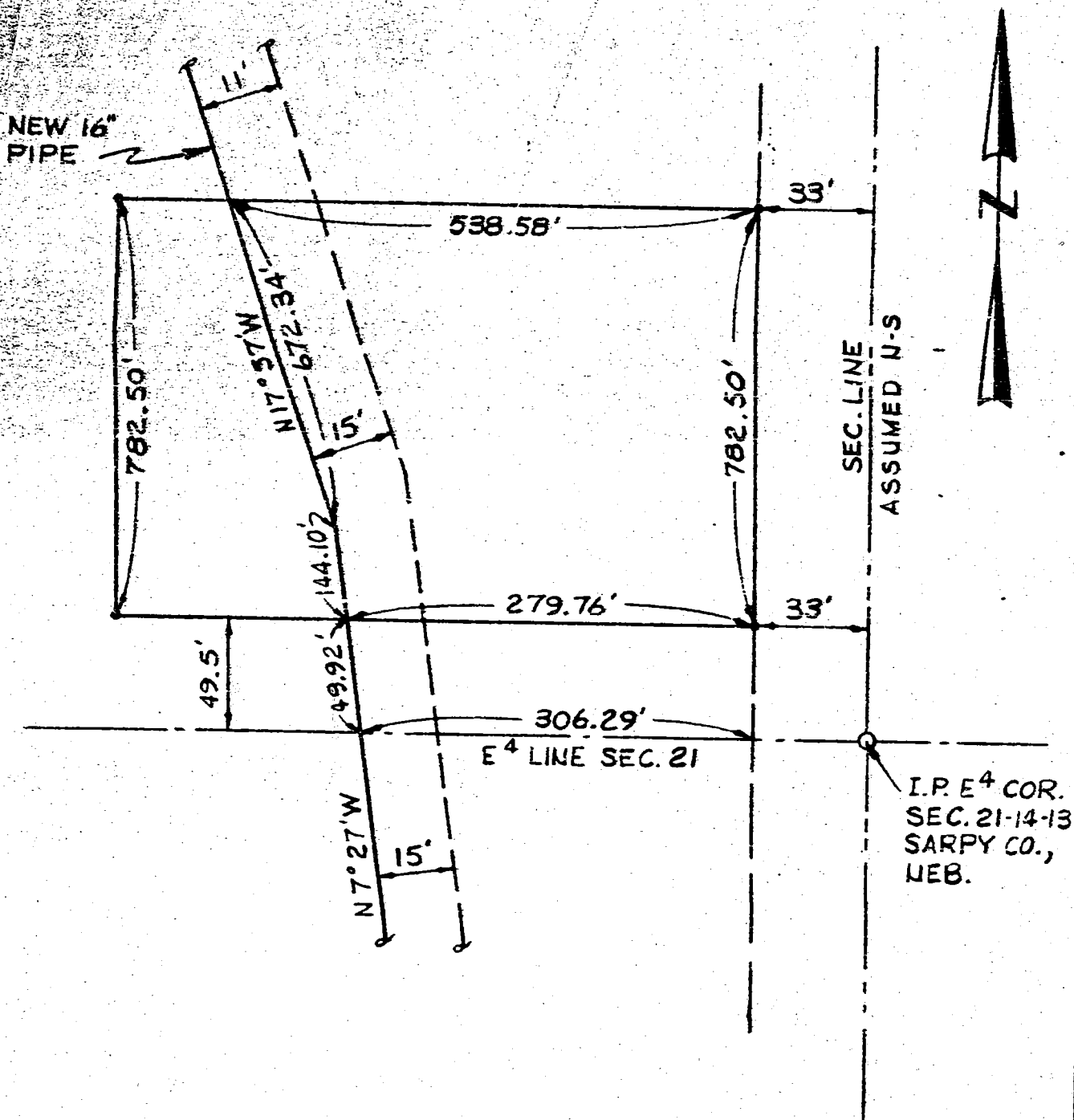
M. O. Pelton  
 Notary Public  
 My commission expires May 27, 1974



I.P. E<sup>4</sup> COR.  
 SEC. 21-14-13  
 SАРY 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.					
Prel'y		By		Date		By						Date	
Bid		By		Date		By						Date	
Revised	By	Apd.	Constr.	P.O. 12		W.O. 5022		19 70		Construction	Drawing No.		
Microfilm File Number P-106		Design File Number 0060		P.L. or Sta Number NB 48001						PI-26			





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 480-1-34A EMIL CHULPACEK				
		By	Date	By	Date	By	Date	By	Date					
Prof'y		[Signature]												
Bid														
Revised	By	Appl.	Constr.					P.O.	42	W.O.	5022	1970	Construction	Drawing No.
Microfilm File Number	P-106			Design File Number	0060			P.L. or Sta Number	NB 48001			PI-28		

