

Master File

122-318

STATE OF NEBRASKA, COUNTY OF WASHINGTON) SS 3283

ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD

THIS 27th DAY OF March A.D. 1979

AT 12:58 O'CLOCK P.M. AND RECORDED IN

BOOK 122 AT PAGE 318.320

COUNTY CLERK Charlotte Peterson

DEPUTY Karen Madsen

1979 MAR 27 12:58

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 23 day of March, 1979, by and between NORTHERN NATURAL GAS COMPANY, a Delaware Corporation, (hereinafter referred to as "Northern") and Robert Gottsch and Lois Gottsch

(hereinafter referred to as "Owners").

WITNESSETH THAT:

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

East one-half Northwest Quarter (E<sup>2</sup>NW<sup>1</sup>) and West one-half West one-half of Northeast Quarter (W<sup>2</sup>N<sup>2</sup>NE<sup>4</sup>) Section Twelve (12) Township Seventeen (17) North, Range Nine (9) East.

which Easement Grant has been recorded in Book 51 of at Page 688 in the Office of the Register of Deeds for Washington County, Nebraska; and

WHEREAS, pursuant to the authority contained in said Easement Grant, Northern has constructed and currently operates and maintains a inch pipeline through and across the premises above-described; and

WHEREAS, of the premises described in said Easement Grant, Owners are present owners of the following described premises:

Gottsch addition to The Village of Arlington, Nebraska being part of the Southeast Quarter Northwest Quarter (SE<sup>4</sup>NW<sup>1</sup>) and part of Southwest Quarter Northeast Quarter (SW<sup>4</sup>NE<sup>4</sup>) Section Twelve (12) Township Seventeen (17) North, Range Nine (9) East, Washington County, Nebraska

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 premises 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, to a strip of land Thirty-five feet in width across the property of the Owners as last described above, A plat showing the location of said strip of land is attached hereto as Exhibit "A" and is, by this reference, made a part hereof. Said strip to be 10 feet Westerly and 25 feet Easterly of Northern's 2 inch pipeline, except lots 6, 7 and 8 Block C.\*
2. That Northern shall, and by these presents does, hereby release from its said Easement Grant all of the above-described property of the owners except the strip of land described in Paragraph 1 above, upon which strip said Easement

\* Lots 6, 7 and 8 Block C will be in accordance with Exhibit "A".

Recorded General Numerical Photostat

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