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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

* Drafted by/Return to: Denise Matthews 402-398-7395
R-O-W Dept. Northern Natural Gas Co. P.O. Box 3330 Omaha, NE 68103-0330

60901-401

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 29th day of March, 2023, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, with principal offices at 1111 South 103rd Street, Omaha, Nebraska 68124 (hereinafter referred to as "Northern"), and DOUGLAS BOONE and JAN BOONE, husband and wife, (hereinafter referred to as "Owner", whether one or more).

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by William J. Spoerl and Ruth E. Spoerl, husband and wife, on the 5th day of May, 1954, covering the following described premises in Delaware County, Iowa:

The East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) and Northwest Quarter of Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 15, Township 88 North, Range 5 West,,

which Easement was recorded the 7th day of September, 1954, as Document No. 103-2428 in Book "I" at Page 105, in the office of the Recorder for Delaware County, Iowa (hereinafter referred as "Easement"); and

WHEREAS, pursuant to the authority contained in the Easement, Northern has constructed and currently operates and maintains *a 16-inch pipeline and a 26-inch pipeline* through and across the premises above-described; and

WHEREAS, of the premises described in the Easement, Owner is present owner of the following described premises in Delaware County, Iowa (hereinafter referred to as "Owned Premises"):

Parcel "E" part of the North Half of Section 15, Township 88 North, Range 5 West, as platted and recorded in the office of Delaware County Recorder.

WHEREAS, the parties hereto desire to more clearly define their rights under the Easement and further desire to modify and amend the Easement 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 across the Owned Premises only only to **two** strips of land. The *first* strip of land being 50 feet in width, the centerline of which strip shall be the present location of Northern's 16-inch pipeline (IAM60901 "B" line), and the *second* strip of land being 75 feet in width, the centerline of which strip shall be the present location of Northern's 26-inch pipeline (IAM60902 "C" line).(hereinafter referred to as "Pipeline Right-of-Way).

2. That Northern shall, and by these presents does, hereby release from the Easement all of its rights in and to the Owned Premises EXCEPT the Pipeline Right-of-Way described in Paragraph 1 above, upon which Pipeline Right-of-Way the Easement is retained in full force and effect, with all rights (including, without limitation, multiple line rights) originally granted to Northern in the Easement; and EXCEPT Northern retains its right of ingress to and egress from the Pipeline Right-of-Way, to which right the Owned Premises shall remain subject.

3. The Owner shall not build, create, construct, nor allow to be built, created, or constructed, any hard, gravel, or similar surface road, any improvements or structures of any nature, including, but not limited to fences, nor alter the grade or permit such alteration, anywhere within the Pipeline Right-of-Way without the written consent of Northern. Northern shall have the right to clear and keep cleared from within the Pipeline Right-of-Way all fences, trees, brush, undergrowth, buildings, structures, improvements or other obstructions, and, Northern shall not be liable for loss, cost, or damage caused on the Pipeline Right-of-Way by keeping the Pipeline Right-of-Way clear of such fences, trees, brush, undergrowth, buildings, structure, improvements, and other obstructions in the exercise of its rights hereunder.

4. The Owner shall allow Northern to establish aboveground marking along the centerline of the location of Northern's pipeline(s).

5. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED, AND AGREES ANY SUCH ACTIONS MAY NOT IN ANY EVENT BE CONSOLIDATED TOGETHER.

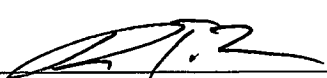
This instrument and the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

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

"NORTHERN"

"OWNERS"

NORTHERN NATURAL GAS COMPANY

By 
Bryan P. Kruger
Attorney-in-Fact

By 
Douglas Boone

By 
Jan Boone

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 29 day of March, 2023, by, Bryan P. Kruger, Attorney-in-Fact of Northern Natural Gas Company, for Northern Natural Gas Company, a Delaware corporation, on behalf of the corporation.

(S E A L)



Sarah A. Crook
Notary Public
My Commission Expires April 22, 2024

STATE OF IA)
)SS
COUNTY OF Iowa)

Douglas Boone, and Jan Boone, acknowledged the foregoing instrument before me, a Notary Public duly commissioned and qualified in and for said county and state, on this 25 day of March, 2023.

(SEAL)



Sarah Elizabeth Maurer
Notary Public
My Commission Expires 07/02/2025