

23-300

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 29 day of May 1958, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation (operating as PEOPLES NATURAL GAS DIVISION) and hereinafter called "Northern" and BELLEVUE SALES, INC., hereinafter called "Grantor" WITNESSETH THAT:

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

Commencing at a point 222.7 feet South of the North Quarter corner of Section 36, Twp. 14 N., Range 10 E., of the 6th P.M. on North and South Center Line of Section 36; thence East 460.0 feet to the North line of at a point 237.9 feet South of the North line of Section 36; thence South 299.0 feet to the South line of the Mission reserve; thence North 583.5 feet to the West line of the Mission reserve; thence West 222.7 feet to the West line of the Mission reserve; thence North 36.643 feet to the North line of the Mission reserve; thence East 758.2 feet to the North line of Section 36; thence East 200.0 feet to the North line of Section 36; thence East 758.2 feet to the North line of Section 36; thence South 222.7 feet to the North line of the right of way of the Omaha and Great Western Railway.

which Easement Grant has been recorded in Book 11, Page 11 in the Office of the Register of Deeds for Sarpy County, Nebraska.

WHEREAS, pursuant to the authority conferred on said Easement Grant, Peoples Natural Gas Company constructed a 12 inch pipeline and across the premises above described; and

WHEREAS, Peoples Natural Gas Company assigned to Grantor its right, title and interest in and to said easement and pipeline; and Northern Natural Gas Company (operating as Peoples Natural Gas Company) and such pipeline is now owned, maintained and operated by Grantor herein called "Northern"; and

WHEREAS, of the premises described in said Easement Grant, Grantor is present owner of the LAWRE ADDITION NO. 2, an addition to the City of Bellevue, Nebraska, which addition has been subdivided into lots and platted; and

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:

Entered in Numerical Index and Recorded in the Register of Deeds for Sarpy County, Nebraska, this 29 day of May 1958.

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, with respect to said LAURE ADDITION NO. 2, Northern shall, and by these presents does, hereby grant its right-of-way under the aforescribed Easement Grant to a strip of land containing the east ten feet of Lots 11, 12, 22, 23, 24 and 25 and the east fifteen feet of Lot 10, all Lots being within LAURE ADDITION NO. 2, an addition to the City of Bellevue, Sarpy County, Nebraska.

2. That Northern shall, and by these presents does, hereby release from the Easement Grant described above, the balance and remainder of said LAURE ADDITION NO. 2.

3. That Grantor shall not build, create or construct any obstruction, building or other structure anywhere on the strip of land upon which Northern has reserved its easement rights, which strip is described in Paragraph 1, above.

4. That said Easement Grant hereinafter described, as amended, modified and amended, shall remain in full force and effect both as to the lands described in said easement and lying outside the LAURE ADDITION NO. 2 and as to the strip of land described in Paragraph 1, above, and as to the strip of land described in Paragraph 1, above, and as to the strip of land situated within said addition.

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 on the day and year first above written.

"NORTHERN"

"GRANTOR"

W. A. Sturges
Adm. Vice President

RETHORSE-SATERS-ONE

Attest: M. A. Schuchart
Assistant Secretary

By: J. H. T. Tamm
PRESIDENT

ATTEST

By: J. H. T. Tamm
SECRETARY

23-302
STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

On this 24th day of May, 1962

Notary Public

in and for said County, personally appeared

W. A. Strawn

to me personally known, who being by me duly sworn did say

Chairman of the Board of said corporation

seal affixed to said instrument is the seal of said corporation

instrument was signed and sealed on behalf of said corporation

of its Board of Directors and the said W. A. Strawn

acknowledged the execution of said instrument to be the voluntary

deed of said corporation by it voluntarily executed

Notary Public

STATE OF NEBRASKA)
COUNTY OF SARASOTA)

On this 17th day of May, 1962

Notary Public

in and for said County, personally appeared

F. HOYT GREENAN

appeared

to me personally known, who being by me duly sworn did say

PRESIDENT

of said corporation, that

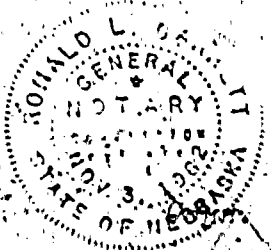
affixed to said instrument is the seal of said corporation

instrument was signed and sealed on behalf of said corporation

of its Board of Directors and the said F. HOYT GREENAN

acknowledged the execution of said instrument to be the voluntary

deed of said corporation by it voluntarily executed



Ronald L. Green
Notary Public in and for said County

(S.E.A.B.)

EXP. Nov. 3, 1962