

29-144

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

THIS INSTRUMENT, made and entered this 1st day of December, 1961, by and between NORTHERN NATURAL GAS COMPANY, a Delaware Corporation, with principal office at 2223 Dodge Street, Omaha 2, Nebraska, hereinafter called "Northern" and BELLEVUE SALES, INC., a Nebraska Corporation, with principal office in Sarpy County, Nebraska, hereinafter called "Bellevue Sales, Inc."

WITNESSETH THAT:

WHEREAS, Northern is the owner of an easement grant covering the following described real estate in Sarpy County, Nebraska, to-wit:

Tax Lot 2C in Section 36, Township 14, Range 13,

which said easement was granted on June 9, 1949, by Hastings College by A. H. Jones, Chairman of the Board of Trustees and D. P. Jones, Treasurer, both of Hastings College, Hastings, Nebraska, and was recorded September 22, 1949, in Book 14 of Miscellaneous at Page 213; and

WHEREAS, pursuant to the authority contained in said easement grant, Northern has constructed and presently operates and maintains an 8-inch natural gas pipeline through and across the premises above described; and

WHEREAS, Bellevue Sales, Inc., has platted and subdivided a certain parcel of real estate within the boundaries of said Tax Lot 2C which subdivision is known as "Larre Addition #4; and

WHEREAS, the parties hereto desire to modify and amend said easement grant, but only insofar as said Larre Addition #4 falls within the boundaries thereof, so each party may realize full enjoyment of its respective interests.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, it is agreed by and between Northern and Bellevue Sales, Inc., as follows:

1. Northern shall and by these presents does hereby limit its right-of-way under the above described easement grant, but only within the platted area above described, to a strip of land the centerline and width

FILED FOR RECORD IN SARPY COUNTY NEBR. Dec 7 1961 AT 11 O'CLOCK A.M.
AND RECORDED IN BOOK 29 OF 30 PAGES 144 Edna Puff COUNTY CLERK

of which is described as follows:

Commencing at the NW cor. Sec. 36. Thence east along the North Line of Sec. 36 a distance of 1905.38 feet. Thence south along the West Line of Laura Addition #4 a distance of 507.545 feet to a point of beginning. Thence bearing S. 84 Deg.-40 Min. E. along the Centerline of N.W.G. Co. 8" Bellevue Br. Idne a distance of 153.215 feet to a point on the West Line of Freeman Drive, Right of way for said 153.215 feet is to be 30 feet wide, 15 feet on either side of and parallel to said pipeline; thence continuing on the same bearing along said Centerline of 8" pipeline a distance of 270.35 feet to a point of termination on the East Line of Laura Addition #4, said point of termination being located four feet north of the NE corner of Lot 18, right-of-way for said 270.35 feet is to be 60 feet wide, 30 feet on either side of and parallel to said pipeline.

which strip reflects the area at which Northern's easement is modified within such platted area. There is attached hereto and made a part hereof a map marked Exhibit "A" which shows the limits of such strip within such platted area. Said map is by this reference made a part hereof. Such strip affects the following numbered lots within said Laura Addition #4:

Lots 4, 5, 18, 19 and 20.

2. With respect to such strip Bellevue Sales, Inc. shall not build, create or construct any building, structure or other obstruction of any kind nor permit the same to be built, created or constructed upon such strip upon which Northern has reserved and retained all of its easement rights.

3. No water, sewer, gas or other underground pipeline or structure shall be constructed parallel to or at other than an approximate right angle to such 8-inch pipeline. Approximate right angle for the purposes of this Modification shall mean an angle within ten (10) degrees on either side of a 90 degree angle. All such right angle construction shall be installed at least 18 inches below the lower extremities of such 8-inch natural gas pipeline.

4. Bellevue Sales, Inc. shall not change the grade within such strip, nor permit the same to be changed, without the prior written consent of Northern. The original easement grant hereinabove described shall remain in full force and effect except as modified and amended hereby.

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.

29-146

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

"Bellevue Sales, Inc."

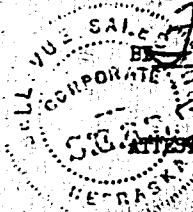
"Northern"

BELLEVUE SALES, INC.

NORTHERN NATURAL GAS COMPANY

Hoyt Freeman
PRESIDENT
ATTEST *A. G. Dennis*
SECRETARY

W. J. Haas
VICE PRESIDENT
ATTEST *Paul Sawatti*
ASSISTANT SECRETARY



STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

BE IT REMEMBERED, that on this 1st day of December, A.D., 1961, before me, a Notary Public, in and for said County and State, came W. J. Haas, Vice President of Northern Natural Gas Company, a corporation, to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written above.

J. H. Quinn
Notary Public in and for Douglas County

My commission expires the 5th day of March, 1962.

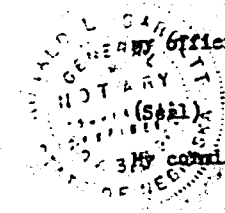
STATE OF NEBRASKA }
COUNTY OF Lincoln } SS.

BE IT REMEMBERED, that on this 5th day of December, A.D., 1961, before me, a Notary Public, in and for said County and State, came F Hoyt Freeman, President of "Bellevue Sales, Inc." a corporation, to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written above.

Donald L. Sawatti
Notary Public in and for _____ County

My commission expires the 3rd day of November, 1962.



29-1-16

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

"Bellevue Sales, Inc."

BELLEVUE SALES, INC.



Floyd Freeman
PRESIDENT
W. P. Harris
SECRETARY

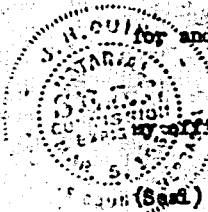
"Northern"

NORTHERN NATURAL GAS COMPANY

BY W. P. Harris
VICE PRESIDENT
ATTEST Paul Sawatz
ASSISTANT SECRETARY

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS.

BE IT REMEMBERED, that on this 1st day of December, A.D., 1961, before me, a Notary Public, in and for said County and State, came W. P. Harris, Vice President of Northern Natural Gas Company, a corporation, to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.

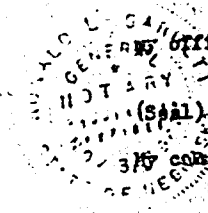


IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written above.

(Seal) W. P. Harris
Notary Public in and for Douglas County
My commission expires the 5th day of March, 1962.

STATE OF NEBRASKA }
COUNTY OF Adair } SS.

BE IT REMEMBERED, that on this 5th day of December, A.D., 1961, before me, a Notary Public, in and for said County and State, came Floyd Freeman, President of "Bellevue Sales, Inc.", a corporation, to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.



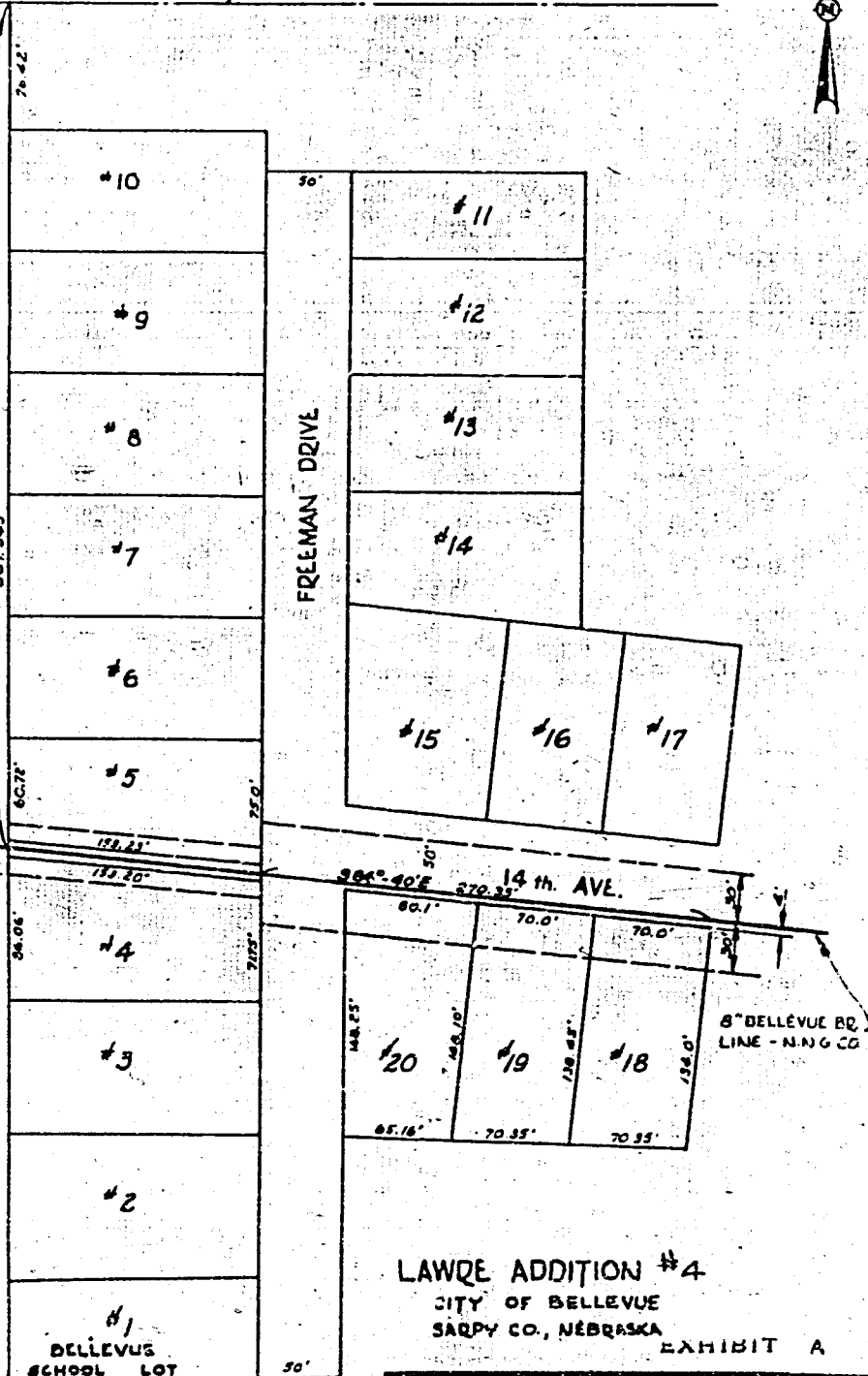
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written above.
Ronald L. Stewart
Notary Public in and for Adair County
My commission expires the 3rd day of November, 1962.

NW COR. - SEC. 36.
T14N - R13E
CONC MON.

29-147

NORTH SEC. LINE - SEC. 36

1905.38'



LAWRE ADDITION #4
CITY OF BELLEVUE
SARPY CO., NEBRASKA

EXHIBIT A

NORTHERN NATURAL GAS CO.		REVISED
OMAHA	NEBRASKA	
8" BELLEVUE, NEBRASKA		
BRANCH LINE CROSSING		
LAWRE ADDITION #4 IN		
SEC. 36 - T14N - R13E		
SCALE: 1" = 60'	DATE: 11-13-01	
DR BY	TR BY	CHKD BY
D.P.		