

44-184

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 15th day of March, 19 71, by and between NORTHERN NATURAL GAS COMPANY, a Delaware Corporation, (hereinafter referred to as "Northern") and the SCHOOL DISTRICT OF OMAHA (hereinafter referred to as "Owner").

WITNESSETH THAT:

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

East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Twenty-one (21), Township Fourteen (14), Range Thirteen (13), except the North three (3) rods thereof

which Easement Grant has been recorded in Book 8 of Miscellaneous Records at Page 240 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 two 16-inch pipelines through and across the premises above-described; and

WHEREAS, of the premises described in said Easement Grant, Owner is present owner of the following described premises; hereinafter referred to as the "Owned Premises":

That part of Tax Lot Eighteen (18) lying within the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Twenty-one (21), Township Fourteen North (14N), Range Thirteen East (13E)

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 Two Hundred Thirty-five Dollars (\$235.00) paid by Northern, the receipt and sufficiency of which is hereby acknowledged by Owner, 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 forty-five feet (45') in width as shown on the plat attached hereto marked as Exhibit A.
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 One (1) above, upon which strip said Easement Grant is retained as herein modified.
3. That Owner 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.

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 4-14-71 AT 9:00^A M. IN BOOK 44 OF Miss. Rec.
PAGE 184 Carl L. Hillel REGISTER OF DEEDS, SARPY COUNTY, NEB. 925

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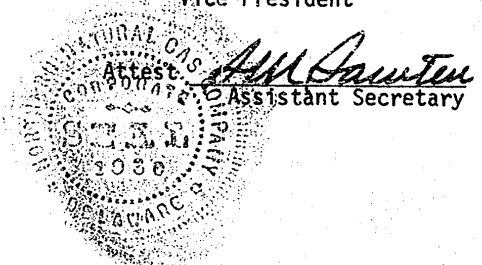
44-184A

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

"NORTHERN"

NORTHERN NATURAL GAS COMPANY

By W.B. Haas
Vice President



Attest: A.M. Sawtell
Assistant Secretary

"OWNER"

SCHOOL DISTRICT OF OMAHA

By Joseph M. Hart Jr.
President, Board of Education

Attest: Charles W. Beattie
Secretary, Board of Education

STATE OF NEBRASKA:
SS.
COUNTY OF DOUGLAS:

On this 6th day of April, 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 A.M. Sawtell, 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, the date aforesaid.

[Signature]
Notary Public

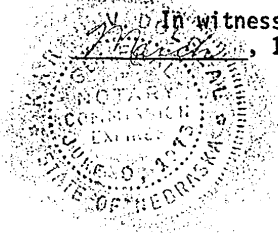


My commission expires March 5, 1974

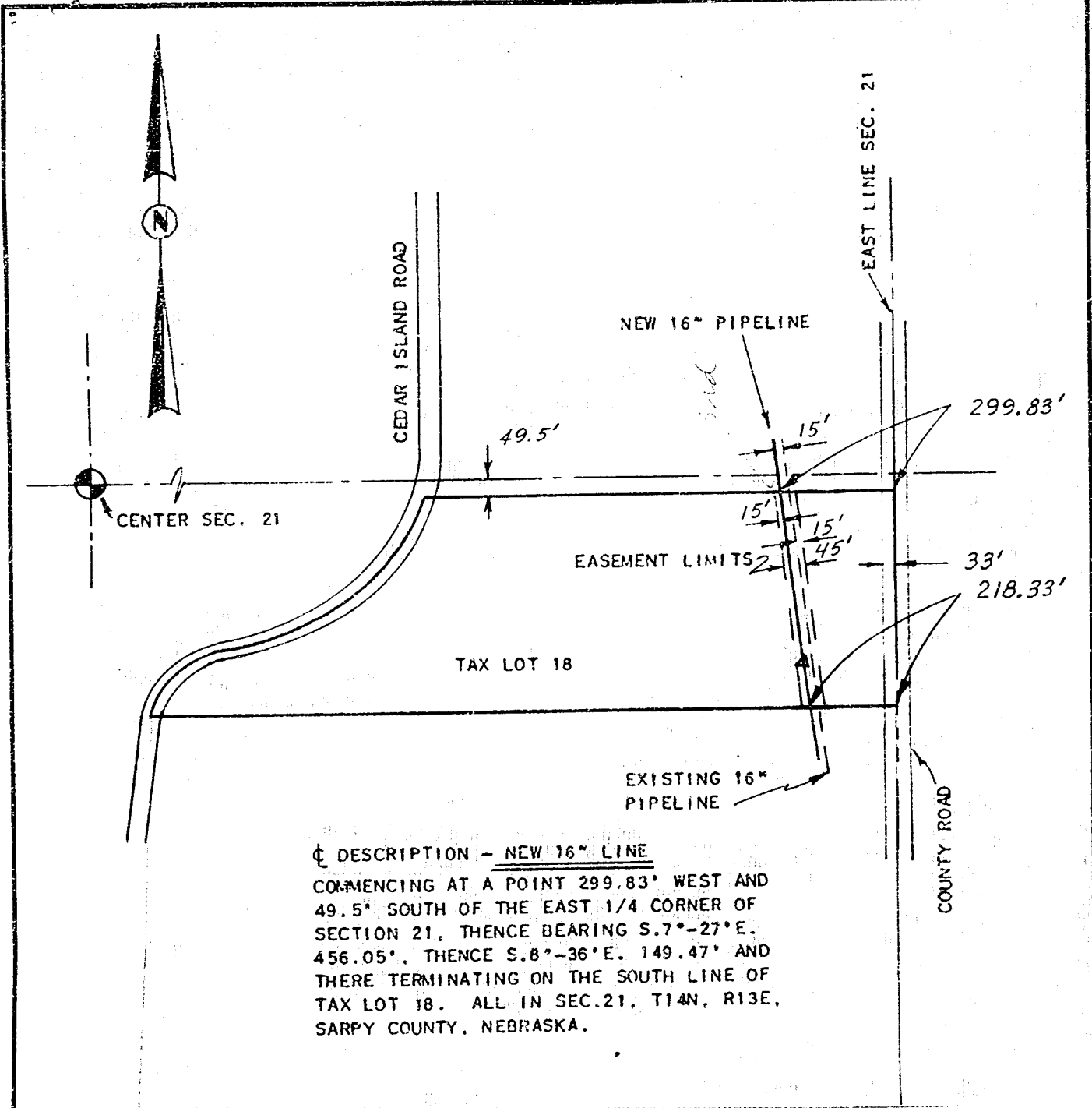
STATE OF NEBRASKA:
SS.
COUNTY OF DOUGLAS:

On this 15th day of March, 1971, before me the undersigned Notary Public duly commissioned and qualified in and for said county and state personally came Joseph M. Hart Jr. and Charles W. Beattie who are known to me to be the persons whose names are subscribed to the foregoing instrument and duly acknowledged the execution of the same to be their voluntary act and deed in the capacities stated and the voluntary act and deed of the School District of Omaha.

In witness whereof, I have set my hand and seal this 23rd day of March, 1971.



Karen V. Dolgal
Notary Public



DESCRIPTION - NEW 16" LINE

COMMENCING AT A POINT 299.83' WEST AND 49.5' SOUTH OF THE EAST 1/4 CORNER OF SECTION 21, THENCE BEARING S.7°-27'E. 456.05', THENCE S.8°-36'E. 149.47' AND THERE TERMINATING ON THE SOUTH LINE OF TAX LOT 18. ALL IN SEC.21, T14N, R13E, SARPY COUNTY, NEBRASKA.

Scale 1" = 400'		Dr. by DK		2-11-71		Corporate Engineering & Research Division. Omaha, Nebraska				
Drawing Status		Checked		Approved				OMAHA 16" LINE "A" LOCATION XING TAX LOT 18		
Prel'y		By Date		By Date		By Date				
Bid		By Date		By Date		By Date				
Revised	By	Apd.	Constr.	DK 2/11/71		P.O. 42	W.O. 5015	19 70	Construction	Drawing No.
Microfilm File Number	P-106		Design File Number	0060		P.L. or Sta Number		NB48001		P1-30

