

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

THIS INSTRUMENT, made and entered into as of the 16th day of April, 196⁵, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, (hereinafter referred to as "Grantee"), and MOCKINGBIRD HILLS, INC., a Nebraska corporation, (hereinafter referred to as "Grantor").

WITNESSETH THAT:

WHEREAS, there has heretofore been executed two (2) easement grants to Grantee covering the following described premises in Douglas County, Nebraska:

- (1) North Half (N/2) of Southwest Quarter (SW/4) of Section Three (3), Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M.

which easement grant was granted by Edward J. Janecek and Marguerite Janecek, husband and wife, on May 10, 1951 and was recorded August 21, 1951 in Book 263 of Miscellaneous at Page 599 in the office of the Register of Deeds, Douglas County, Nebraska, and

- (2) South Half (S/2) of the Southwest Quarter (SW/4) of Section Three (3), Township Fourteen (14) North, Range Twelve (12) East of the 6th P.M.

which easement grant was granted by Joseph F. Krajicek and Mary Krajicek, husband and wife, on March 21, 1951 and was recorded August 21, 1951 in Book 263 of Miscellaneous at Page 595 in the office of the Register of Deeds, Douglas County, Nebraska, and

WHEREAS, pursuant to the authority contained in said easement grants, Northern has constructed and is currently operating and maintaining a 16-inch natural gas pipeline in and through the above described premises, and

WHEREAS, Grantor has surveyed, platted and recorded a subdivision known as Mockingbird Hills, an addition in Douglas County, Nebraska, upon an area owned by it described as follows:

Beginning at a point 33 feet Northerly and 33 feet Westerly of the South Quarter corner of said Section 3; thence North 89° 27' 19" West (assumed bearing), 33 feet North of and parallel to the South line of the Southwest Quarter (SW/4) of said Section 3 a distance of 2605.69 feet; thence North 89° 26' 02" West, 33 feet North of and parallel to the South line of the Southeast Quarter (SE/4) of said Section 4 a distance of 50.01 feet; thence North 00° 42' 27" West, 50 feet West of and parallel to the East line of the Southeast Quarter (SE/4) of said Section 4, a distance of 2440.96 feet; thence South 89° 18' 48" East along the South line of the "L" Street right-of-way line a distance of 50.01 feet; thence South 00° 42' 27" East along the West line of the Southwest Quarter (SW/4) of said Section 3 a distance of 40.0 feet; thence South 89° 20' 12"

East along the South line of the "L" Street right-of-way a distance of 2398.72 feet; thence South 00° 24' 16" East, 252.8 feet East of and parallel to the East line of the Southwest Quarter (SW/4) of said Section 3 a distance of 436.00 feet; thence South 89° 20' 12" East a distance of 219.80 feet; thence South 00° 24' 16" East, 33 feet West of and parallel to the East line of the Southwest Quarter (SW/4) of said Section 3 a distance of 1959.19 feet to the point of beginning.

WHEREAS, the parties desire to more clearly define their rights under the above mentioned easement grants and further desire to modify and amend said easement grants 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. Grantee shall and by these presents does hereby limit its right of way under the above described easement grant to a strip of land 100 feet in width the centerline of which strip is described as follows:

Commencing at the South Quarter corner of Section 3, Township 14 North, Range 12 East, Douglas County, Nebraska; thence North 89° 27' 19" West (assumed bearing) along the South line of the Southwest Quarter of said Section 3 a distance of 1060.67 feet to the point of beginning; thence North 03° 16' 34" East a distance of 132.66 feet; thence North 13° 17' 28" East a distance of 1053.54 feet; thence North 25° 07' 28" East a distance of 332.86 feet; thence North 16° 57' 23" East a distance of 408.11 feet; thence North 30° 16' 27" West a distance of 33.58 feet; thence North 44° 15' 22" West a distance of 488.57 feet; thence North 00° 45' 23" East a distance of 409.54 feet to a point on the North line of the Southwest Quarter of Section 3, said point being 884.44 feet Westerly of the center of Section 3.

There is attached hereto and made a part hereof a drawing marked Exhibit A. Exhibit A sets forth the 100 foot strip the centerline of which is described above, such strip being identified as "Strip A" thereon. No pavements, storm and sanitary sewers, or structures shall be located within "Strip A" other than shown on Exhibit A.

2. There further appears on said Exhibit A two strips of land, both identified as "Strip A-1". With respect to such strips A-1, Grantor by the signatures appended hereto and acknowledged as provided by law, for and in consideration of the release of Grantee's easement rights on such portion of such area as falls without such Strip A above referred to, herewith covenant and agree for themselves, their heirs, executors, administrators, successors or assigns that no dwelling, garage or habitable structure of any kind shall be erected in the area identified as Strip A-1, the same being a strip 65 feet in width on either side of and parallel to Strip A as the same appears on Exhibit A as referred to above.

3. Grantee shall and by these presents does hereby release from the easement grants above described all lands described herein EXCEPT the strip of land referred to in Paragraph 1 above; said easement grants as herein modified and amended shall remain in full force and effect as to such strip. This release shall not release the covenant referred to in Paragraph 2 above.

4. Grantor shall not change the grade, build, create or construct any obstructions, underground service lines, either parallel with or crossing the 16-inch natural gas pipeline, nor permit the same to be built, constructed, or created anywhere on lands described above on which Grantee has reserved its easement rights without first having the written consent of Grantee.

THIS INSTRUMENT and the covenants and agreements herein contained shall extend to and be binding upon the successors, assigns and grantees of the parties hereto.

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

GRANTOR

GRANTEE

MOCKINGBIRD HILLS
By: W. B. Decker
President
Attest: William Sawtelle
Secretary

NORTHERN NATURAL GAS COMPANY
By: W. B. Laas
Vice President
Attest: A. M. Sawtelle
Assistant Secretary

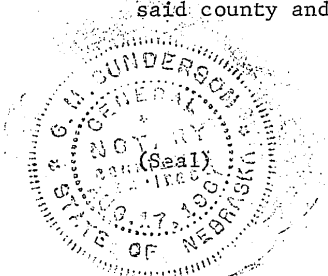
IN THE PRESENCE OF:

Anne M. Ricksen
Vivian L. Grantham

STATE OF NEBRASKA : ss.
COUNTY OF DOUGLAS:

On this 16th day of April, A.D., 1965, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came W. B. Laas, Vice President, and A. M. Sawtelle, 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 at Omaha, in said county and state, the date aforesaid.



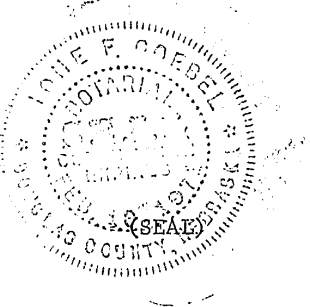
G. M. Sundersohn
Notary Public

My Commission Expires: Aug 17, 1967

STATE OF NEBRASKA: ss.
COUNTY OF DOUGLAS:

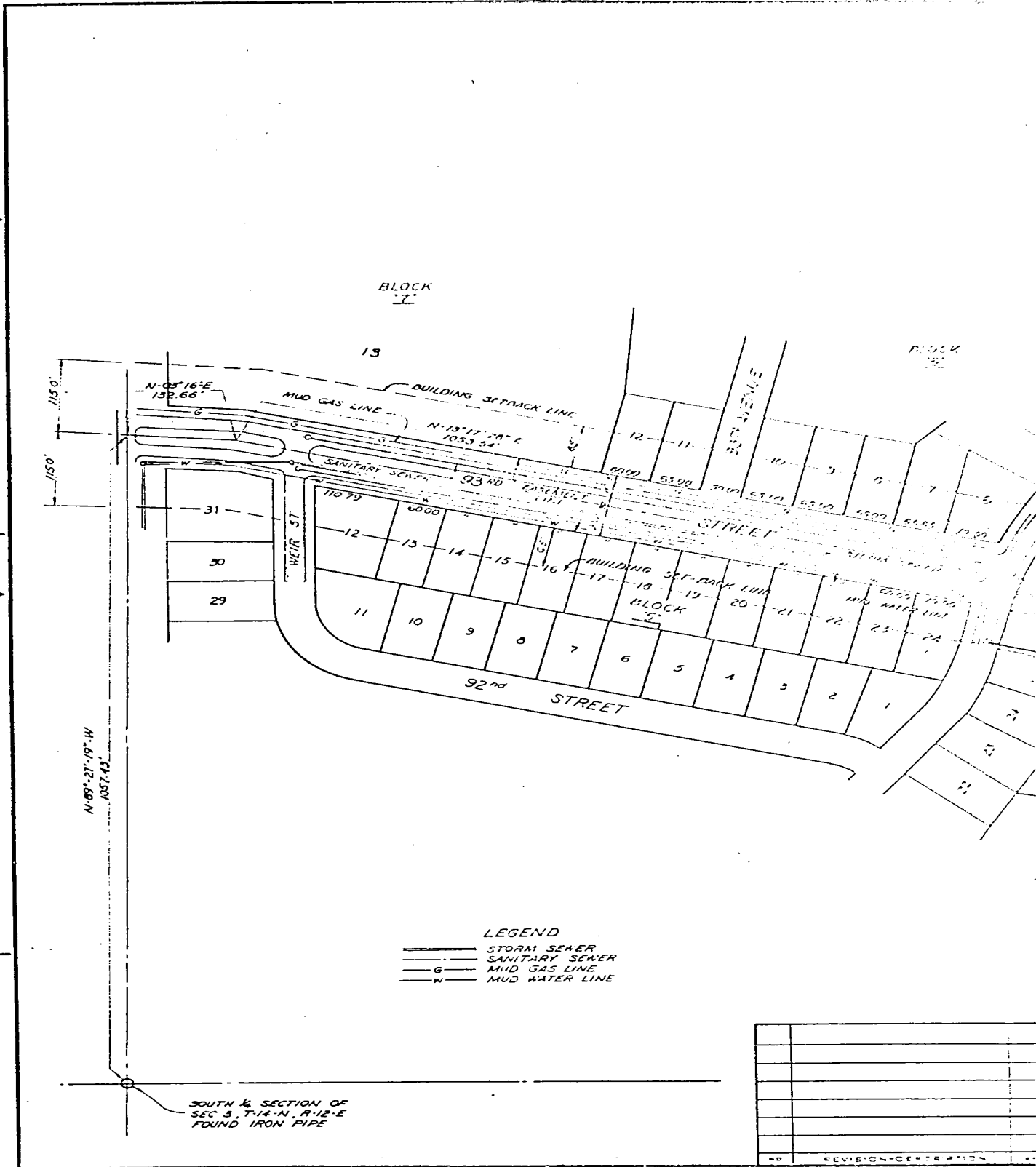
On this 16th day of ^{April}~~February~~, A.D., 1965 before me a Notary Public duly commissioned and qualified in and for said county and state personally came Don Decker, President, and William Sawtell, Secretary of MOCKINGBIRD HILLS, INC., who are personally known to me to be the identical persons whose names are affixed to the above instrument as President and 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.

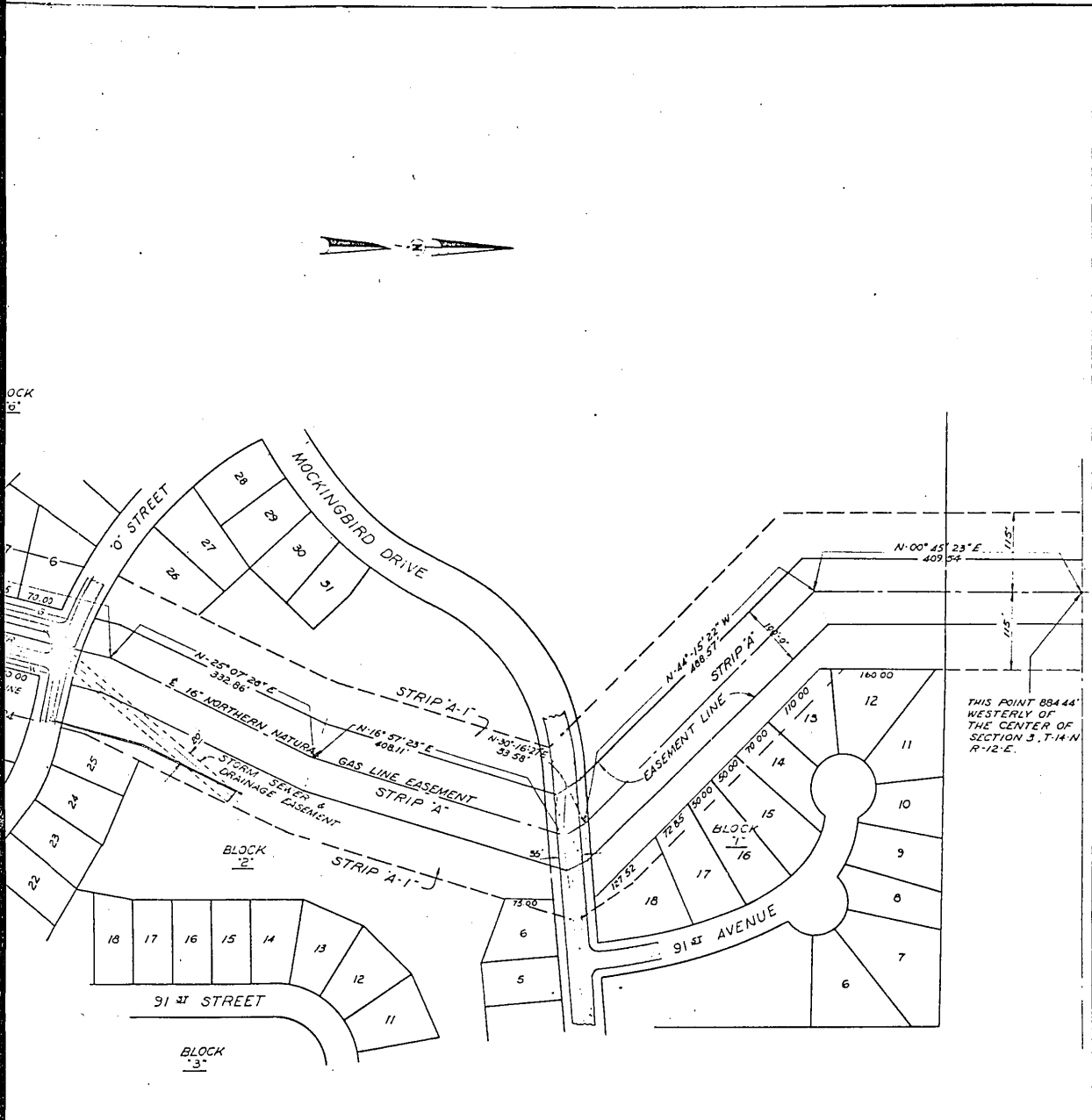
WITNESS my hand and official seal at Omaha, in said county and state, the date aforesaid.



Jone F. Goebel
Notary Public

My Commission expires: 2-18-71





NB-487 DF NO 4-1383


DWG. STATUS	CHECKED		APPROVED				P. D.	W. D.	ENGINEERING DIVISION OMAHA, NEBRASKA	 Northern Natural Gas Company
	BY	DATE	BY	DATE	BY	DATE				
PRELTY.									OMAHA, NEBR. 16" 2 ND BRANCH LINE CROSSING MOCKINGBIRD HILLS ADDITION SECTION 3, T-14-N, R-12-E DOUGLAS COUNTY, NEBRASKA	DWG. NO. 1
BID								1964 CONSTRUCTION DRAWN BY: AEG DATE: 9-15-64 CHECKED BY: [blank] DATE: [blank] DESIGNED BY: [blank] DATE: [blank] SCALE: 1" = 100'-0" FILE NO.: [blank]		
CONTR.										
REVISION	BY	DATE	CHK'D	APP'D						

EXHIBIT A

#15

RECORDED IN REGISTERAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

20 DAY May 1965 AT 4:21 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

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