

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

THIS INSTRUMENT, made and entered this 15<sup>th</sup> day of June, 1959, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, with principal office at 2223 Dodge Street, Omaha, Nebraska, hereinafter called "Northern" and CORNHUSKER HOMES CO., a Nebraska corporation, with principal office in Douglas County, Nebraska, hereinafter called "Cornhusker Homes Co."

WITNESSETH THAT:

WHEREAS, Northern is the owner of the following easement grants in Douglas County, Nebraska, to wit:

Easement dated April 17, 1951, recorded August 21, 1951, in Book 263 at Page 589 of the Miscellaneous Records in the Register of Deeds Office of Douglas County, Nebraska;

Easement dated August 5, 1940, recorded August 30, 1940, in Book 148 at Page 229 of the Miscellaneous Records in the Register of Deeds Office of Douglas County, Nebraska;

Easement dated April 18, 1951, recorded August 21, 1951, in Book 263 at Page 587 of the Miscellaneous Records in the Register of Deeds Office of Douglas County, Nebraska;

and,

WHEREAS, pursuant to the authority contained in said easement grants, Northern has constructed and currently operates and maintains a 16-inch and a 4-inch natural gas pipeline through and across the premises described in the above easements; and,

WHEREAS, Cornhusker Homes Co., has platted and subdivided certain parcels of real estate within the boundaries of said easements, which subdivisions are known as Westridge (as platted in two separate plattings) and Westridge Replat; and,

WHEREAS, such easements cover the platted areas referred to above and, in addition thereto, said easements encompass areas outside of such platted and subdivided areas; and,

WHEREAS, the parties hereto desire to modify and amend said easement grants so each party may realize full enjoyment of its respective interests; and,

WHEREAS, the parties have agreed by separate instrument that Northern shall modify its 16-inch pipeline by placing casing thereon at

certain points and shall remove its present 4-inch pipeline and install a 4-inch pipeline, with casing thereon, at certain points,

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, it is agreed by and between Northern and Cornhusker Homes Co., as follows:

1. Northern shall and by these presents does hereby limit its rights-of-way under the above described easement grants, insofar as the same fall within the platted areas above described, to three (3) strips of land, referred to as Strips A, B and C, which strips reflect the area to which such easements are modified within said platted areas. There are attached hereto and made a part hereof maps marked Exhibit "1" and Exhibit "2." Exhibit "1" sets forth the limits of Northern's easements and the platted areas above referred to as the same appear within the area covered by such easements and further indicates three strips, identified as Strips A, B and C, which strips reflect the area to which such easements are modified as the same appear within the platted areas. Exhibit "2" is a map of such platted areas showing lots by number, roadways and other features of such areas and further shows the same strips referred to in Exhibit "1" referring to the same as Strips A, B and C and showing which numbered lots are affected by such strips. Said strips are further identified as affecting the following lots within such platted areas:

STRIP A (Northern's 16-inch pipeline)

A strip of land 100 feet in width, 50 feet on either side of Northern's 16-inch pipeline, which 100 foot strip is identical with Cornhusker Drive. No lots are affected by Strip A.

STRIP B (Northern's present 4-inch pipeline)

A strip of land 100 feet in width, 50 feet on either side of Northern's existing 4-inch pipeline which 100-foot strip affects the following lots:

411, 410, 409 and 408, which are also affected by Strip C; Lots 378, 377, 379, 380, 374, 373, 372, 355, 356, 357, 358, 348, 347, 346, 337, 338, 339, 325, 324, 323, 318, 319, 320; Lots 634, 633, 632, 660 and 665, which are also affected by Strip A; Lots 664, 663, 662 which are also affected by Strip C; Lot 45.

STRIP C (Northern's 4-inch pipeline as relocated)

A strip of land varying in width as herein described:

A strip 25 feet in width occupying the rear 25 feet of the following lots, the pipeline to be 10 feet inside the rear lot lines of such lots except Lot 411:

Lots 411, 410, 409, 408, which are also affected by Strip B; Lots 407, 406, 405, 404, 403, 402, 401, 400, 399, 398, 397, 396, 395, 394, 393, thence into Lot 392, 30 feet, more or less, from the southwest lot line thereof, at which point said strip turns in a northeasterly direction and becomes 30 feet in width, 15 feet on either side of the pipeline, which, commencing as such 30-foot strip, proceeds through Lots 22 and 23 in the following manner:

Seven feet inside Lot 23, adjacent and parallel to the line dividing Lots 22 and 23; eight feet within Lot 22, adjacent and parallel to the lot line dividing Lots 22 and 23 (the point at which said pipeline is to be located) and from such pipeline a further 15 feet inside said Lot 22;

Thence turning in a northwesterly direction, across Westridge Drive and entering Lot 600 a distance of 13 feet, more or less, thence northeasterly;

Said strip encompasses the rear 10 feet of Lots 601, 602 and 603, said 10-foot strip being adjacent and parallel to the line dividing such lots and Lot 600, and the northwesterly 20 feet of Lot 600, adjacent and parallel to such dividing lot line, (the pipeline to be located 5 feet inside Lot 600 and parallel to such line);

Thence said strip proceeds in a northwesterly direction along the rear lot line of Lots 603, 604, 605, 606, 607, 608, 609 and proceeds along the northeast lot line of Lot 612; (which latter lot is also affected by Strip A);

Thence said strip crosses Cornhusker Drive and enters Lot 666, which is also affected by Strip A, proceeds along the northeast lot line thereof, and proceeds along the rear lot lines of Lots 664 and 663 and 662, which three lots are also affected by Strip B;

Thence said strip turns and proceeds in a northerly direction across Papillion Parkway to and across Big Papio Creek to the limits of said platted area;

Said strip, from Lot 603 and following, is 20 feet within the described lots, said pipeline being 5 feet within and parallel to said lot lines and said strip is also 10 feet inside Papillion Parkway adjacent and parallel with said lot lines.

2. There further appears, on said Exhibits "1" and "2," two strips of land, both identified as Strip A-1. With respect to such strips A-1, Cornhusker Homes Co., or the present owners of the lots affected by such strips, by their signatures appended hereto and acknowledged as provided by law, for and in consideration of the release of Northern's

easement rights on such portion of such lots as fall without such strips  
strips A, B or C, above referred to, herewith covenant and agree  
for themselves, their heirs, executors, administrators, successors or  
assigns, that until such time as Northern Natural Gas Company, its successors  
or assigns shall execute and record a written release of this covenant, no  
dwelling, garage or habitable structure of any kind shall be erected in the  
areas identified as Strips A-C, the same being strips 65 feet in width on  
either side of and parallel to the North and South boundaries, respectively,  
of Cornhusker Drive. Said strips and such covenant are further identified  
as affecting the following lots within such platted areas:

The following lots north of Cornhusker Drive  
are thus affected:

536, 535, 529, 528, 527, 645, 646, 647, 648,  
649, 650, 651, 652, 653, 656, 657, 658, 659;  
Lots 660 and 665, which are also affected by  
Strip B; Lot 666, which is also affected by  
Strip C.

The following lots south of Cornhusker Drive  
are thus affected:

446, 445, 444, 443, 442, 483, 484, 485, 486,  
513, 514, 515, 516, 643, 642, 641, 640, 639,  
638, 637, 636, 635; Lots 634, 633 and 632,  
which are also affected by Strip B; Lots 631  
and 611, which are also affected by Strip C;  
612.

Failure of the present owner of any such numbered lot to execute this  
instrument shall void Northern's release of easement rights with respect  
to such numbered lot.

3. Northern shall and by these presents does hereby release  
from the easement grants above described all lands described therein  
except the strips of land referred to in Paragraph 1 above and the  
area falling outside said platted areas; said easement grants as herein  
modified and amended shall remain in full force and effect as to such  
strips and the area outside said platted areas. This release shall not  
release the covenant referred to in Paragraph 2, above.

4. Cornhusker Homes Co. shall not build, create or construct  
any obstruction, building or other structure, nor permit the same to  
be built, constructed or created, anywhere on said lands, described above,  
upon which Northern has reserved its easement rights.

This instrument and the covenants and agreements herein  
contained shall extend to and be binding upon the heirs, executors,

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administrators, successors and assigns of the parties hereto.

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

"NORTHERN"  
NORTHERN NATURAL GAS COMPANY

"CORNHUSKER HOMES CO."  
CORNHUSKER HOMES CO.

BY W. A. Strauss  
EXEC. VICE PRESIDENT

BY [Signature]  
PRESIDENT

ATTEST: [Signature]  
ASSISTANT SECRETARY

ATTEST: [Signature]  
SECRETARY



STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF DOUGLAS )

BE IT REMEMBERED, that on this 24th day of June, A.D., 1959, before me, a Notary Public, in and for said County and State, came W. A. Strauss, <sup>Exec.</sup> 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.

[Signature]  
Notary Public

My Commission Expires: Jan 21, 1965

STATE OF NEBRASKA )  
                                  ) SS.  
COUNTY OF DOUGLAS )

BE IT REMEMBERED, that on this 15 day of June, A.D., 1959, before me, a Notary Public, in and for said County and State, came J. DON DECKER, President of Cornhusker Homes Co., 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.

[Signature]  
Notary Public

My Commission Expires: March 25, 1965

