

488-1-9, 10, 11+12

MODIFICATION AND AMENDMENT OF EASEMENT GRANTS

THIS INSTRUMENT, made and entered into as of the 25th day of February, 1965, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, (hereinafter referred to, as "Grantee"), and Cornhusker Homes Co., Eastwood Development Co., and 8490 Corporation

(Hereinafter referred to as "Grantors").

WITNESSETH THAT:

WHEREAS, Grantee, is the owner of the following easement grants covering the Northeast Quarter (NE/4) of Section 3, Township 14 North, Range 12 East, Douglas County, Nebraska to wit:

Easement dated August 10, 1940, recorded August 30, 1940 in Book 143 of Miscellaneous Records at page 217 in the Register of Deeds Office of Douglas County, Nebraska; and

Easement dated August 12, 1940, recorded August 30, 1940 in Book 148 of Miscellaneous Records at page 219 in the Register of Deeds Office of Douglas County, Nebraska; and

Easement dated August 7, 1940, recorded August 30, 1940 in Book 143 of Miscellaneous Records at page 221 in the Register of Deeds Office of Douglas County, Nebraska; and

Easement dated August 7, 1940, recorded August 30, 1940 in Book 148 of Miscellaneous Records at page 223 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 is currently operating and maintaining a 4-inch natural gas pipeline in and through the premises described in the above easements,

WHEREAS, of the premises described in said Easement Grants, Grantors are the present owners of the following described premises:

The Northeast Quarter (NE/4) which includes Cornhusker Industrial Park Subdivision Parcel "A" and Parcel "B" as surveyed, platted and recorded and the remaining unplatted areas of said Northeast Quarter (NE/4) of Section 3, Township 14 North, Range 12 East, Douglas County, Nebraska; and

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 grants to a strip of land 40 feet in width the centerline of which strip is described as follows:

Commencing at the center of said Section 3; thence, South $89^{\circ} 19' 49''$ East along the southerly line of the Northeast Quarter of said Section 3, a distance of 1184.96 feet to the point of beginning of the centerline to be described:

Thence, North $18^{\circ} 51' 43''$ East a distance of 222.23 feet; thence, North $01^{\circ} 43' 24''$ East a distance of 1341.72 feet; thence North $00^{\circ} 07' 04''$ West a distance of 1086.39 feet to a point on the North line of the Northeast Quarter of said Section 3 and there terminating said point being 1313.28 feet Easterly of the North Quarter corner of said Section 3.

There is attached hereto and made a part hereof a drawing marked Exhibit A. Exhibit A sets forth the 40 foot strip the centerline of which is described above. No pavements, storm and sanitary sewers, or other structures shall be located within the 40 foot strip described above other than shown on Exhibit A.

2. Grantee shall and by these presents does hereby release from the easement grants above described all lands described herein EXCEPT the 40 foot 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 1 above.

3. 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.

GRANTEE

NORTHERN NATURAL GAS COMPANY

By W.P. Hall
Vice President

Attest: Art. [Signature]
Assistant Secretary

GRANTOR'S

COLUMBIAN HOMES CO.

By [Signature]
President

Attest: [Signature]
Secretary

WESTWOOD DEVELOPMENT CO.

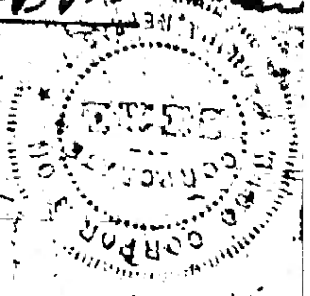
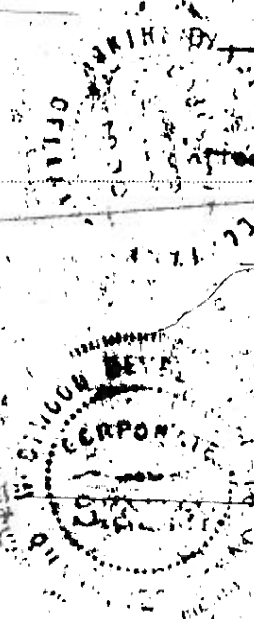
[Signature]
President

Attest: [Signature]
Secretary

8490 CORPORATION

By [Signature]
President

Attest: William B. Pittman
Secretary



IN THE PRESENCE OF:

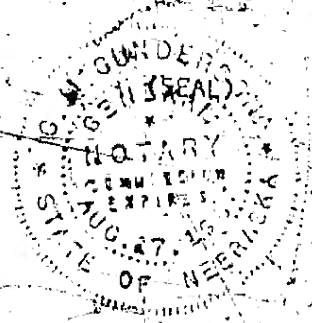
STATE OF NEBRASKA: SS,
COUNTY OF DOUGLAS:

On this 1st day of March A. D., 1965, before me
a Notary Public duly commissioned and qualified in and for said county and
state, personally came W. B. Haas, Vice President, and
L. 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 of [Signature] in said
county and state, the date aforesaid.

[Signature]
Notary Public

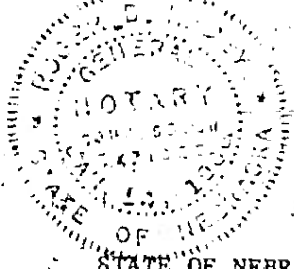
My commission expires: 8-17-67



STATE OF NEBRASKA)
)SS.
COUNTY OF DOUGLAS)

On this 25th day of 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 Ira S. Debnam, Secretary of Cornhusker Homes Co., 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.



Roger D. Haney
Notary Public

My Commission Expires: January 14, 1966

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

On this 25th day of February, A. D., 1965, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came Franklin P. Rogers, President, and L. A. Thornton, Secretary of Westwood Development Co., 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 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.



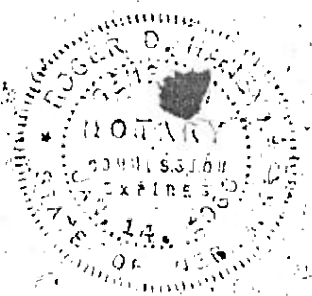
Roger D. Haney
Notary Public

My Commission Expires: January 14, 1966

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

On this 25th day of February, A. D., 1965, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came Ira S. Debnam, President, and A. B. Plattman, Secretary of 8490 Corporation, 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.



Roger D. Haney
Notary Public

My Commission Expires: January 14, 1966

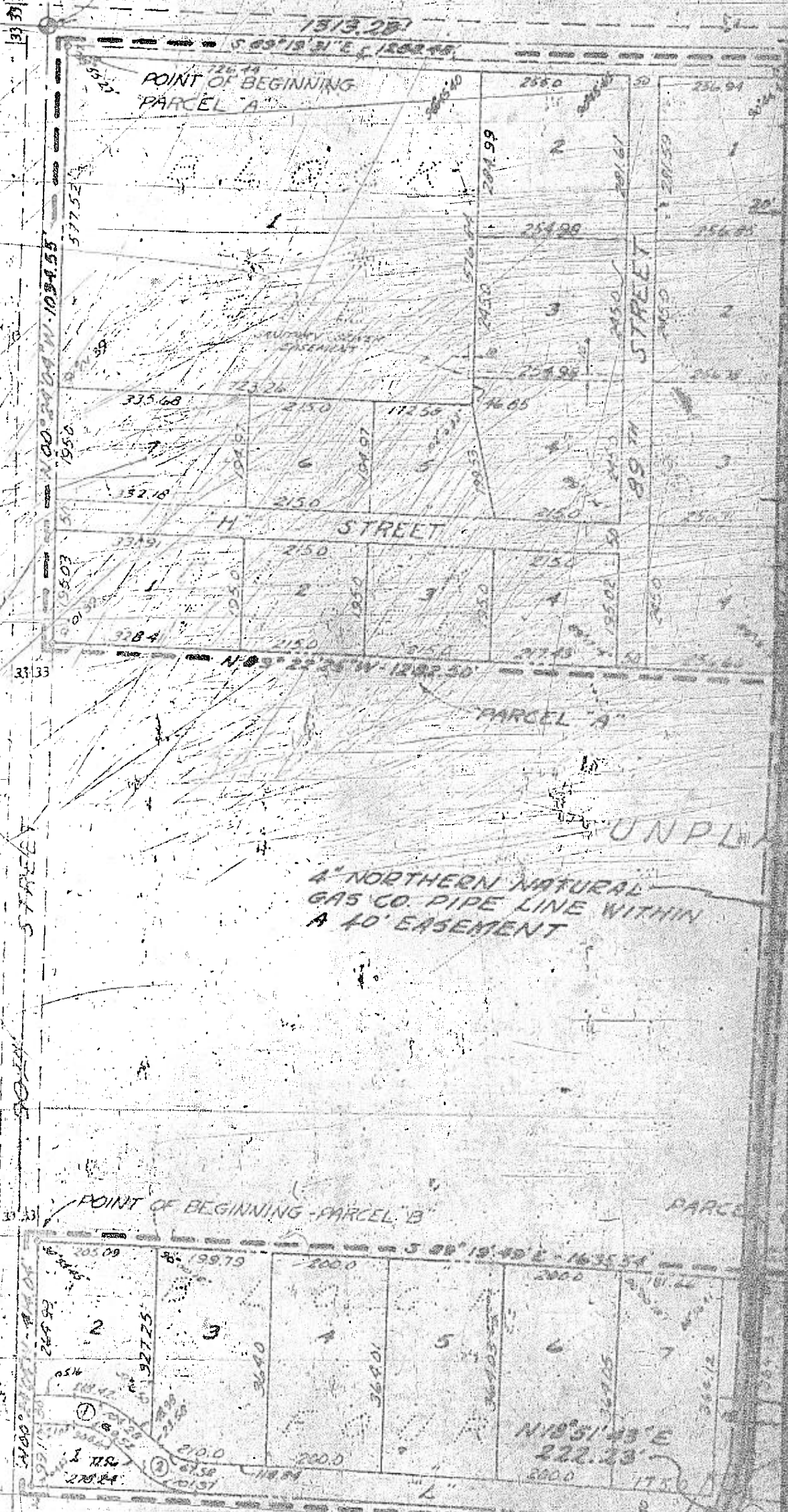
NORTH 1/4 COR., SEC. 3-14-12

UNPL

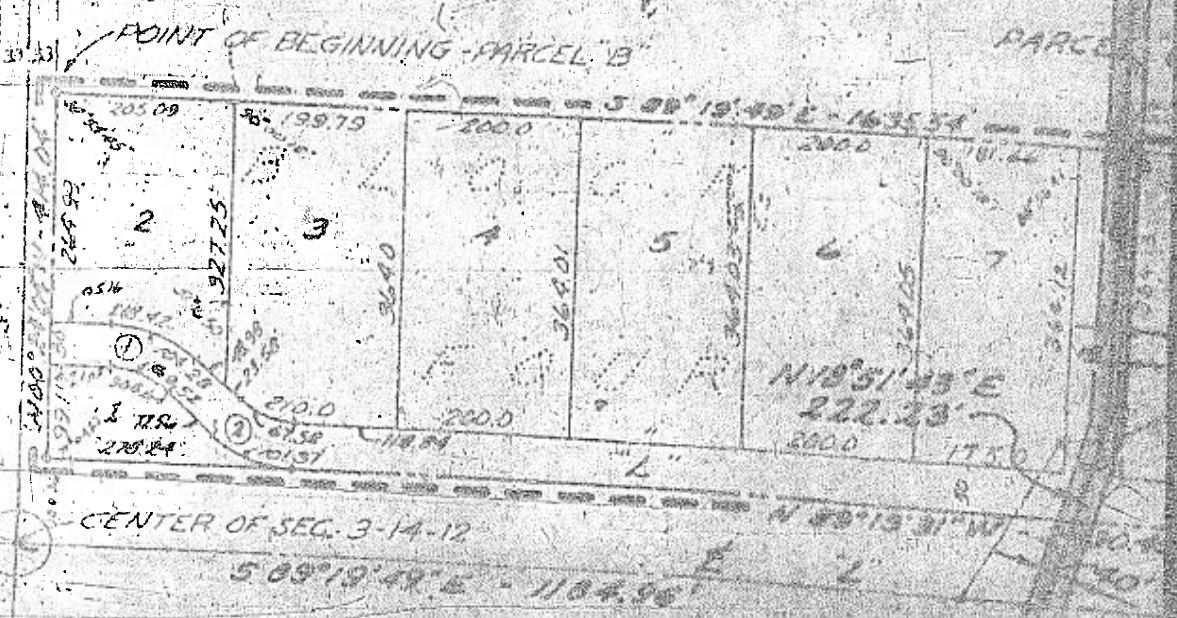
SUBDIVISION

KOCH'S

OMAHA INDUSTRIAL FOUNDATION



4" NORTHERN NATURAL GAS CO. PIPE LINE WITHIN A 40' EASEMENT



CENTER OF SEC. 3-14-12 N 89° 13' 31" W 5 09° 19' 49" E - 1184.98'

ATTED

CORNHUSKER INDUSTRIAL PARK

NW COR. NW 1/4
SEC 2-14-12

S N00°07'04"W
1066.39'



DATE: 10-22-42 ERROR OF CLOSURE: 1 in 10,000
SCALE: 1" = 200'

STREET

84 TH

ATTED

S N01°43'44"E
1341.72'

N 36°04'37"E - 344.60'

N 36°18'28"W - 50.01'

N 12°34'00"E - 28.14'

S 01°12'14"E - 113.13'

N 10°42'11"E - 132.03'

S 89°21'06"E - 586.87'

STREET

1100

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STREET

STREET

SW COR. NW 1/4
SEC 2-14-12



RECEIVED
MAY 2 03
THOMAS
REGISTRY
BOOK 426 PAGE 92

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