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MISC 2003 13495

RICHARD N. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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Document Prepared by/Returned to: Northern Natural Gas Co., ATTN: ROW Dept., P.O. Box 3330, Omaha, NE 68103-0330

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MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 11th day of April, 2003 by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation, with principal offices at 1111 South 103rd Street, Omaha, Nebraska 68124 (hereinafter referred to as "Northern"), and CELEBRITY HOMES, INC. (hereinafter referred to as "Owner", whether one or more).

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by Justus H. Bainbridge and Ethel M. C. Bainbridge on the 17th day of January, 1962 covering the following described premises in Douglas County, Nebraska:

The West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) except beginning 33 feet South of the Northeast corner of the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 2, thence South 330 feet, thence West 132 feet, thence North 330 feet, thence East 132 feet to place of beginning, containing 1 acre, all in Section 2, Township 15, Range 11 and the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) (79.44 acres) in Section 2, Township 15, Range 11; and

which Easement was recorded the 21st day of March, 1962, in Book 371 of Misc., at Page 23, in and for Douglas County, Nebraska (hereinafter referred as "Easement"); and

WHEREAS, pursuant to the authority contained in the Easement, Northern has constructed and currently operates and maintains a 16-inch pipeline through and across the premises above-described; and

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

See Exhibit "A" attached hereto and made a part hereof;

WHEREAS, the parties hereto desire to more clearly define their rights under the Easement and further desire to modify and amend the Easement 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:

Joanie Cotter
Contract Right-of-Way Agent
P.O. Box 3330
Omaha, NE 68103-0330

Northern Natural Gas Company
1111 South 103rd Street
Omaha, NE 68124-1000
402-398-7107 Telephone
402-398-7190 Fax
402-681-4080 Cellular
joan.cotter@nngco.com



1. That Northern shall, and by these presents does, hereby limit its right-of-way under the Easement across the Owned Premises only to a strip of land 86-feet in width, the centerline of which strip shall be the present location of Northern's existing 16-inch pipeline NEB 49301 (hereinafter referred to as "Pipeline Right-of-Way").

2. That Northern shall, and by these presents does, hereby release from the Easement all of its rights in and to the Owned Premises EXCEPT the Pipeline Right-of-Way described in Paragraph 1 above, upon which Pipeline Right-of-Way the Easement is retained in full force and effect, with all rights (including, without limitation, multiple line rights) originally granted to Northern in the Easement; and EXCEPT Northern retains its right of ingress to and egress from the Pipeline Right-of-Way, to which right the Owned Premises shall remain subject.

3. The Owner shall not build, create, construct, nor allow to be built, created, or constructed, any hard, gravel, or similar surface road, any improvements or structures of any nature, nor alter the grade or permit such alteration, anywhere within the Pipeline Right-of-Way without the written consent of Northern. Northern shall have the right to clear and keep cleared from within the Pipeline Right-of-Way all trees, brush, undergrowth, buildings, structures, improvements or other obstructions, and, Northern shall not be liable for loss, cost, or damage caused on the Pipeline Right-of-Way by keeping the Pipeline Right-of-Way clear of such trees, brush, undergrowth, buildings, structure, improvements, and other obstructions in the exercise of its rights hereunder.

4. The Owner shall allow Northern to establish aboveground marking along the centerline of the location of Northern's pipeline(s).


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.

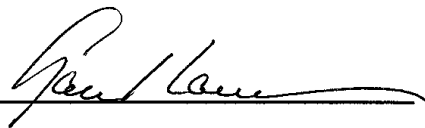
IN WITNESS WHEREOF, the parties have executed this instrument the day and year first above written.

"NORTHERN"

"CELEBRITY HOMES, INC."

NORTHERN NATURAL GAS COMPANY

By 
Glen R. Hass
Agent and Attorney-in-Fact

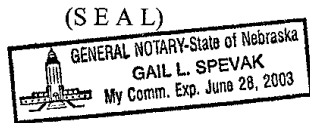
by 

Print Name **CELEBRITY HOMES, INC.**
GALE L. LARSEN, PRESIDENT

Its _____

STATE OF NEBRASKA)
)SS
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me, a Notary Public duly commissioned and qualified in and for said county and state, on this 14th day of April, 2003, by Glen R. Hass the Agent and Attorney-in-Fact of Northern Natural Gas Company.



Gail L. Spevak
Notary Public
My Commission Expires 6-28-03

STATE OF NEBRASKA)
)SS
COUNTY OF DODGE)

The foregoing instrument was acknowledged before me, a Notary Public duly commissioned and qualified in and for said county and state, on this 11th day of April, 2003, by Gale Larson the ~~CEO~~ President of Celebrity Homes, Inc.

(SEAL)



Loren Johnson
Notary Public
My Commission Expires Oct 30, 2005

Exhibit "A"

Except part taken for road purposes; the West Half of the Northeast Quarter and the East half of the Northwest Quarter of Section 2, Township 15 North, Range 11, East of the 6th P.M., in Douglas County, Nebraska;

EXCEPT;

A parcel of land in the North East Corner of the West 1/2 of the North East 1/4 of Section 2, Township 15, Range 11 East of the 6th P.M. Beginning 33 feet South of the North East Corner of West 1/2 of the North East 1/4 of Section 2, Township 15, Range 11, East of the 6th P.M.; thence South 330 feet; thence West 132 feet; thence North 330 feet; thence East 132 feet to the place of beginning containing 1 acres;

EXCEPT;

Part of the West 269 feet of the North 710 feet of the Northeast Quarter of Section 2, Township 15 North, Range 11 East of the 6th P.M., Douglas County, Nebraska and part of the East 50 feet of the North 701 feet of the Northwest Quarter of said Section 2 more closely described as:

Beginning at the North Quarter Corner of Section 2, Township 15 North, Range 11 East, thence 90° East assumed bearing, along the north section line 263.0 feet, thence South 0° East 708.00 feet to the center line of a creek, thence South 89°8' West 102.45 feet to the centerline of the creek, thence North 72°14'W 96.0 feet to the centerline of the creek, thence South 82°37' W 100.0 feet to the center of the creek, thence South 70°23'20" W 21.23 feet to the center of the creek, thence North 0°0'20" E 700.13 feet to the north section line, thence South 89°59'40" E 50.00 feet to the point of beginning. Containing 5.008 acres, including the county road right of way.

Above description is subject to an easement for passage of farm equipment along the north bank of the creek, described as follows: "From a point on the west line of the tract located 590 feet south of the section line thence easterly to a point on the east line of above described tract located 635 feet south of the section line, thence 25 feet south along the east property line, thence westerly to a point on the west line of the above described tract located 660 feet south of the section line."

AND EXCEPT;

A tract of land located in the SW1/4 of the NE1/4 of Section 2, Township 15 North, Range 11 East of the 6th P.M. Douglas County, Nebraska, more particularly described as follows:

Beginning at the Southeast corner of said SW1/4 of the NE1/4 of Section 2; thence S89°18'07" W (assumed bearing) along the South line of said NE1/4 of Section 2, a distance of 1013.29 feet; thence N00°41'53"W, a distance of 170.74 feet; thence N40°09'26"E, a distance of 655.82 feet; thence N46°25'41"E, a distance of 55.94 feet; thence N26°51'24", a distance of 50.00 feet; thence S63°08'36"E, a distance of 221.54 feet; thence N26°51'24"E, a distance of 104.19 feet; thence N35°28'13"E, a distance of 14.13 feet; thence N23°12'42"E, a distance of 274.78 feet; thence N17°46'18"E, a distance of 235.31 feet; thence N08°06'33"E, a distance of 228.50 feet; thence N89°52'36"E, a distance of 61.14 feet to a point on the East line of said SW1/4 of the NE1/4 of Section 2, thence S00°06'43" E along said East line of the SW1/4 of the NE1/4 of Section 2, a distance of 1450.12 feet to the point of beginning.

More specifically Lots 13-18, Lots 293-305 and Lot 167 (Park) of Westin Hills West.