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PARTIAL ASSIGNMENT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS;

That NORTHERN NATURAL GAS COMPANY, Division of InterNorth, Inc., a Delaware Corporation, having its principal place of business at 2223 Dodge Street, Omaha, Nebraska, herein called the "Assignor", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Assignee, the receipt of which is hereby valuable consideration paid by Assignee, the receipt of which is hereby acknowledged, does hereby sell, assign, quit claim and convey unto the City of Omaha, Nebraska herein called the "Assignee", only so much of the right, title and interest of the Assignor in a 3" pipeline and the following easements: An easement dated March 3, 1951 from Gertrude Dietz and Ernest H. Dietz, husband and wife, as grantors, to Northern Natural Gas Company as grantee and recorded in Book 263 at Page 615 of the Miscellaneous Records at the Register of Deeds office, Douglas County, Nebraska; a certain modified easement dated August 3, 1961 with the Ralston Development Corporation and recorded in Book 382 at Page 611 of Miscellaneous Records at the Register of Deeds Office, Douglas County, Nebraska, certain modified easement dated May 30, 1972 with the Ralston Development Corporation and recorded in Book 512 Page 129 of the Miscellaneous Records at the Register of Deeds office, Douglas County, Nebraska; an easement dated August 7, 1959 from the Ellsworth Corporation as grantors, to Northern Natural Gas Company, as grantee, and recorded in Book 345 of the Miscellaneous records at the Register of Deeds office. Douglas County, Nebraska; and a certain modified easement dated December 10, 1968 with Applewood, Inc. and recorded in Book 471 and Page 709 of the Miscellaneous Records at the Register of Deeds office, Douglas County, Nebraska; an easement dated September 12, 1958 from Arthur F. Blum and Irene H. Blum, husband and wife as grantors, to Northern Natural Gas Company as grantee and recorded in Book 335 at Page 121 of Miscellaneous Records at the Register of Deeds office, Douglas County, Nebraska; a modification of easement dated June 16, 1966 with Sheldon Harris etal and recorded in Book 439 at Page 143 of the Miscellaneous Records at the Register of Deeds Office, Douglas County, Nebraska; an easement dated April 8, 1968 from Saturn Development as grantor, to Northern Natural Gas Company, as grantee and recorded in Book 462 at Page 1 of the Miscellaneous Records at the Register of Deeds office, Douglas County, Nebraska; and a second modification of easement dated June 27, 1977 with the Baron Corporation and recorded in Book 584 at Page 66 of the Miscellaneous Records at the Register of Deeds office, Douglas County, Nebraska; an easement dated September 12, 1958 from William Borman and Anna Borman, husband and wife as granturs, to Northern Natural Gas Company, as grantee and recorded in Book 335 at Page 119 of the Miscellaneous Records at the Register of Deeds office, Douglas County, Nebraska; a modification of easement dated December 6, 1965 with Madeline Jacobson Properties, Inc. etal and recorded in Book 432 at Page 535 of the Miscellaneous Records at the Register of Deeds office, Douglas County, Nebraska; an easement dated April 28, 1972 from Madeline Jacobson Properties, Inc. and Signal Mail Dark or grantons to Northern Natural Gas Company as grantons and Hill Park as granturs to Northern Natural Gas Company, as grantee, and recorded in Book 512 at Page 145 of the Miscellaneous Records at the Register of Deeds office, Douglas County, Nebraska; and an easement dated May 10, 1971 from Fred Hutchinson and Maureen Hutchinson, husband and wife and Madeline Jacobson Properties, Inc. as grantors to Northern Natural Gas Company, as grantee, and recorded in Book 499 at Page 419 of the Miscellaneous Records at the Register of Deeds office, Douglas County, Nebraska; an easement dated September 9, 1958 from Max H. Speck and Esther C. Speck, husband and wife as grantors, to Northern Natural Gas Company, as grantee and recorded in Book 335 at Page 117 of the Miscellaneous Records at the Register of Deeds office, Douglas County, Nebraska; a modification of easement dated April 4, 1963 with Madeline Jacobson Properties, Inc. and recorded in Book 398 at Page 677 of the Miscellaneous Records at the Register of Deeds office, Douglas County, Nebraska; an easement dated February 12, 1958 from Clarence Schroeder and Pearl Schroeder, husband and wife etal, as grantor to Northern

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Natural Gas Company, as grantee and recorded in Book 329 at Page 131 of the Miscellaneous Records at the Register of Deeds office, Douglas County, Nebraska; a modification of easement dated October 18, 1968 with Oaks, Inc. and recorded in Book 470 at Page 29 of the Miscellaneous Records at the Register of Deeds office, Douglas County, Nebraska as pertains to the following described properties:

> 93rd Street and 96th Street in Bay Meadows Subdivision in the Northwest Quarter (NW1/4) Subdivision in the Northwest Educater (NET of the North, Section Ten (10) Township Fourteen (14) North, Range Twelve (12) East., Northeast Quarter (NET of the Net of the Net of the North in Section Nine (9) Township Fourteen (14) North in Section Nine (9) Township Fourteen (14) North Range Twelve (12) East., Lot 1, 104th Street, 107th Street, 108th Street and "W" Street in Dak Heights 2nd, 3rd and 4th Platting in the Dak Heights 2nd, 3rd and 4th Flatting in the Northwest Quarter (NW1/4) Section Nine (9) Township Fourteen (14) Range Twelve (12) East., East-half Northwest Quarter (E1/2NW1/4) East of Interstate., 108th Street, 110th Street, Borman Avenue, 111th Street, "U" Street, "V" Street, 112th Street, 113th Street, 114th Street, all West of Street, 113th Street, 114th Street, all West of 114th Street, all in Roxbury Subdivision in North-east Quarter (NE1/4) Section Eight (8) Township Fourteen (14) North, Range Twelve (12) East., 122nd Street and 123rd Street in Signal Hills Park Replat and all West of 123rd Street in Signal Hills Parkinthe East-half Northeast Quarter (E1/2NE1/4) Section Seven (7) Township Fourteen (14) North, Range Twelve (12) East., 124th Street in the West-half Northeast Quarter (W1/2NE1/4) Section Seven (7) Township Fourteen (14) North, Range Twelve (12) East., and Dak Drive in the East-half Northwest Quarter (E1/2NW1/4) Section Seven (7) Township Fourteen (14) North, Range Twelve (12) East., all in Douglas County, Nebraska

And the said City of Omaha, Nebraska, by the acceptance here does hereby covenant and agree to save and hold the said Northern Natural Gas Company, Division of InterNorth, Inc., harmless from any obligation, loss, liability or expense arising out of or in any manner attributable to the exercise by said Assignee of any rights under said easement grants from this day forward.

executed by its Vice-president and Secretary at Omaha, Nebraska, this thiday of Jension, 1984. IN WITNESS WHEREOF, the Assignor has caused this instrument to be

Secretar

NORTHERN NATURAL GAS COMPANY Division of InterNorth, Inc.

> Vi CZ -President

STATE OF NEBRASKA

2 8 800 But 1

COUNTY OF DOUGLAS

Public duly commissioned and qualified in and for said county and state, personally came (1000). Personally came (1000) of NORTHERN NATURAL GAS CUMPANY, Division of InterNorth, Inc., who are personally known to me to be the identical persons whose names are affixed to the above instrument as

Vice-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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Mary Beth Garash

A SEMERAL HOTANY-State of Hobsenho
MARY BETH JAROSH
My Comm. Exp. Aug. 12, 1986

My commission expires 8-12-86

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PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS

To Whom It May Concern:

The undersigned, owner of all the lots in Cak Heights, 2nd Platting, hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of all of said lots until January 1, 1992.

If the present or future owners of any of said lots, or their grantees, heirs or assigns shall violate or attempt to violate any of these covenants, it shall be lawful for any other person of persons either to prevent him or them from so doing or to recover damages for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof, which shall remain in sull force and effect.

- A. Said lots shall be used for single-family purposes and for accessory structures incidental to residential use, or for church, or school purposes.
- B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the heighborhood.
- other outbuilding erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- D. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to install, operate and maintain their utility facilities, over; under and upon a five foot strip of land adjoining on the rear and side boundaries of said lots in said addition. No permanent buildings, trees, retaining walls or loose rock walls shall be placed in the said easements, but same may be used for shrubs, gardens, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.
- E. Portland concrete public sidewalks, four feet wide by four inches thick shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed five feet back of street curb line.
- shall be erected, altered or placed on any building plot in the subdivision until complete plans, specifications and plot plan showing
 ithe location of such building or improvement have been approved in
 writing by Saturn Enterprises, Inc., as to use, conformity and harmony of external design with existing structures, topography and
 finished ground elevation.

G. Dwellings shall be restricted to the following minimum *BOOK square foot ground floor area, exclusive of garages, breezeways and porches: 1,000 square feet for a one story or step-up style dwelling. 750 square feet on each floor in a full two story dwelling. IN WITNESS WHEREOF, the said Saturn Enterprises, Inc. has caused its hand and seal to be affixed this 21st day of May, 1968. SATURN ENTERPRISES, INC. Attest Secretary COUNTY OF DOUGLAS) On this 21st day of May, 1968, before me the undersigned a Notary Public, duly commissioned and qualified for in said county, personally came Alan O. Dickey, President, and Louis A. Seminara, Secretary, of Saturn Enterprises, Inc., a corporation, to me personally known to be the identical persons whose names are affixed to the above instrument, and acknowledged the frecution thereof to be their voluntary act and deed as such officers and the voluntary act and deed of said corporation and that the corporate seal of the said corporation was thereto affixed by its authority. WITNESS my hand and Notarial Seal at Omaha in said count the day and year last above written. Commission expires: MERCHAL INDEX AND RECORDED METHIC HERISTER OF DEEDS OFFICE IN BOUGLAS COUNTY, MESON 1968 AT 3: 45 PM TROMAS L'OCCUMICA DECISTER OF DE