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RICHARD N. TAKKACHI  
REGISTRAR  
DOUGLAS COUNTY, NE

Nov 12 3 58 PM '97

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This Instrument Drafted by  
And To Be Returned To:  
Right-of-Way Department  
Northern Natural Gas Company  
P.O. Box 3330  
Omaha, Nebraska 68103

49301-101

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 7<sup>th</sup> day of October, 1997, 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 APOLLO BUILDING CORP., A NEBRASKA CORPORATION (hereinafter referred to as "Owner", whether one or more).

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by Nellie Dillon Anderson on the 23rd day of February, 1962, covering the following described premises in Douglas County, Nebraska:

The E 123 2/3 rods of the E 3/4 of the N 1/2 of Sec. 1; except beginning at the SE <sup>NE</sup> corner of the NE 1/4, thence N 938'; thence W 340.55'; thence S 938'; thence E <sup>NE</sup> 340.55' to the point of beginning. <sub>SE 5E 56A</sub>

which Easement was recorded the 17th day of April, 1956, in Book 379 of Miscellaneous at Page 177, 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, by this reference, 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:

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 50 feet in width, as described and shown on Exhibit "B" attached hereto and, by this reference, made a part hereof, the centerline of which strip shall be the present location of Northern's 16-inch pipeline (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, and, to the extent that written permission has not been given under the terms of a separate recorded agreement between Owner and Northern permitting certain limited use by Owner of Northern's Pipeline Right-of-Way, 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 present location of Northern's pipelines as described in Paragraph 1 above.

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 NATURAL GAS COMPANY APOLLO BUILDING CORP.

By David W. Snelcar *DS* By Terrence J. Fienie

Title Agent and Attorney-in-Fact Print Name Terrence J. Fienie

Title: President

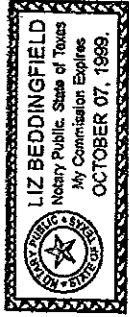
STATE OF TEXAS )  
 )SS  
COUNTY OF HARRIS )

On this 4th day of November 1997, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came David W Snelcar, the Agent and Attorney-in-Fact of Northern Natural Gas Company, who is personally known to me to be the identical person whose name is affixed to the above instrument in the capacity stated, and he acknowledged the said instrument to be his free and voluntary act and deed and the free and voluntary act and deed of said corporation.

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

(SEAL)

Liz Beddingfield  
Notary Public  
My Commission Expires \_\_\_\_\_



STATE OF )  
)SS  
COUNTY OF )

The foregoing instrument was acknowledged before me, a Notary Public duly commissioned and qualified in and for said county and state, on this 7<sup>th</sup> day of OCTOBER, 1997, by TERRENE J. FIGENEC the President of Apollo Building Corp.

(SEAL) Joseph C. Franer  
Notary Public  
My Commission Expires JAN. 20, 98

STATE OF )  
)SS  
COUNTY OF )



The foregoing instrument was acknowledged before me, a Notary Public duly commissioned and qualified in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 1997, by \_\_\_\_\_

(SEAL) \_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

EXHIBIT "A"

92 k.

I HEREBY CERTIFY THAT I HAVE MADE A BOUNDARY SURVEY OF THE SUBDIVISION DESCRIBED HEREIN AND THAT PERMANENT MARKERS HAVE BEEN FOUND OR SET AT ALL CORNERS OF SAID BOUNDARY AND THAT A BOND WILL BE POSTED WITH THE CITY OF OMAHA TO INSURE THAT IRON PIPES WILL BE SET AT ALL LOTS CORNERS, ANGLE POINTS AND AT THE ENDS OF ALL CURVES WITHIN SAID SUBDIVISION TO BE KNOWN AS HILLSBOROUGH ESTATES, LOTS 1 THRU 11, INCLUSIVE, BEING A PLATTING OF PART OF THE NE 1/4 OF SECTION 1, T15N, R11E OF THE 6TH P.M., DOUGLAS COUNTY, NEBRASKA AND LOT 12 THRU 98, INCLUSIVE AND OUTLOTS 1 THRU 4, INCLUSIVE, A CLUSTER SUBDIVISION, BEING A PLATTING OF PART OF SAID NE 1/4, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS BEGINNING AT THE SE CORNER OF LOT 585, HILLSBOROUGH, A SUBDIVISION AS SURVEYED, PLATTED AND RECORDED IN SAID DOUGLAS COUNTY; THENCE N00°12'39"W (ASSUMED BEARING) 853.71 FEET ON THE EAST LINE OF SAID HILLSBOROUGH AND ON THE WESTERLY LINE OF A TRACT OF LAND DESCRIBED ON A REFEREE'S DEED IN PARTITION RECORDED IN DEED BOOK 1709 AT PAGE 415 OF THE DOUGLAS COUNTY RECORDS AND HEREINAFTER CALLED TRACT "A"; THENCE N89°55'03"E 575.00 FEET ON THE NORTH LINE OF SAID TRACT "A"; TO THE NE CORNER THEREOF; THENCE S00°12'57"W 509.69 FEET ON THE EASTERLY LINE OF SAID TRACT "A" AND ON A LINE 35.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID NE 1/4; THENCE N89°50'08"W 257.37 FEET ON THE EASTERLY LINE OF SAID TRACT "A"; THENCE S00°10'52"W 299.95 FEET ON THE EASTERLY LINE OF SAID TRACT "A"; THENCE S00°11'11"W 937.73 FEET ON THE EASTERLY LINE OF SAID TRACT "A"; TO THE SE CORNER THEREOF; THENCE N89°41'15"W 1699.02 FEET ON THE SOUTHERLY LINE OF SAID NE 1/4 AND ON THE SOUTHERLY LINE OF SAID TRACT "A" TO THE SW CORNER THEREOF; SAID SW CORNER BEING ON THE EAST LINE OF 136TH STREET; THENCE N00°10'59"E 890.54 FEET ON THE EAST LINE OF 136TH STREET AND ON THE WESTERLY LINE OF SAID TRACT "A" TO THE NW CORNER THEREOF; SAID CORNER BEING ON THE SOUTH LINE OF LOT 566, SAID HILLSBOROUGH; THENCE S89°41'15"E 1437.81 FEET ON THE NORTHERLY LINE OF SAID TRACT "A" AND ON THE SOUTH LINE OF SAID HILLSBOROUGH TO THE POINT OF BEGINNING.

