

This Instrument Drafted By:
Right-of-Way Department
Northern Natural Gas Company
P. O. Box 3330
Omaha, Nebraska 68103-0330

INSTRUMENT NUMBER
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Cecelia E. Weeth
REGISTER OF DEEDS

491-1-10

MODIFICATION AND AMENDMENT OF EASEMENT GRANT

This instrument made and entered into this 22nd day of September, 1993, by and between NORTHERN NATURAL GAS COMPANY, a Delaware corporation (hereinafter referred to as "Northern"), and MARY C. COCKERILL, a single person, (hereinafter referred to as "Owner").

WITNESSETH THAT:

WHEREAS, Northern is the holder of an Easement granted by Cecelia E. Weeth on the 24th day of March, 1962, covering the following described premises in Sarpy County, Nebraska:

The South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) in Section 31, Township 14 North, Range 11 East;

which Easement was recorded the 5th day of April, 1962, in Book 29 of Miscellaneous at Page 551 in the Office of the Register of Deeds for Sarpy County, Nebraska (hereinafter referred to as "Easement"); and

WHEREAS, pursuant to the authority contained in the Easement, Northern has constructed and currently operates and maintains a 2-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"):

Tax Lot 1A1, being in the Northwest Quarter (NW $\frac{1}{4}$) of Section 31, Township 14 North, Range 11 East, excepting the cemetery, Tax Lot 1B, Tax Lot 1A2, Tax Lot 2, and Weeth's First Addition.

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 70 feet in width, the centerline of which strip shall be the present location of Northern's 2-inch pipeline.

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 strip of land described in Paragraph 1 above, upon which strip 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.

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 on the land upon which Northern has reserved its Easement rights, without the written consent of Northern, and, to the extent that written permission has not been given, Northern shall have the right to clear and keep cleared from within the 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 right-of-way by keeping the right-of-way clear of such trees, brush, undergrowth, buildings, structures, 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 pipeline 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"

"OWNER"

NORTHERN NATURAL GAS COMPANY

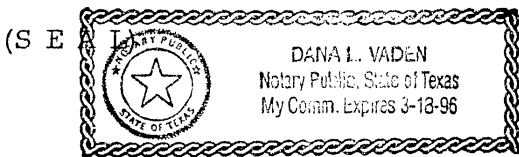
By Charles B. Bowman
Charles B. Bowman
Title Agent and Attorney-in-Fact

Mary C. Cokerill
Mary C. Cokerill

STATE OF TEXAS)
)SS
COUNTY OF HARRIS)

On this 11 day of October, 1993, before me a Notary Public duly commissioned and qualified in and for said county and state, personally came Charles B. Bowman, 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.



Dana L. Vaden
Notary Public
My Commission Expires 3/18/96

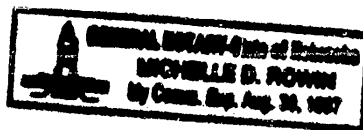
STATE OF Nebraska)
)SS
COUNTY OF Sarpy)

On this 22nd day of September, 1993, before me a Notary Public duly commissioned and qualified in and for said county and state, personally appeared Marcey C. Cookinell, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

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

(S E A L)

Michelle D. Rowin
Notary Public
My Commission Expires 8-30-97



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