

FILED SARPY CO. NE.
INSTRUMENT NUMBER
99-012291

99 APR 26 PM 12: 23

Glenn J. Dowling
REGISTER OF DEEDS

99-012291
Counter STEVEN
Verify: ank
D.E.: ank
Proof: 30.50
Fee: 30.50
Lk X
Cash X
Charge F

(E)

This instrument was drafted by Williams Pipe Line Company, a Delaware corporation, P.O. Box 21628, Tulsa, Oklahoma 74121-1628, 918/599-4028.

PARTIAL RELEASE AND GRANT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS that WILLIAMS PIPE LINE COMPANY, (formerly Williams Brothers Pipe Line Company), a Delaware corporation with its principal place of business in Tulsa, Oklahoma, party of the first part, (hereinafter called "WPL"), for and in consideration of One Dollar (\$1.00) in hand paid by SOUTHWEST MALL PARTNERS LIMITED PARTNERSHIP, a Nebraska limited partnership, party(ies) of the second part, (hereinafter called "Landowner", whether one or more) and the covenants hereinafter contained to be kept by Landowner, WPL does hereby release and forever quit claim, with the intent to extinguish, all of its right, title and interest acquired by that certain Right of Way Agreement executed by Caroline Borman and Socony-Vacuum Oil Company, on the 27th day of February, 1941, and filed for record in the office of the Register of Deeds of Sarpy County, Nebraska on the 11th day of March, 1941, in Book 10 at Page 455 and assigned to Magnolia Pipe Line through an assignment and conveyance recorded in Book 26 at Page 126 in Sarpy County on January 14, 1960, and later assigned from Magnolia Pipe Line/Socony-Vacuum Oil Company to Williams Pipe Line through an assignment and conveyance recorded in Book 57 at Page 31 in the said county and state on January 18, 1984, in and to the following and no other described land in the County of Sarpy and the State of Nebraska, (Owner's Land) which Landowner represents and warrants to be the present owner of:

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

EXCEPTING AND RESERVING unto WPL, its successors and assigns, all right, title and interest acquired by virtue of the aforementioned Right of Way Agreement dated February 27, 1941, in and to the following described parcel or strip of land (hereinafter called the "Easement Tract"):

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A 100.00 foot wide strip of land lying within the NW/4 of the NW/4 of Section 17, Township 14N, Range 12E of the 6th P.M., Sarpy County, Nebraska, the centerline of said 100.00 foot wide strip of land being 50 feet to the east and 50 feet to the west of the pipeline and described as follows: Commencing at the NW corner of said NW/4;

Thence N87°38'24"E (assumed bearing) 736.43 feet on the northerly line of said NW/4;
Thence S04°44'45"E 68.93 feet to the southerly line of Interstate 80 right-of-way and the point of beginning;

Thence continuing S04°44'45"E 169.79 feet to the southerly line of Harry Anderson Avenue right-of-way and the point of termination with the outer limits of said 100.00 foot wide strip of land being extended to meet the southerly line of said Interstate 80 and the northerly line of said Harry Anderson Avenue; also

A 100.00 foot wide strip of land lying within the NW/4 of the NW/4 of Section 17, Township 14N, Range 12E of the 6th P.M., Sarpy County, Nebraska, the centerline of said 100.00 foot wide strip of land being 50 feet to the east and 50 feet to the west of the pipeline and described as follows: Commencing at the NW corner of said NW/4;

Thence N87°38'24"E (assumed bearing) 736.43 feet on the northerly line of said NW/4;
Thence S04°44'45"E 659.13 feet to the southerly line of Harrison Street right-of-way and the point of beginning;

Thence continuing S04°44'45"E 483.66 feet;

Thence S47°34'20"W 159.40 feet to the easterly line of the Union Pacific Railroad and the point of termination with the outer limits of said 100.00 foot wide strip of land being extended to meet the southerly line of said Harrison Street and the easterly line of said Union Pacific Railroad.

AND FURTHER EXCEPTING AND RESERVING unto WPL, the right of ingress and egress and the right to use temporary work space as desired, on, over, and across Owner's Land.

It is strictly understood that nothing herein contained shall in anywise diminish WPL's right, title and interest, in and to the Easement Tract above excepted unto WPL.

It is further understood and agreed that the Landowner will not erect, construct, plant or create any building, improvement, roads, structure, trees, shrubs or obstruction of any kind either on, above, or below the surface of the ground on the Easement Tract, or change the grade or elevation thereof, or cause or permit these things to be done by others, without the prior written permission of WPL. Landowner further agrees not to

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perform or allow to be performed by others any such construction or mining activities which would endanger lateral support for the ground within the Easement Tract. The Landowner shall assume, indemnify, save harmless, and at WPL's option, defend WPL, its affiliated companies and their directors, officers, employees, and agents, and their successors and assigns, from all cost, loss, damage, expense, or claim of any nature arising from any acts of Landowner, permitted by WPL or otherwise, or from the existence of any construction or mining so permitted.

In consideration of One and no/100 Dollar (\$1.00) and other consideration paid by WPL to Landowner, the receipt and sufficiency of which is hereby acknowledged, the aforementioned Right of Way Agreement is hereby amended by Landowner in that Landowner hereby grants, sells and conveys to WPL the free, uninterrupted, perpetual and commercial right, privilege and easement to lay, construct, maintain, inspect, operate, repair, replace, change the size of, protect and remove (a) existing and future pipelines for the transportation of liquids, gases or other materials which can be transported through a pipeline, with fittings, valves, cathodic protection equipment and related appurtenances, and (b) existing and future lines, cables, conduits and related equipment and appurtenances for telecommunications or other purposes, whether or not related to pipelines (all the foregoing being sometimes hereinafter collectively called "WPL's Lines") over, through, under and across the Easement Tract, together with the right of ingress and egress across Owner's Land for all purposes incident to the exercise of the aforesaid rights, the right to environmentally remediate Owner's Land if a release should occur from WPL's Lines and the right to place on Owner's Land incidental equipment to facilitate the exercise of the aforesaid rights. No additional compensation shall be payable to Landowner for the aforesaid rights or any damage resulting to the property of Landowner, Landowner's successors or assigns, except where expressly provided for in the aforementioned Right of Way Agreement; provided, however, WPL shall have the right to keep the Easement Tract clear of trees, undergrowth, brush, ornamental or other vegetation. The aforementioned Right of Way Agreement is restated accordingly.

The covenants contained in this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, successors and assigns. WPL shall have the right to assign the rights granted herein or in the aforementioned Right of Way Agreement in whole or in part. WPL executes this Agreement solely on its own behalf. WPL does not represent, through this Agreement or otherwise, any other entity other than WPL and its future successors and assigns.

It is further understood and agreed that WPL is hereby released from the covenants contained in the aforesaid Right of Way Agreement as to the lands herein released from the burdens thereof.

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IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year below our signatures indicated.

WILLIAMS PIPE LINE COMPANY

By Bryan E. Young
Bryan E. Young, Manager
Real Estate Services
Attorney-in-Fact

Date 4-19-99

**SOUTHWEST MALL PARTNERS
LIMITED PARTNERSHIP:**

By: M.B. Venture Corporation, general partner

Jon E. Batesole
JON E. BATESOLE
VICE PRESIDENT

Date 3-26-99

99-012291D

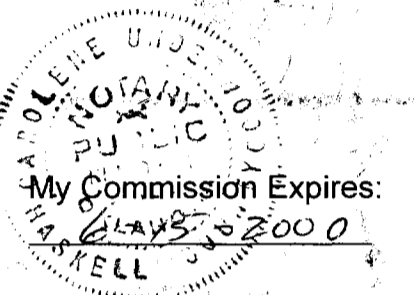
STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 19th day of April, 1999 personally appeared Bryan E. Young, Manager of Real Estate Services and Attorney-in-Fact for Williams Pipe Line Company, a Delaware corporation, by virtue of an April 1, 1998, Power of Attorney filed for record July 27, 1998, in the County of Tulsa, State of Oklahoma, in Book 6083 at page 2256, as Document 98081311, and that said instrument was signed on behalf of said corporation, and said Bryan E. Young acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed by official seal at my office in said county and state the day and year last above written.

Notary Public

Carolene Underwood



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

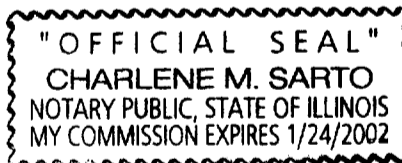
On this 26th day of March, 1999, before me appeared Jon E. Batesole, to me personally known, who, being by me duly sworn, did say that he/she is the Vice President of M. B. Venture of Southwest Mall Partners Limited Partnership and that said instrument was signed and sealed in behalf of said limited partnership by authority of its general partner, and said Vice President acknowledged said instrument to be the free act and deed of said limited partnership.

Corporation, the general partner

In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

Charlene M. Sarto
Notary Public

My Commission Expires:
1-24-02



99-012291E

File No. T-9707710

EXHIBIT 'A'

Commencing at the North Quarter corner of Section 17-14-12; thence South $02^{\circ}33'29''$ East (assumed bearing) along the East line of the Northwest Quarter of said Section 17-14-12, a distance of 33 feet to the point of beginning (said point also being located on the South right-of-way line of Harrison Street); thence North $87^{\circ}38'24''$ East along the said South right-of-way line of Harrison Street, a distance of 336.46 feet; thence South $00^{\circ}08'15''$ West, a distance of 995.95 feet; thence South $21^{\circ}21'40''$ East, a distance of 1052.34 feet; thence South $12^{\circ}04'42''$ East, a distance of 690.63 feet to a point located on the Northerly right-of-way line of the C.B. & Q. Railroad (said point also being located on a curve); thence Southwesterly along a 2914.79 foot radius curve to the left (said curve a.k.a. The Northerly right-of-way line of the C.B. & Q Railroad), an arc distance of 1214.42 feet (chord bearing South $67^{\circ}52'58''$ West, chord distance of 1205.64 feet) to a point located on the Northeasterly right-of-way line of the Union Pacific Railroad; thence North $42^{\circ}59'50''$ West along the said Northeasterly right-of-way line of the Union Pacific Railroad, a distance of 3,418.13 feet to a point located on the Southeasterly right-of-way line of said Harrison Street; thence North $45^{\circ}15'09''$ East along the said Southeasterly right-of-way line of Harrison Street, a distance of 459 feet to a point of curvature; thence Northeasterly along a 400 foot radius curve to the right (said curve a.k.a. the Southeasterly right-of-way line of Harrison Street), an arc distance of 175 feet (chord bearing North $57^{\circ}47'10''$ East, chord distance of 173.61 feet) to a point of tangency; thence North $74^{\circ}27'12''$ East along the said Southeasterly right-of-way line of Harrison Street, a distance of 377.7 feet to a point located on the said South right-of-way line of Harrison Street; thence North $87^{\circ}33'41''$ East along the said South right-of-way line of Harrison Street, a distance of 1751.19 feet to the point of beginning EXCEPT the parcel of real estate conveyed to Sarpy County, Nebraska in Deed filed April 7, 1987 in Deed Book 162 at page 868.