

95-12698

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 Grantor, for and in consideration of One Dollar (\$1.00) in hand paid Delmar E. Dietz Farms, LTD., a Limited Partnership, parties of the second part, hereinafter called Grantee, and the covenants hereinafter contained to be kept by Grantee, does hereby release, quit claim, and convey unto the said Grantee with the intent to extinguish, all of its right, title and interest acquired by that certain Right of Way Agreement executed by John Schobert and Bertha L. Schobert, his wife, on the 20th day of November, 1945, and filed for record in the office of the County Clerk of Sarpy County, Nebraska on the 14th day of February, 1946, in Book 12 of Misc. at Page 605 and by that certain Right of Way Agreement executed by John Schobert and Bertha L. Schobert, his wife on the 22nd day of April, 1946 and filed for record on the 13th day of May, 1946, in Book 12 of Misc. at Page 687 in the office of the County Clerk of Sarpy County, Nebraska and assigned to Williams Brothers Pipe Line Company by Conveyance and Assignment dated March 15, 1966, and filed for record in the office of the said County Clerk, in Book 126 of Deeds at Page 277, in and to the following and no other described land in the County of Sarpy and the State of Nebraska:

The West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 30, Township 14 North, Range 13 East of the 6th P.M., except a tract of land containing 0.61 acres, more or less, and described as follows: Commencing at a point on the North line of said Section 30, which is 11.80 feet East of the North Quarter corner of said Section 30; thence East along the North line of said Section 30, a distance of 130 feet; thence South 205 feet; thence West 130 feet; thence North 205 feet to the Point of Beginning; all angles being 90°00'. The North 33 feet of this Tract is in the County road.

The whole of the Tract conveyed in this paragraph being known as Tax Lot 3A of said Section 30; and a part of the Northwest Quarter (NW $\frac{1}{4}$) of Section 30, Township 14 North, Range 13 East of the 6th P.M., described as follows: Beginning at the Northwest corner of said Section 30, and running thence South 111 $\frac{1}{2}$ rods; thence East 144 rods 8 $\frac{1}{2}$ links to the East line of said Northwest Quarter (NW $\frac{1}{4}$); thence North 111 $\frac{1}{2}$ rods to the North line of said Section 30; thence West 142 rods 16 $\frac{1}{2}$ links to the Point of Beginning, known as Tax Lot 4 of said Section 30, and

The West Half of the East Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 30, Township 14 North, Range 13 East of the 6th P.M., known as Tax Lot Two (2) of said Section 30,

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nature arising from any acts of the Grantee so permitted by the Grantor or from the existence of any construction so permitted. The covenants contained in this paragraph 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.

In consideration of One Dollar and other consideration paid by Williams, the aforementioned Right of Way Agreement is hereby amended by Grantee, to grant Williams, its successors and assigns the right within the land excepted and reserved above, to construct, install, operate, maintain, replace, repair, and remove such pipeline and underground communications systems as Williams may from time to time require for pipeline communications or transmission of communications for or by others. Such communications systems shall consist of underground conduits, cables, and other appurtenances, together with the rights of ingress and egress over and across the above described released tracts.

The conduits and cables will be placed in an existing pipeline. Any appurtenances not capable of being installed in the pipeline will be buried at a depth equal to the pipeline containing the communications system.

It is further understood and agreed that Grantor may clear any trees, shrubs, or other landscape objects from the reserved tract at any time or times it desires. Grantee is not entitled to any compensation for such items removed.

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

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

(SEAL)

GRANTOR:

WILLIAMS PIPE LINE COMPANY

By

Andrew S. Ninick, Supervisor
Real Estate & Claims
Attorney-in-Fact

Date

April 17, 1995

95-12698C

GRANTEES:

DELMAR E. DIETZ FARMS, LTD.,
A LIMITED PARTNERSHIP

By

Betty J. Hein
Date April 14, 1995 *

STATE OF OKLAHOMA

)
) SS
)

COUNTY OF TULSA

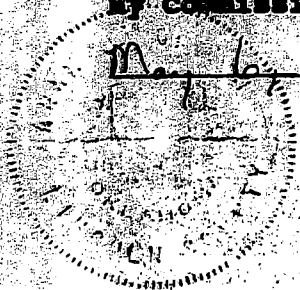
Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 17th day of April, 1995, personally appeared Andrew S. Nimick, Supervisor, Real Estate and Claims, who being by me duly sworn, did say that he is the Attorney-in-Fact for Williams Pipe Line Company, a Delaware corporation, by virtue of a March 17, 1994, Power of Attorney filed for record March 23, 1994, in the County of Tulsa, State of Oklahoma, in Book 5607 at Page 1157, as Document 94034421, and that the seal affixed to this instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, and said Andrew S. Nimick acknowledged said instrument to be the free act and deed of said corporation.

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.

David J. Gibson
Notary Public

My Commission Expires:

May 1, 1998



Counter SV
Verify SV
D.E. SV
Proof SV
Film _____
Mail _____
Fee # 30.50
Clr ☒ Cash ☐ Chg ☐

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STATE OF Nebraska)
COUNTY OF Lincoln) SS

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 11th day of April, 1995, personally appeared Beth A. Neenan, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes as herein set forth.

Witness my hand and official seal.

Clarence R. Carrell
Notary Public

My Commission Expires:

Dec. 9, 1996



STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its _____, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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.

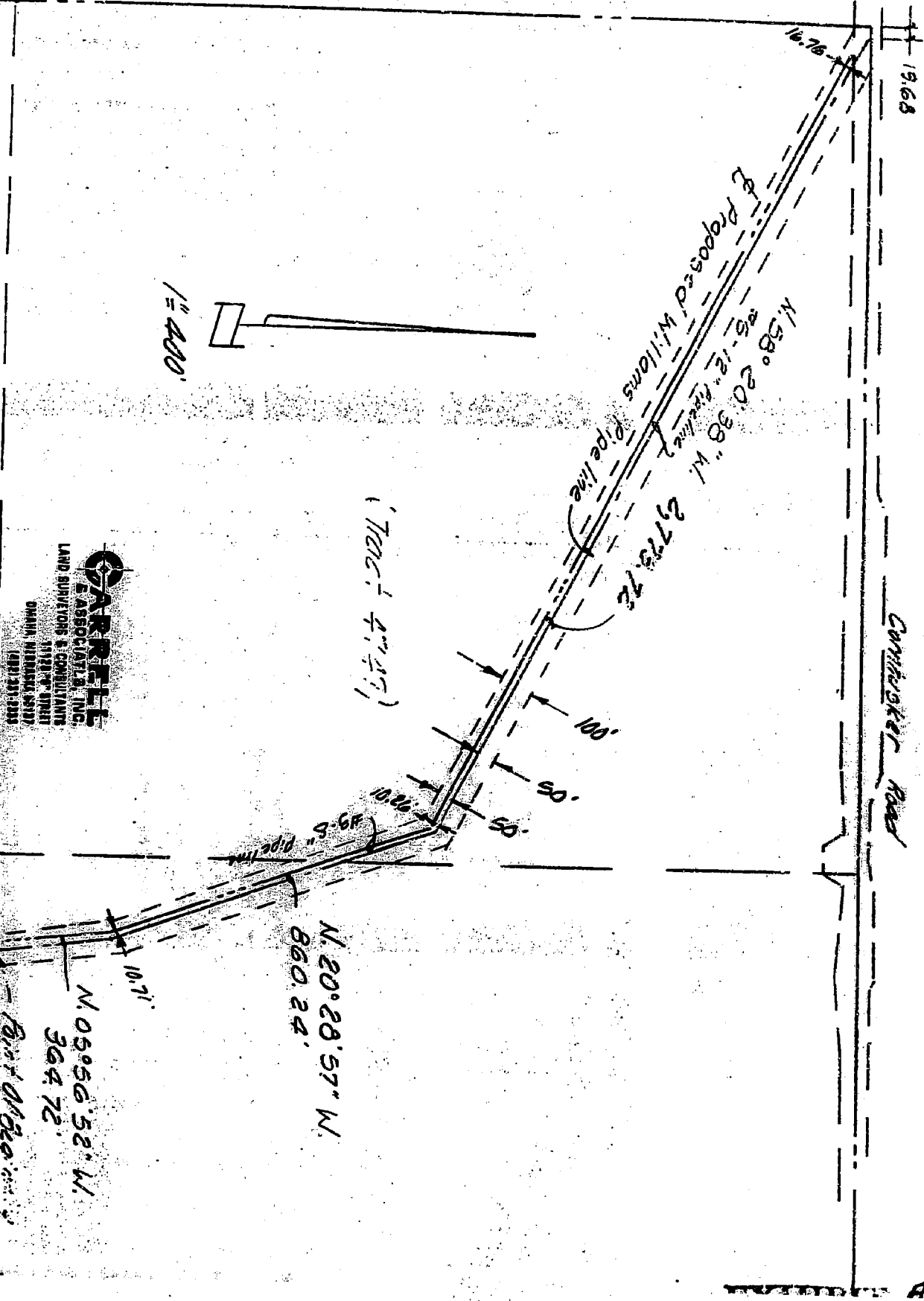
Notary Public

My Commission Expires:

This instrument was drafted by
Williams Pipe Line Company,
a Delaware Corporation,
P.O. Box 3448,
Tulsa, Oklahoma 74101
(918) 588-3295

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REVISED: MARCH 23, 1995 PDS



CARROLL
E. ASSOCIATES, INC.
LAND SURVEYORS & CONSULTANTS
11921 1st STREET
OMAHA, NEBRASKA 68137
(402) 331-1333

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