

PARTIAL RELEASE 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 by Turtle Creek Joint Venture, a Nebraska joint venture composed of two venturers, Turtle Creek, Inc., a Nebraska corporation, and Rickurt Company, a Delaware corporation

parties of the second part, hereinafter called Grantee s, and the covenants hereinafter contained to be kept by Grantee s, does hereby release, quit claim, and convey unto the said Grantees

with the intent to extinguish, all of its right, title and interest acquired by that certain Right of Way Agreement executed by G. F. Beavers and Martha

E. Beavers, his wife

on the 21st day of November, 19 45, and filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on the 30th day of November, 19 45, in Book 205 Miscellaneous at Page 591

and assigned to Williams Brothers Pipe Line Company by Special Warranty Deed dated March 15, 19 66, and filed for record in the office of the said Register of Deeds, in Book 435 of Misc. at Page 667,

in and to the following and no other described land in the county of  
Douglas and the state of Nebraska :

The Southwest Quarter of Section 10, Township 14 North, Range 12 East, except  
public roads therein,

excepting and reserving unto Grantor, its successors and assigns, all  
right, title and interest acquired by virtue of the aforementioned Right of  
Way Agreement \_\_\_\_\_  
in and to the following described parcel or strip of land:

A portion of Lot 126, Turtle Creek (Lots 110-233), in Douglas County, Nebraska, according to the recorded plat thereof, more particularly described as:

Beginning at the Northeast corner of Lot 126, Turtle Creek; thence West along the North line of said Lot 126, a distance of 70 feet; thence South, parallel to the East line of said Lot 126, a distance of 80 feet; thence Southeasterly a distance of 165 feet, more or less, to a point on the East line of said Lot 126, said point being 226.33 feet South of the Northeast corner of said Lot 126, as measured along the East line thereof; thence North 226.33 feet to said Northeast corner of Lot 126, being the point of beginning.

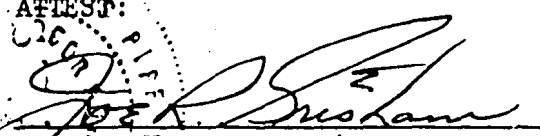

TO HAVE AND TO HOLD unto the said Grantees, it successors and assigns forever.

It is strictly understood that nothing herein contained shall in anywise diminish Grantor's right, title, and interest, in and to the tract of land above excepted unto Grantor.

It is further understood and agreed that the said Grantees will not erect, construct, or create any building, improvement, structure, or obstruction of any kind either on, above, or below the surface of the ground on the strip or tract of land above excepted unto Grantor, or change the grade thereof, or cause or permit these things to be done by others, without the express written permission of Grantor. The Grantees shall assume, indemnify, and save harmless the Grantor, its successors and assigns, from all cost, loss, damage, expense, or claim of any nature arising from any acts of the Grantees so permitted by the Grantor or from the existence of any construction so permitted. The covenants in this paragraph contained 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.

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.

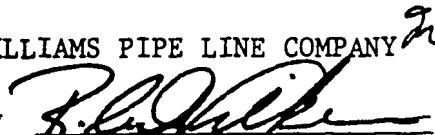
IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year below our signatures indicated.

ATTEST:  
  
Asst. - Secretary  


GRANTOR:

WILLIAMS PIPE LINE COMPANY

By

  
Vice President

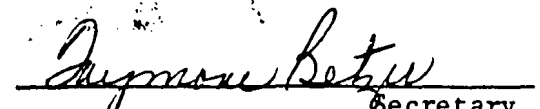
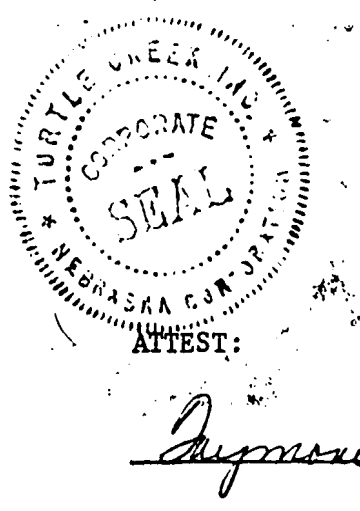
Date

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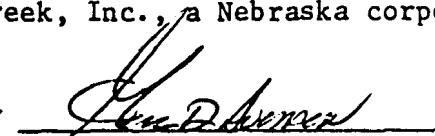
GRANTEE:

TURTLE CREEK JOINT VENTURE, A NEBRASKA JOINT VENTURE

By Turtle Creek, Inc. a Nebraska Corporation, a joint venturer, signing in behalf of all the joint venturers pursuant to the power granted to the Turtle Creek, Inc., the developer, as contained in Paragraph 8 (b) of the joint venture agreement, dated January 30, 1978, by and between Rickurt Company, a Delaware corporation, and Turtle Creek, Inc., a Nebraska corporation

ATTEST:  
  
Secretary  


By

  
President

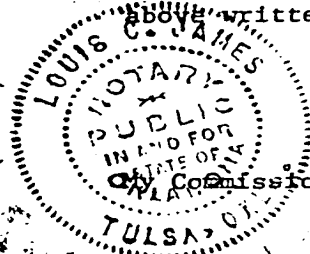
Date:

1.22.80

STATE OF Oklahoma )  
COUNTY OF Tulsa ) SS

On this 4<sup>th</sup> day of February, 1980, before me appeared R.A. Wilkens to me personally known, who being by me duly sworn did say that he is the Vice President of Williams Pipe Line Company, a corporation, 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 Board of Directors, and said R.A. Wilkens 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.

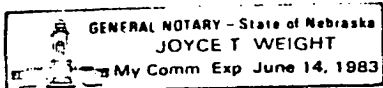


Louis C. James  
Notary Public

STATE OF Nebraska )  
COUNTY OF Douglas ) SS

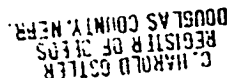
On this 22 day of January, 1980, before me appeared Henry Swenson to me personally known, who, being by me duly sworn did say that he is the President of Wattle Creek Inc a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its President, and said President 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.



Joyce T. Weight  
Notary Public

My Commission Expires:



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