

294
665

FILED

99 JAN -4 AM 9:26

CHARLOTTE L. PETERSEN
WASHINGTON COUNTY CLERK
PLAM, NEBB

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS 990019
ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
THIS 4th day of January A.D. 1999
AT 9:26 O'CLOCK A.M. AND RECORDED IN BOOK
294 AT PAGE 665-672
CLERK CHARLOTTE L. PETERSEN
TAMM MADSON

Recorded
General
Numerical
Photostat
Proofed

Show on
L12 only

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 Mark W. Simpson and Ellen M. Simpson, Husband and Wife, 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 Minnie May Allen Lazure, and Joe Lazure, her Husband, on the 25th day of February, 1941, and filed for record in the office of the County Clerk of Washington County, Nebraska on the 4th day of April, 1941, in Book J at Page 147, in and to the following and no other described land in the County of Washington and the State of Nebraska, which Landowner represents and warrants to be the present owner of:

Lot 12, Allen Hills, Subdivision, as Surveyed, Platted and Recorded, In Washington County, Nebraska, and lying in the E/2 of Section 18, Township 17 N, Range 12 E.

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 25, 1941 in and to the following described parcel or strip of land (hereinafter called the "Easement Tract"):

665

666

A strip of land 100 feet in width, 50 feet, more or less, either side of an existing gas line lying over and across a portion of Lot 12 in "Allen Hills Subdivision" and lying in the SW ¼ NE ¼ of Section 18, Township 17 North, Range 12 East of the 6th Principal Meridian, Washington County, Nebraska and more particularly described as follows:

From the southeast corner of Lot 12 in "Allen Hills Subdivision" as said subdivision is platted and recorded at the Washington County courthouse; thence N 90°00'00" W (assumed bearing) along the south line of said Lot 12 a distance of 29.77 feet to the Point of Beginning; thence continuing N 90°00'00" W along said south line a distance of 101.90 feet; thence N 11°04'07" E a distance of 370.62 feet to a point on the westerly right-of-way line of Allen Hills Drive as said drive is platted in "Allen Hills Subdivision"; thence S 45° 43'18" along said westerly drive right-of-way line a distance of 54.60 feet to a Point of Curvature; thence continuing along said westerly right-of-way line along a 167.00 foot radius curve to the right an arc distance of 80.43 feet; thence departing from said westerly right-of-way line S 11°04'07" W a distance of 262.89 feet to the Point of Beginning, and as shown on Exhibit A attached hereto and made a part of.

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 Landowner'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 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 Dollar 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 Landowner's Land for all purposes incident to the exercise of the aforesaid rights, the right to environmentally remediate Landowner's Land if a release should occur from WPL's Lines and the right to place on Landowner'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.

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 12-15-98

LANDOWNER

Mark W. Simpson
 Mark W. Simpson

Ellen M. Simpson
 Ellen M. Simpson

Date 12-1-98

668

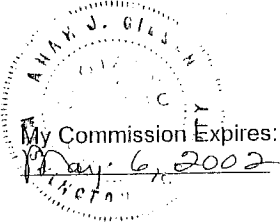
STATE OF OKLAHOMA)
) ss
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 15th day of December, 1998 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

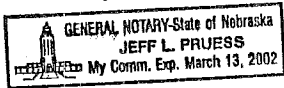
Handwritten signature of Notary Public



STATE OF Nebraska)
) ss
COUNTY OF Douglas)

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 1st day of December, 19 98, personally appeared Mark W. Simpson and Ellen M. Simpson, Husband and Wife, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes as herein set forth.

Witness my hand and official seal.



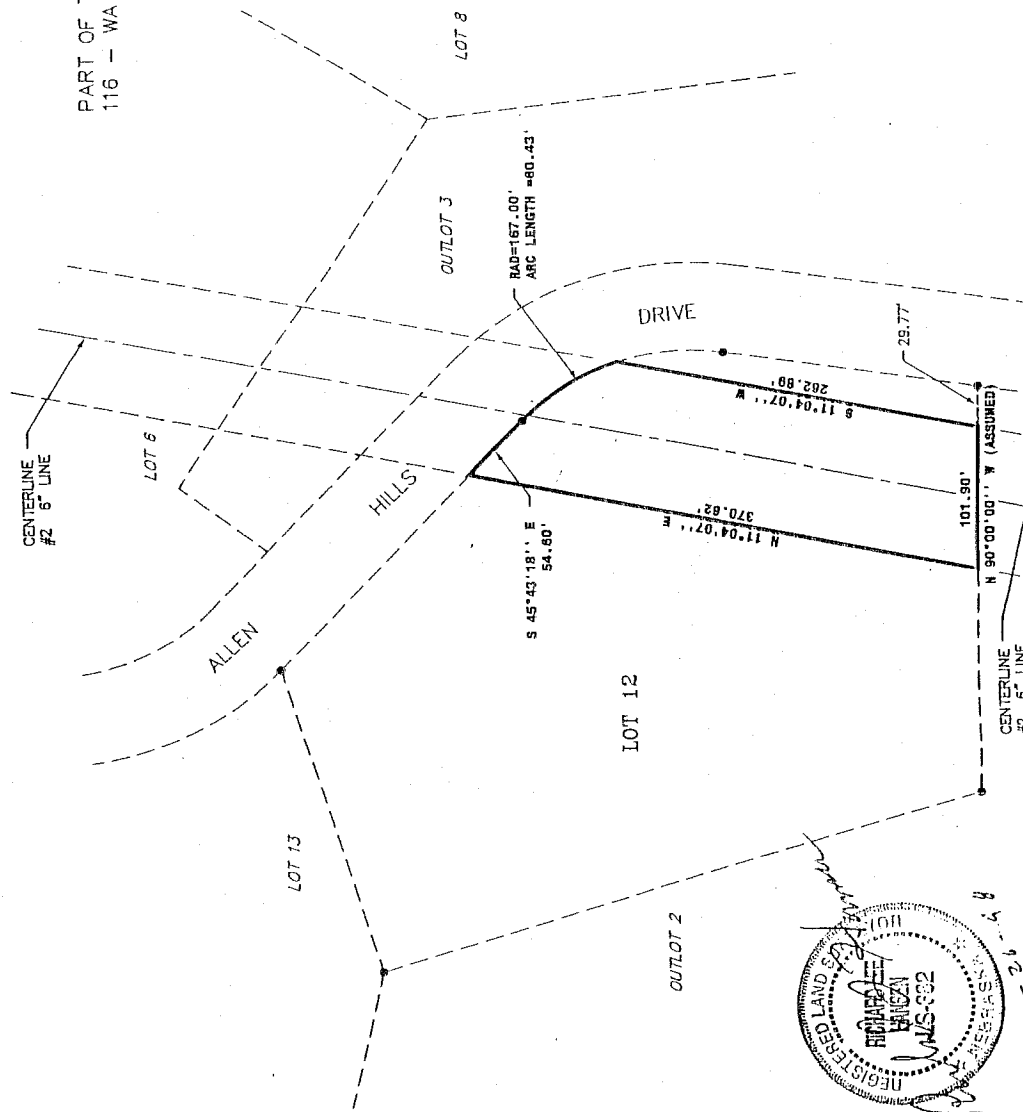
Handwritten signature of Notary Public

Notary Public

My Commission Expires:
3/13/2002

EXHIBIT A

PART OF TRACT
116 - WA - 7



669



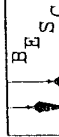
LEGEND

SCALE:
ONE INCH = 100 FEET
● 1/2" REBAR OF RECORD

GAS LINE EASEMENT:

A strip of land 100 feet in width, 50 feet, more or less, either side of an existing gas line lying over and across a portion of Lot 12 in "Allen Hills Subdivision" and lying in the SW 1/4 NE 1/4 of Section 18, Township 17 North, Range 12 East, of the 6th Principal Meridian, Washington County, Nebraska and more particularly described as follows:

From the southeast corner of Lot 12 in "Allen Hills Subdivision" as said subdivision is platted and recorded at the Washington County courthouse; thence N 90°00'00" W (assumed bearing) along the south line of said Lot 12 a distance of 29.77 feet to the Point of Beginning; thence continuing N 90°00'00" W along said south line a distance of 101.90 feet; thence N 11°04'07" E a distance of 370.62 feet to a point on the westerly right-of-way line of Allen Hills Drive as said drive is platted in "Allen Hills Subdivision"; thence S 45°43'18" E along said westerly drive right-of-way line a distance of 54.80 feet to a Point of Curvature; thence continuing along said westerly right-of-way line along a 167.00 foot radius curve to the right an arc distance of 80.43 feet; thence departing from said westerly right-of-way line S 11°04'07" W a distance of 262.69 feet to the Point of Beginning.



BLAIR ENGINEERING &
SURVEYING CO., INC.
1570 Washington St., P.O. Box 100
Blair, Nebraska, 68009-0100

669

670

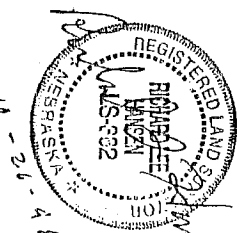
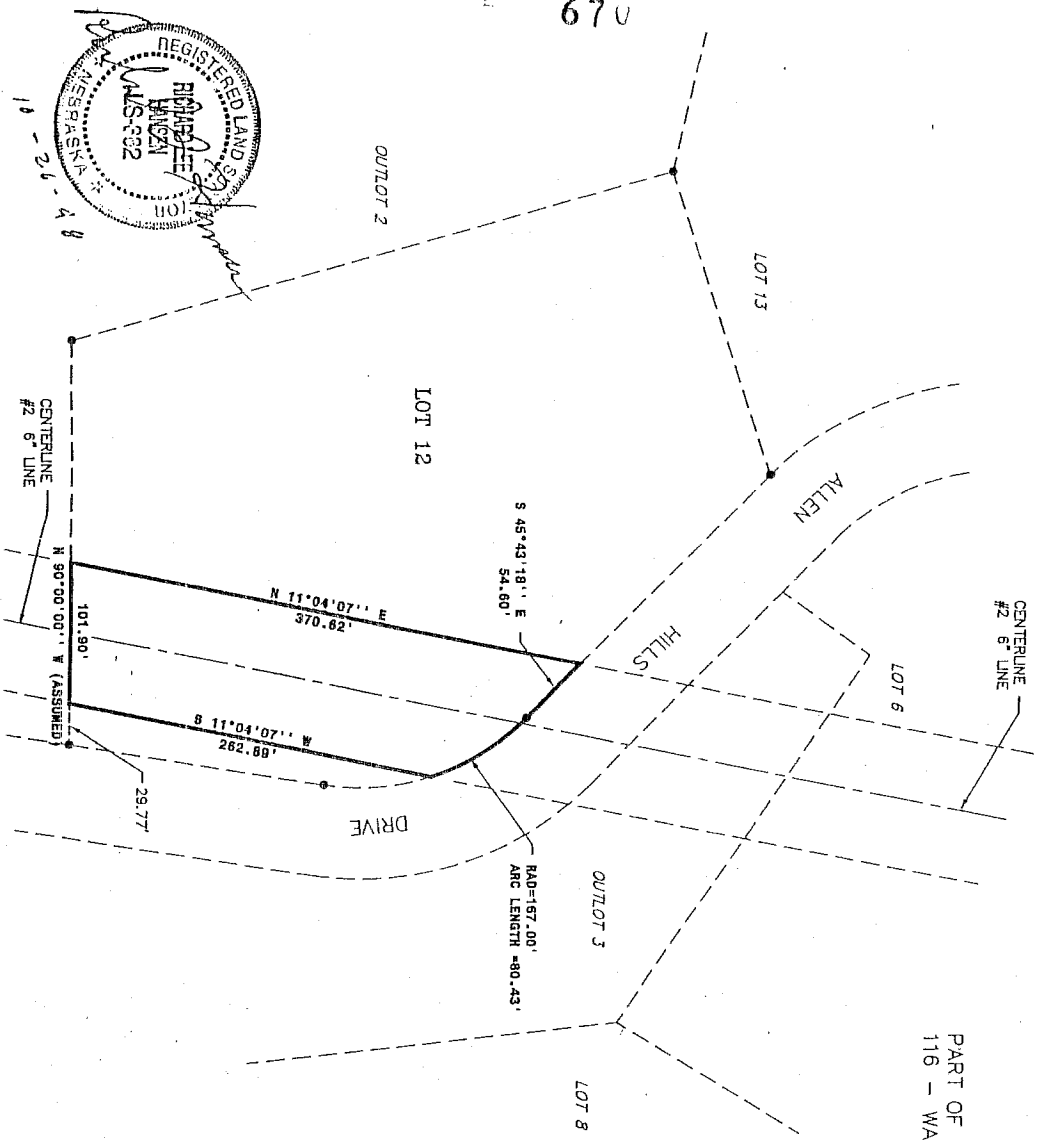
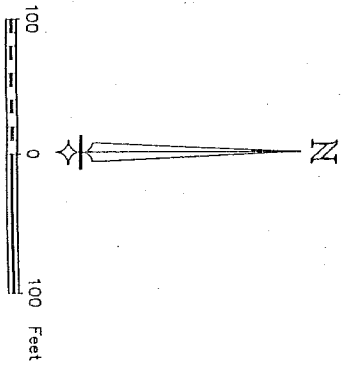


EXHIBIT A

PART OF TRACT
116 - WA - 7



GAS LINE EASEMENT.

A strip of land 100 feet in width, 50 feet, more or less, either side of an existing gas line lying over and across a portion of Lot 12 in "Allen Hills Subdivision" and lying in the SW¼ NE¼ of Section 18, Township 17 North, Range 12 East of the 6th Principal Meridian, Washington County, Nebraska and more particularly described as follows:

From the southeast corner of Lot 12 in "Allen Hills Subdivision" as said subdivision is plotted and recorded at the Washington County courthouse; thence N 90°00'00" W (assumed bearing) along the south line of said Lot 12 a distance of 29.77 feet to the Point of Beginning; thence continuing N 90°00'00" W along said south line a distance of 101.90 feet; thence N 11°04'07" E a distance of 370.62 feet to a point on the westerly right-of-way line of Allen Hills Drive as said drive is plotted in "Allen Hills Subdivision"; thence S 45°43'18" E along said westerly drive right-of-way line a distance of 54.60 feet to a Point of Curvature; thence continuing along said westerly right-of-way line along a 167.00 foot radius curve to the right on an arc distance of 80.43 feet; thence departing from said westerly right-of-way line S 11°04'07" W a distance of 262.89 feet to the Point of Beginning.

BLUM ENGINEERING & SURVEYING CO., INC.
1570 Washington St., P.O. Box 100
Blair, Nebraska, 68009-0100