

FILED

990020

STATE OF NEBRASKA COUNTY OF WASHINGTON) SS.  
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD  
 THIS 4th DAY OF January, A.D. 19 99  
 AT 9:26 O'CLOCK a.M. AND RECORDED IN BOOK  
294 AT PAGE 673-681  
 CLERK Charlotte L. Petersen  
 Deputy Karim Madsen

Recorded ✓  
 General ✓  
 Numerical ✓  
 Photostat ✓  
 Proofed ✓

99 JAN -4 AM 9:26

CHARLOTTE L. PETERSEN  
 WASHINGTON COUNTY CLERK  
 BLAIR, NEBR.

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 Heartland Acreage Developers, Inc. 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:

Allen Hills Subdivision, as Surveyed, Platted and Recorded, in Washington County, Nebraska, except Lot 12, said subdivision being located in the E/2 Section 18 - Township 17 N - Range 12 E, Washington County, Nebraska.

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"):

See attached Pipeline Easement for Allen Hills Subdivision, Exhibit A, Sheet 1 and 2

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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.

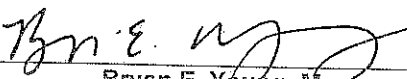
In consideration of One Dollar and other consideration paid by WPL to Landowner, the receipt and sufficiency of which is hereby acknowledged, the aforementioned Right of Way Agreement is hereby amended by Landowner in that Landowner hereby grants, sells and conveys to WPL the free, uninterrupted, perpetual 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, Landowners 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.

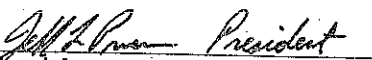
It is further understood and agreed that WPL is hereby released from the covenants contained in the aforesaid Right of Way Agreement as to the lands herein released from the burdens thereof.

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, Manager  
 Real Estate Services  
 Attorney-in-Fact  
 Date 12-15-98

LANDOWNER

 President  
 Heartland Acreage Developers, Inc.  
 Date 11/23/98

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STATE OF OKLAHOMA )  
 ) ss  
COUNTY OF TULSA )

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 15<sup>th</sup> 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

John J. Hanson



My Commission Expires:

May 6, 2002

STATE OF Nebraska )  
 ) ss  
COUNTY OF Douglas )

On this 23<sup>rd</sup> day of November, 19 98, before me appeared Jeff L. Parness, to me personally known, who, being by me duly sworn, did say that he is the Owner-President of Heartland Acreage Developers, Inc. 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 Heartland Acreage Developers, Inc. acknowledged said instrument to be the free act and deed of said corporation.

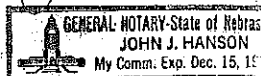
In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

Notary Public

John J. Hanson

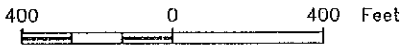
My Commission Expires:

12-15-98



# PIPELINE EASEMENT FOR ALLEN HILLS SUBDIVISION

LYING IN THE E 1/2 OF SECTION 18-17-12  
TRACT 116 - WA - 7

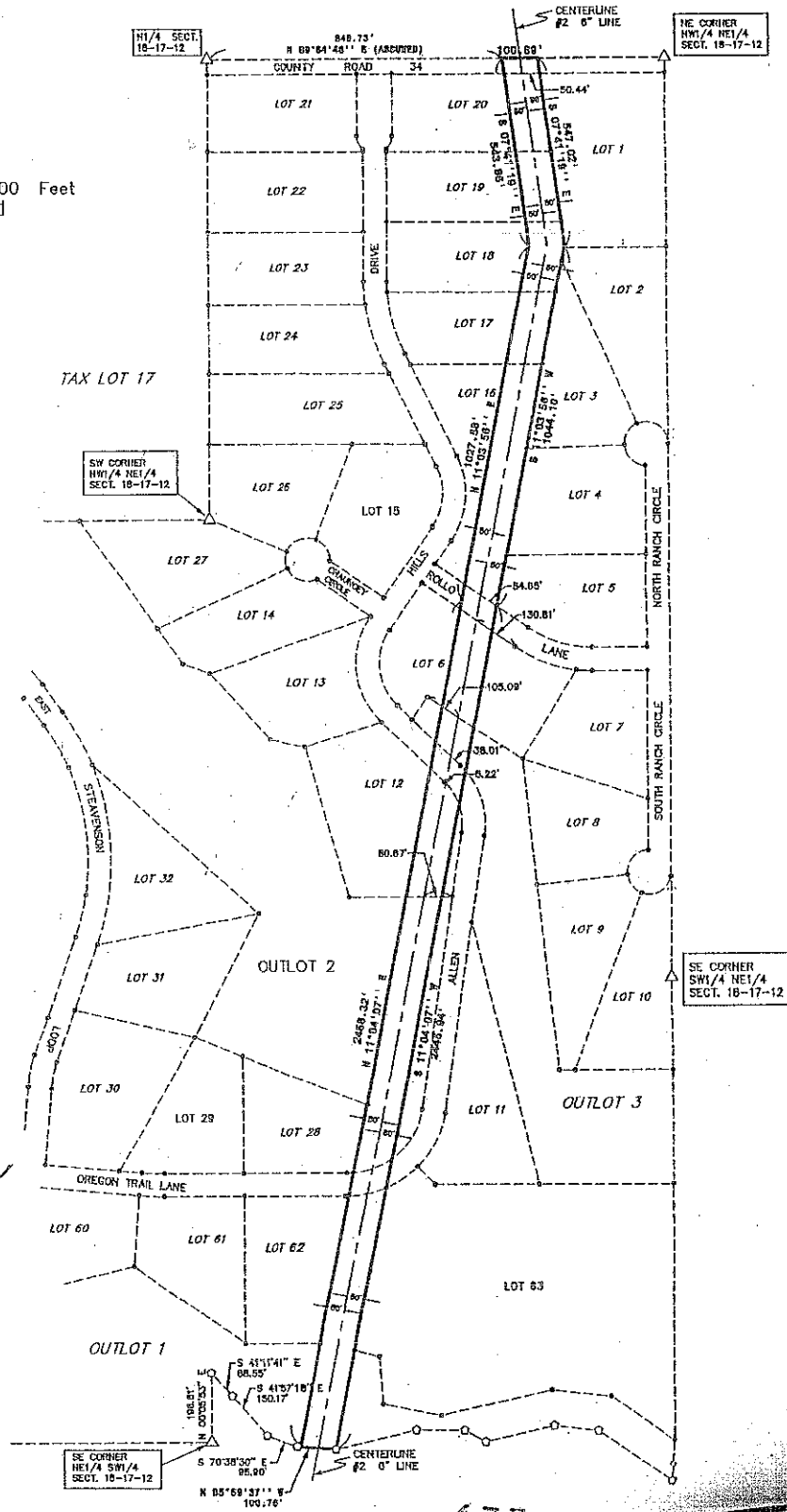


## LEGEND

1 INCH = 400 FEET

- △ SUBDIVISIONAL CORNER OF RECORD
- 1/2" REBAR OF RECORD

NOTE:  
SEE SHEET 2 OF 2 FOR  
LEGAL DESCRIPTION



*Richard L. Ransden*  
 REGISTERED LAND SURVEYOR  
 RICHARD L. RANSDEN  
 15-82  
 NEBRASKA  
 10-26-98

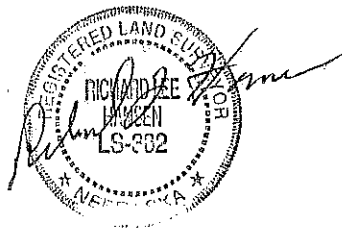
B E S C O	BLAIR ENGINEERING & SURVEYING CO. INC. 1570 Washington St., P.O. Box 100 Blair, Nebraska, 68008-0100
	(402) 428-9444
	SHEET 1 OF 2

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**GAS LINE EASEMENT:**

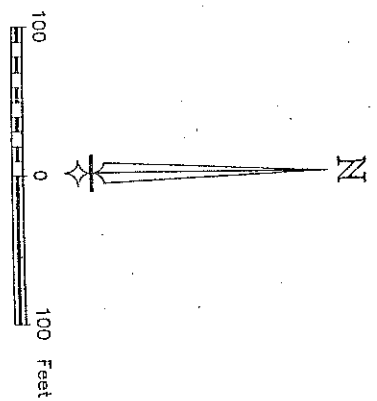
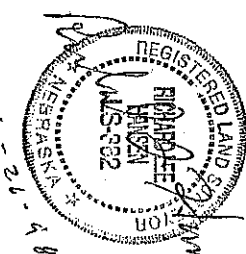
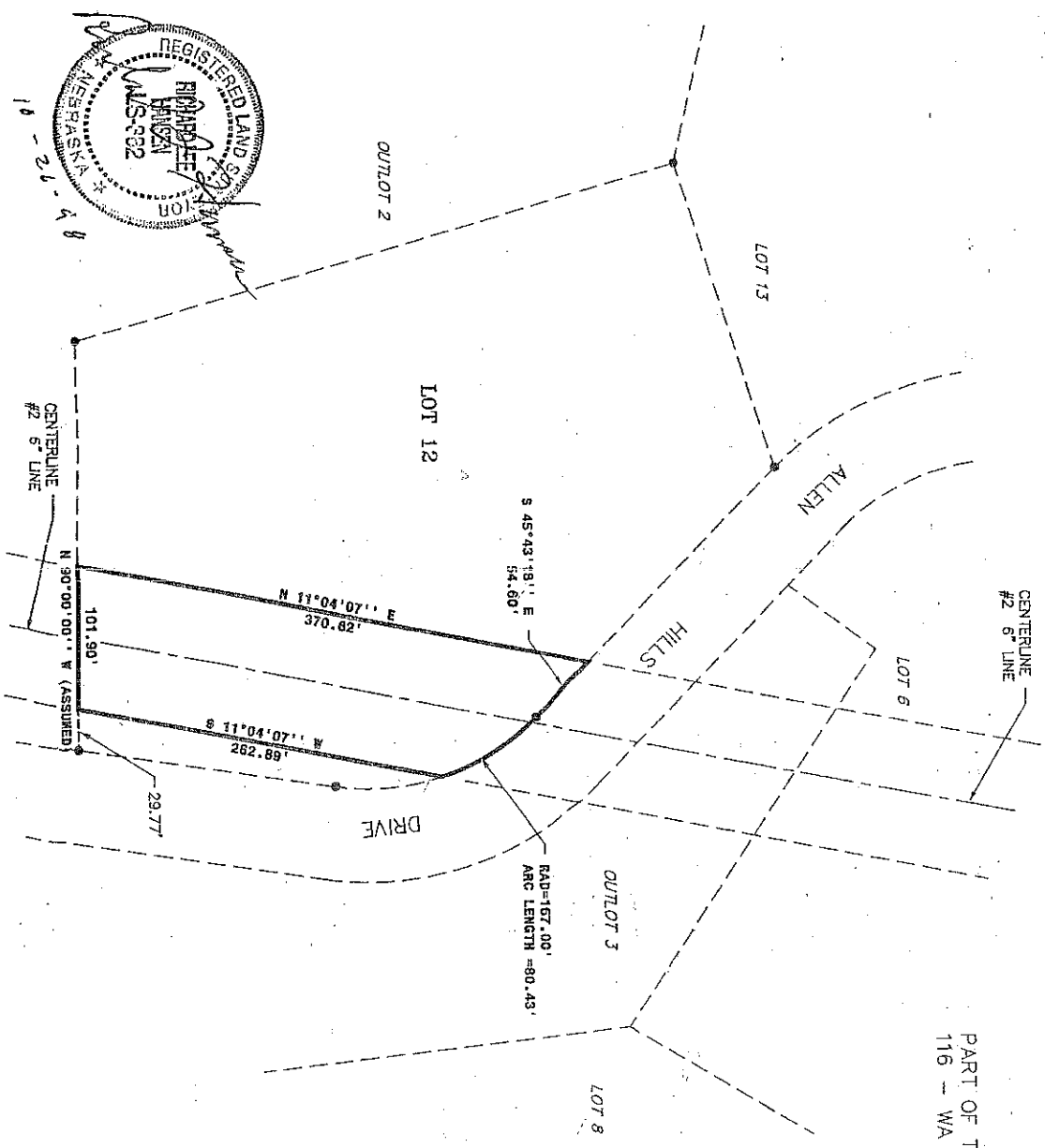
A strip of land 100 feet in width being 50 feet, more or less, either side of an existing gas line, said strip being the easterly 100 feet of lots 20, 19, 18, 17 and 16 along with portions of Lots 6 and 12 and portions of Out Lots 1, 2, and 3, and portions of dedicated Oregon Trail Lane, Allen Hills Drive, Rollo Lane and County Road 34 as said Lots and roads are shown on a plat of "Allen Hills Subdivision" as platted and recorded at the Washington County courthouse, said strip of land being more particularly described as follows:

From the N $\frac{1}{4}$  corner of Section 18, Township 17 North, Range 12 East; thence N 89°54'48" E (assumed bearing) along the north line of the NW $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 18 a distance of 846.73 feet to the Point of Beginning; thence continuing N 89°54'48" E along said north line a distance of 100.89 feet; thence S 07°41'19" E a distance of 547.02 feet; thence S 11°03'56" W a distance of 1044.10 feet; thence S 11°04'07" W a distance of 2445.94 feet to a point on the south line of "Allen Hills Subdivision" as said subdivision is platted and recorded in the Washington County courthouse; thence N 85°59'37" W along said south line a distance of 100.76 feet; thence departing from said south line N 11°04'07" E a distance of 2458.32 feet; thence N 11°03'56" E a distance of 1027.58 feet; thence N 07°41'19" W a distance of 543.86 feet to the Point of Beginning.



LAND 11 A

PART OF TRACT  
116 - WA - 7



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°04'07.11" 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°43'18.18" 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 an arc distance of 80.43 feet; thence departing from said westerly right-of-way line S 11°04'07.11" W a distance of 262.89 feet to the Point of Beginning.

	Blair Engineering & Surveying Co., Inc.
	1570 Washington St., P.O. Box 100 Hickory, Nebraska 68038-0100 (402) 426-9414

Received  
5-18-78

