



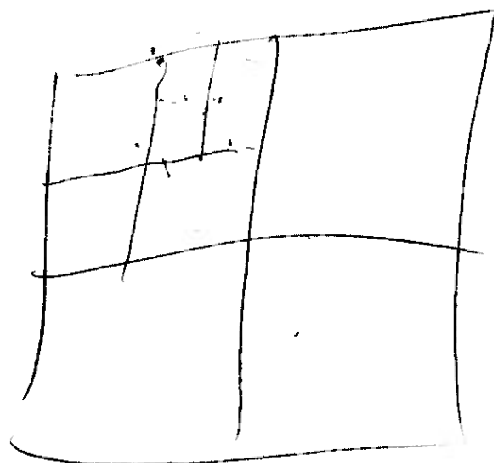
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TO²
10836 OLD MILL ROAD
OMAHA, NE 68154

172-124

PARTIAL RELEASE AND GRANT OF RIGHT OF WAY

HORGAN DEVELOPMENT COMPANY

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, hereinafter called Grantor, for and in consideration of One Dollar (\$1.00) in hand paid by ~~E. M. J. INVESTMENT COMPANY~~, hereinafter called Grantee, and the covenants hereinafter contained to be kept by Grantee, does hereby release, quit claim, and convey unto the said ~~E. M. J. INVESTMENT COMPANY~~ with the intent to extinguish, all of its right, title and interest acquired by that certain Right of Way Agreement executed by Fred Hall and Belle Hall, his wife, on the 21st day of February, 1941, and filed for record in the office of the County Clerk of Douglas County, Nebraska on the 13th day of March, 1941, in Book 153 of Misc. at Page 402 in and to the following and no other described land in the County of Douglas and the State of Nebraska:

The Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$), Section 33, Township 16 North, Range 12 East of the 6th P.M., Douglas County, Nebraska.

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:

See Exhibit A attached.

AND FURTHER EXCEPTING AND RESERVING unto Grantor, its successors and assigns, the right of ingress and egress and the right to use temporary work space as desired, on, over, and across the above described released tract.

TO HAVE AND TO HOLD unto the said Grantee, its 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 Grantee 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 or elevation thereof, or cause or permit these things to be done by others, without the express written permission of Grantor; provided, however, Grantee is hereby permitted to use the South ten feet of the strip of land described on Exhibit A hereto as necessary for the construction, maintenance and repair of utilities. It is expressly agreed that Grantee may not lay or construct utilities across Grantor's pipeline, or upon Grantor's easement, except within the South ten feet of said easement, or as Grantor may specifically permit, in writing, in the future. The Grantee, its successors and assigns, 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 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.

Grantor hereby subordinates its easement to the City of Omaha, Nebraska to the extent and only to the extent necessary for use of so much of the surface as required for the construction and maintenance of 103rd Street, provided Grantor shall be entitled to full reimbursement for any and all costs and expenses, direct or indirect, incurred in the future by virtue of any alteration, reconstruction or repair of 103rd Street or any other roadway across or adjacent to Grantor's easement.

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, its successors and assigns, may clear any trees, shrubs, or other landscape objects from the reserved tract at any time or times it desires. Grantee, its successors and assigns, is not entitled to any compensation for such items removed.

It is further understood and agreed that Grantor, its successors and assigns, 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

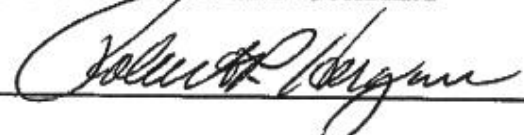

Andrew B. Nipick, Supervisor
Real Estate & Claims
Attorney-in-Fact

Date

8/30/94

GRANTEE:

HORGAN DEVELOPMENT COMPANY
~~C M J INVESTMENT COMPANY~~



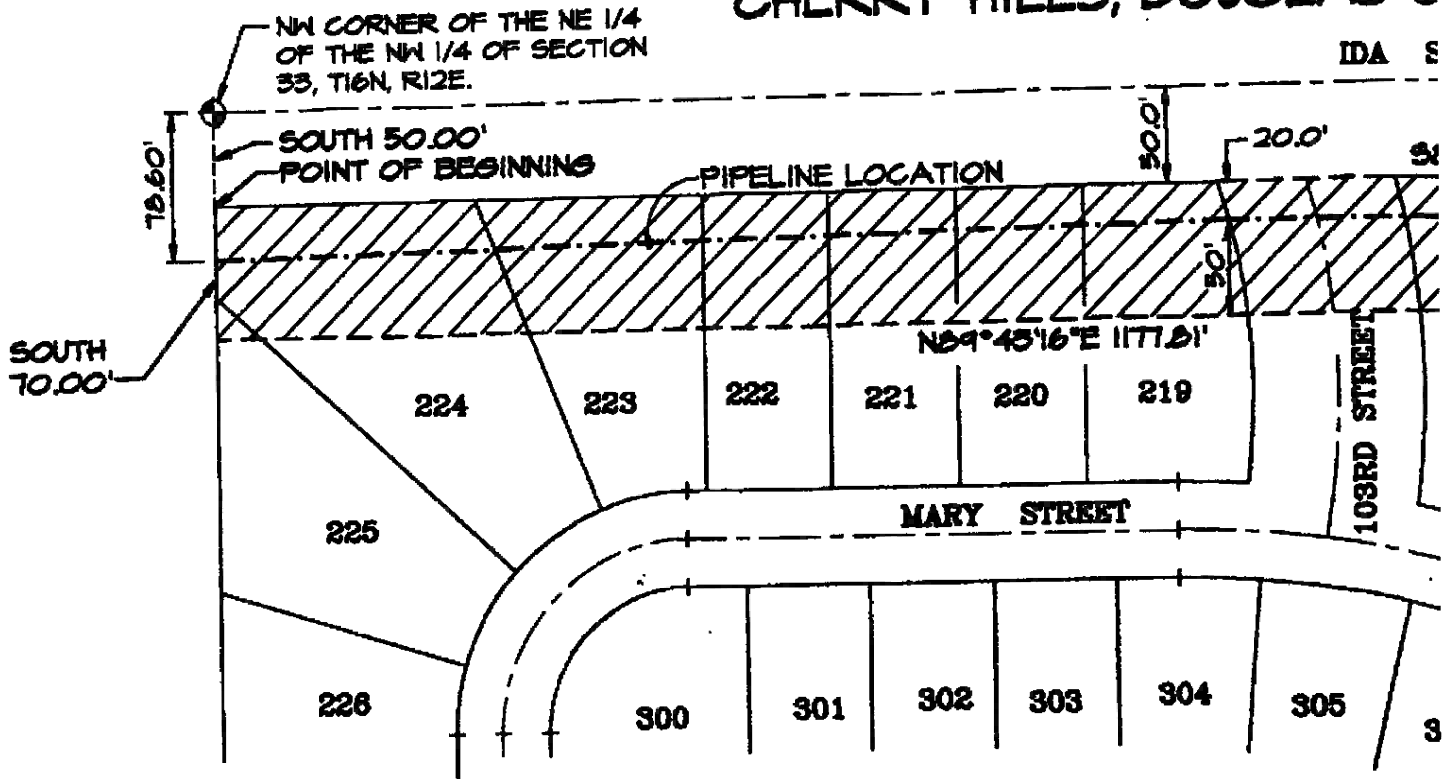
Date

Sept 2nd 1994

RECORDER, Please send recorded,
file stamped, document to:

Richard Conway 34-11
Williams Pipe Line Company
P. O. Box 3448
Tulsa, Oklahoma 74101

CHERRY HILLS, DOUGLAS C



LEGAL DESCRIPTION

THAT PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 33, T16N, R12E OF THE 6th P.M., DOUGLAS COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS; COMMENCING AT THE NW CORNER OF SAID NE 1/4; THENCE SOUTH (ASSUMED BEARING) 50.00 FEET ON THE WEST LINE OF SAID NE 1/4 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 70.00 FEET ON THE WEST LINE OF SAID NE 1/4; THENCE $N89^{\circ}43'16''E$ 1177.81 FEET ON A LINE 120.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NE 1/4; THENCE $S44^{\circ}34'18''E$ 204.84 FEET TO THE EAST LINE OF SAID NE 1/4; THENCE $N00^{\circ}05'42''E$ 215.79 FEET ON THE EAST LINE OF SAID NE 1/4; TO A POINT 50.00 FEET SOUTH OF THE NORTH LINE OF SAID NE 1/4; THENCE $S89^{\circ}43'16''W$ 1522.77 FEET ON A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NE 1/4 TO THE POINT OF BEGINNING.

LOCAT
OF PIF

I, JAMES D. WARNER, A REGISTERED LAND SURVEYOR IN THE STATE OF NEBRASKA, DO HEREBY CERTIFY THAT THE INFORMATION SHOWN HEREON IS AN ACCURATE REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION.



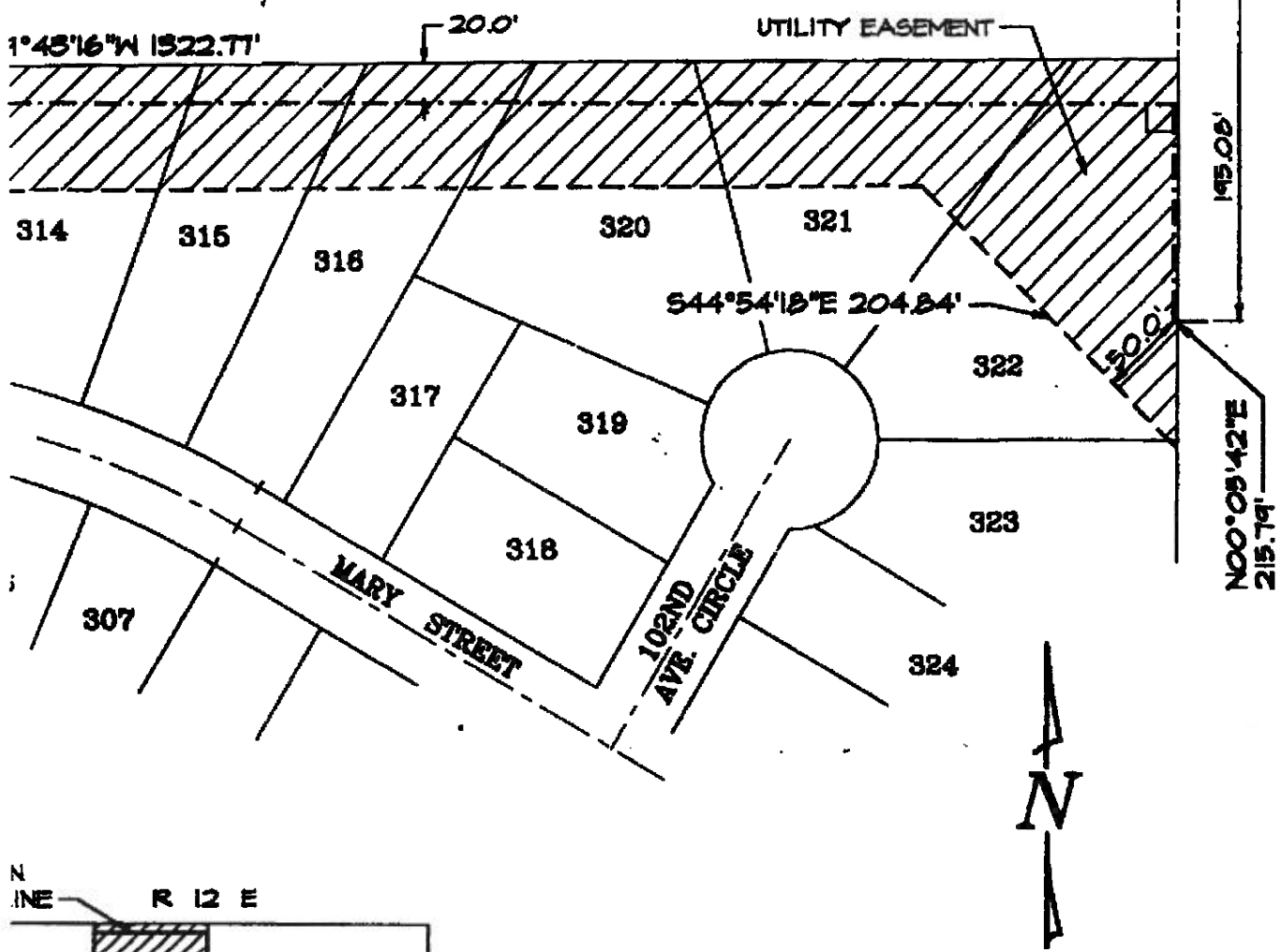
MAY 23, 1994
DATE

JAMES D. WARNER
NEBRASKA R.L.S. 308

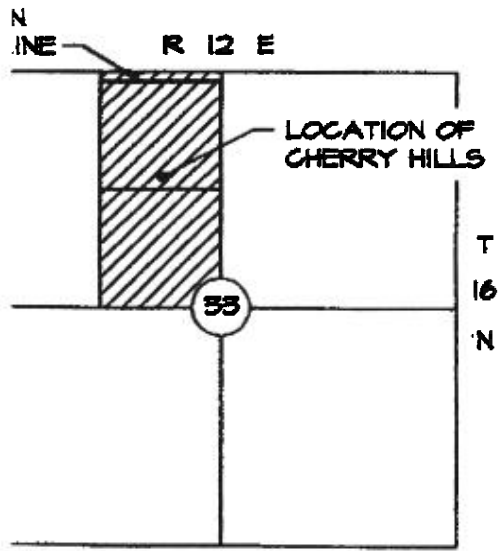
DUNY, NEBRASKA

NE CORNER OF THE NE 1/4
OF THE NW 1/4 OF SECTION
33, T16N, R12E.

REET



SCALE: 1"=100.0'



**CHERRY HILLS
PIPELINE RELOCATION**

SCALE:	1"=100'
DATE:	5-25-44
DRWN BY:	RTM
CHKD BY:	JDW
REVISED:	
TD2 NO:	172-124
DWG:	172124E.DWG

TD²
**THOMPSON, DREESSEN
 & DORNER, INC.**
 CONSULTING ENGINEERS
 & LAND SURVEYORS
 10856 OLD MILL RD.
 OMAHA, NE 68154
 (402) 330 - 8860

LOCATION MAP

EAST 1/2 OF THE NW 1/4 OF
SECTION 33, T16N, R12E,
DOUGLAS COUNTY, NEBRASKA