

THIS AGREEMENT, made and entered into this 24th day of December, 1975 by and between NATURAL GAS PIPELINE COMPANY OF AMERICA, a Delaware corporation (hereinafter referred to as "Natural") with its principal offices at 122 South Michigan Avenue, Chicago, Ill. 60603 and J. M. Quackenbush, Trustee (hereinafter referred to as "Owner").

W I T N E S S E T H:

WHEREAS, on May 14, 1930, John H. Jurgens and Lena Jurgens executed an instrument recorded on June 16, 1930 in Book 0, Page 503 in the Office of the County Recorder of Gage County, Nebraska to Continental Construction Corporation (hereinafter referred to as "Continental") for a right of way to construct, reconstruct, renew, operate, maintain, repair, alter and remove a pipeline or pipelines for the transportation of gas, oil, petroleum, or any of its products over and through the following described real estate in Gage County, Nebraska, to wit:

The Southeast Quarter (SE $\frac{1}{4}$) of Section 16, Township 4 North, Range 6 East.

(The above described real estate being hereinafter referred to as "said Real Estate"); and

WHEREAS, three (3) pipelines have been constructed on said Real Estate pursuant to the authority granted under the aforesaid instrument; and

WHEREAS, Natural has succeeded to all of the right, title and interest of Continental in said Real Estate and the pipelines constructed pursuant thereto; and

WHEREAS, Owner has requested Natural to more particularly define and limit its rights of way across said Real Estate which Natural is willing to do, but only on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Natural hereby releases, quit claims and conveys unto Owner, his heirs, successors and assigns all of Natural's rights, title and interest in and to said Real Estate acquired by virtue of the aforesaid instrument.

EXCEPTING AND RESERVING unto Natural, its successors and assigns, all of Natural's right, title and interest under the aforesaid instru-

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ment in and to three (3) strips of land each 75 feet in width across said Real Estate, each of said strips of land being 37.5 feet on either side of the following described centerlines located in Gage County,

Nebraska, to-wit:

Centerline description of Natural's No. 1-24", No. 2-26" and No. 3-36" pipelines across the property of J. M. Quackenbush, Trustee, situated in the Southeast Quarter (SE $\frac{1}{4}$) of Section 16, Township 4 North, Range 6 East, Gage County, Nebraska; being more particularly described as follows:

No. 1-24" Pipeline

Beginning at a point on the south boundaryline of said property, also being the south boundaryline of said Section 16 and the centerline of a county road; said point being 1815.9 feet (calc.) west of the southeast corner of said section 16; thence in a northeasterly direction at an entrance angle of 46°28' (Calc.) a distance of 2153 feet to a point; thence in a northeasterly direction at an angle of 2°28' to the left of last described line a distance of 468 feet to a point of exit on the east boundaryline of said property, also being the west right-of-way line of U. S. Highway #77; thence continuing in a northeasterly direction a distance of 42 feet to a point on the centerline of U. S. Highway #77, also being the east boundaryline of said Section 16; said point being 676 feet south of the Northeast corner of the Southeast Quarter of said Section 16.

No. 2 - 26" Pipeline

Beginning at a point on the south boundaryline of said property, also being the south boundaryline of said Section 16 and the centerline of a county road; said point being 1884.9 feet west of the southeast corner of said Section 16; thence in a northeasterly direction at an entrance angle of 46°28' a distance of 197 feet to a point; thence in a North-easterly direction at an angle of 15°49' to the left of last described line a distance of 2286 feet to a point; thence in a northeasterly direction at an angle of 32°55' to the right of last described line a distance of 726 feet to a point of exit on the east boundaryline of said property, also being the west right-of-way line of U. S. Highway #77; thence continuing in a northeasterly direction a distance of 37 feet to a point on the centerline of U. S. Highway #77; also being the east boundaryline of said Section 16; said point being 112 feet south of the Northeast corner of the Southeast Quarter of said Section 16.

No. 3-36" Pipeline

Beginning at a point on the west boundaryline of said property, also being the west boundaryline of the Southeast Quarter of said Section 16; said point being 120 feet north of the North-west corner of the Southwest Quarter of the Southeast Quarter of Section 16; thence in a northeasterly direction at an entrance angle of 56°30' a distance of 1749 feet to a point; thence in a northeasterly direction at an angle of 8°00' to the right of last described line a distance of 40 feet to a point; thence in a northeasterly direction at an angle of 9°45' to the right of last described line a distance of 39 feet to a point; thence in a northeasterly direction at an angle of 6°45' to the right of last described line a distance of 40 feet to a point; thence in a easterly direction at an angle of 12°00' to the right of last described line a distance of 1039 feet to a point of exit on the east boundaryline of said property, also being the west right-of-way line of U. S. Highway #77; thence continuing in a easterly direction a distance of 35 feet to a point on the centerline of U. S. Highway #77

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also being the east boundaryline of said section 16; said point being 195 feet south of the Northeast corner of the Southeast Quarter of said Section 16.

This partial release of the right of way under the aforesaid instrument is subject to the following terms and conditions, to-wit:

1. It is expressly understood that the herein granted partial release refers solely to the rights obtained by Natural under the aforesaid instrument as to said Real Estate, and that, except as modified herein, all of the provisions of said instrument remain in full force and effect and the same are hereby ratified and affirmed.

2. It is understood and agreed that Owner shall not erect, construct, or create any building, structure, improvements or obstruction of any kind on the three (3) strips of land above excepted and reserved unto Natural, or permit these things to be done by others. The covenants in this instrument contained shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

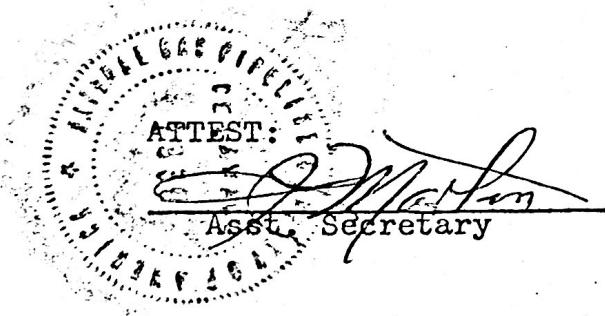
3. It is understood and agreed that Natural is hereby released from the covenants contained in the aforesaid instrument as to the lands herein released from the burdens thereof.

EXECUTED this 24th day of December, 1975.

NATURAL GAS PIPELINE COMPANY
OF AMERICA

By [Signature] JM
Vice President

[Signature]
J. M. Quackenbush, Trustee



INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEBRASKA

COUNTY OF

Gage }

S.S.

On this 24th day of December, 1975

before me, Frances L. Meyer, a Notary Public in

and for said county, personally appeared J. M. Quackenbush

who is personally known (or on the oaths of one or more Trustee

witnesses for that purpose by me duly sworn, satisfactorily

proved) to me to be the identical person whose name is

subscribed to the annexed instrument as a party thereto

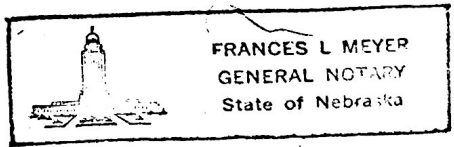
and J. M. Quackenbush, Trustee acknowledged the said

instrument to be his voluntary act and deed.

In witness whereof I have hereunto set my hand (and affixed my official seal) the day and year first above written.

Frances L. Meyer
Notary Public

My Commission Expires:
January 27, 1979
(SEAL)



ACKNOWLEDGMENT

State of Illinois)
)
County of Cook)

I, Gloria Ellington, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Alan T. Lutz, personally known to me to be the Vice President of Natural Gas Pipeline Company of America, a corporation and J. L. Martini, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, respectively, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 24th day of December A.D. 1975



Gloria Ellington
Notary Public

STATE OF NEBRASKA }
County of Gage } ss
Filed for record and entered in
Numerical index February 3,
1976 at 2:45 o'clock P.M.
Recorded in Book 54 of
Miscellaneous 68 Page 68

Fee: \$15.25 Chg. & Return: (copy letter)
J. M. Quackenbush, Trustee
Box 489, Beatrice, Ne 68310

Allen J. Brown
REGISTER OF DEEDS
By _____ Deputy
NUMBER
ALPHA
PAGE
COMP'D