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FILED

990681
 STATE OF NEBRASKA COUNTY OF WASHINGTON) SS
 ENTERED IN NUMERICAL INDEX AND FILED FOR RECORD
 THIS 8th DAY OF February A.D. 19 99
 AT 12:12 O'CLOCK P.M. AND RECORDED IN BOOK
296 AT PAGE 661-665
 COUNTY CLERK Charlotte L. Petersen
Harmon Madison

99 FEB -8 PM 12: 12

CHARLOTTE L. PETERSEN
 WASHINGTON COUNTY CLERK
 BLAIR, NEBR

Recorded ☒
 General ☒
 Numerical ☒
 Photostat ☐
 Proofed ☐

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 E. Bresley and Crystal C. Bresley 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 Carl H. Bohs and Esther C. Bohs, on October 3, 1945, and filed for record in the office of the Recorder of Washington County, Nebraska on the 31 day of October, 1945, in Book K at Page 386 and assigned to Williams Brothers Pipe Line Company by a Conveyance and Assignment from Great Lakes Pipeline dated March 15, 1996, and filed for record in the office of the County Clerk of said Washington County, Nebraska as Document 437 in Book R at Page 467-475 on April 4, 1966, (Owner's Land) which Landowner represents and warrants to be the present owner of:

Tax Lot 40 in Section 19, Township 18 North, Range 12 East of the 6th P.M., 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 October 3, 1945, in and to the following described parcel or strip of land (hereinafter called the "Easement Tract"):

See Exhibit A, attached hereto and made a part hereof;

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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 Owner'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 and no/100 Dollar (\$1.00) 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 Lines") over, through, under and across the Easement Tract, together with the right of ingress and egress across Owner's Land for all purposes incident to the exercise of the aforesaid rights, the right to environmentally remediate Owner's Land if a release should occur from WPL Lines and the right to place on Owner'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.

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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 2-1-99

LANDOWNER:

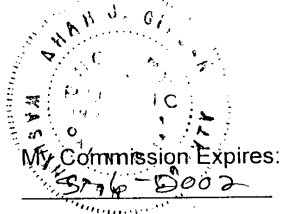
Mark E. Bresley
Crystal E. Bresley
Date 1/12/99

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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 1st day of February, 1999, 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

Wah J. Gilman

STATE OF NEBRASKA)
) ss
 COUNTY OF DOUGLAS)

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 12th day of JANUARY, 1999, personally appeared MARK E. BRESLEY and CRYSTAL G. BRESLEY, 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.

Steve R. Larsen
 Notary Public

My Commission Expires:
MAY 23 2001

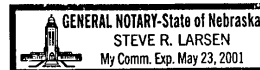


EXHIBIT A

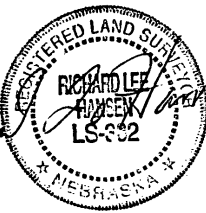
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GAS LINE EASEMENT DESCRIPTION:

A strip of land, 100.00 feet in width, 50.00 feet either side of an existing pipe line over and across a portion of Tax Lot 40, lying in the W½ SW¼ of Section 19, Township 18 North, Range 12 East of the 6th Principal Meridian, Washington County, Nebraska of which a portion of said Tax Lot 40 is to be platted into Lots 3, 4, 5, and 6 and County Road 26 of Crystal Creek Estates, said easement more particularly described as follows:

From the S¼ corner of Section 19, Township 18 North, Range 12 East and assuming the west line of the SW¼ of said Section 19 to bear N 00°00'00" W; thence S 89°23'59" E along the south line of said SW¼ a distance of 623.58 feet to the Point of Beginning; thence N 26°33'21" W a distance of 1290.11 feet; thence N 19°47'05" W a distance of 57.44 feet; thence N 04°26'00" W a distance of 61.12 feet; thence N 06°40'47" E a distance of 242.84 feet; thence N 17°46'24" E a distance of 48.63 feet; thence N 22°08'25" E a distance of 111.32 feet; thence N 22°35'11" E a distance of 79.32 feet; thence N 25°17'33" E a distance of 347.97 feet to a point on the north line of Tax Lot 40 in said Section 19; thence S 84°22'30" E along said north line a distance of 17.89 feet; thence continuing along said north line N 70°26'28" E a distance of 117.30 feet; thence departing from said north line S 25°17'33" W a distance of 434.35 feet; thence S 22°35'11" W a distance of 76.57 feet; thence S 22°08'25" W a distance of 107.11 feet; thence S 17°46'24" W a distance of 35.11 feet; thence S 06°40'47" W a distance of 223.40 feet; thence S 04°26'00" E a distance of 37.91 feet; thence S 19°47'05" E a distance of 38.05 feet; thence S 26°33'21" E a distance of 1335.49 feet to the south line of the SE¼ of said Section 19; thence N 89°23'59" W along said south line a distance of 112.39 feet to the Point of Beginning.

Richard Hansen

12-15-98

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