

96 - 11146

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Shaw Brothers
REGISTERED DEEDS

96-11146
Counter ☒
Verify ☒
D.E. ☒
Proof ☒ 35 50
Fee \$ ☒
Ck ☒
Cash ☒
Chg ☒

This instrument was drafted by Williams Pipe Line Company, a Delaware Corporation, P.O. Box 3448, Tulsa, Oklahoma 74101, 918/588-3295.

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 Grantor, for and in consideration of One Dollar (\$1.00) in hand paid by Eagle Crest Development, L.L.C., a Nebraska limited liability company, party of the second part, hereinafter called Grantee, and the covenants hereinafter contained to be kept by Grantee, does hereby release, quit claim, and convey unto the said Grantee with the intent to extinguish, all of its right, title and interest acquired by that certain Right of Way Agreement executed by Peter Hansen and Marie Hansen, his wife, on the 11th day of February, 1946, and filed for record in the office of the County Clerk of Sarpy County, Nebraska on the 28th day of February, 1946, in Book 12 of Misc. at Page 632 and by that certain Gate Valve Permit dated May 18, 1946 executed by Peter Hansen and Marie Hansen and filed for record on the 21st of June, 1946 in Book 13 of Misc. at Page 27 in said County Clerk's office and assigned to Williams Brothers Pipe Line Company by Conveyance and Assignment dated March 15, 1966, and filed for record in the office of the said County Clerk, in Book 42 at Page 565, in and to the following and no other described land in the County of Sarpy and the State of Nebraska:

The South One-Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 24, Township 14 North, Range 12 East of the 6th P.M., in Sarpy County, Nebraska, except those parts taken for highway right-of-way and subject to public roads and/or highways,

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:

A strip of land 100 feet in width located in and extending completely across the above described property, the sidelines of said strip being located 46 feet

96-11146A

Northeasterly and 54 feet Southwesterly from the following described reference line over the South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 24, Township 14 North, Range 12 East, Sarpy County, Nebraska, described as follows:

Commencing at the Southeast corner of the said South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 24; thence N 00°09'49" W (bearings referenced to the Final Plat of EAGLE RIDGE, a subdivision, as surveyed, plotted and recorded in Sarpy County, Nebraska) for 60.00 feet along the East line of the said South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 24 to the North right of way line of Cornhusker Highway (Old Highway 208); thence N 89°59'01" W for 77.69 feet along said North right of way line to the center line of the 12 inch pipeline as spotted by Williams Pipe Line Company on December 16, 1995, and the TRUE POINT OF BEGINNING of said reference line; thence N 58°54'46" W for 896.16 feet along said centerline of the 12 inch pipe line and the reference line; thence N 58°37'04" W for 1542.38 feet along said centerline of the 12 inch pipe line and the reference line to the North line of the said South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 24 and the POINT OF TERMINUS; said Point of Terminus falls S 89°53'23" E for 470.31 feet from the Northwest corner of the said South Half of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 24, Township 14 North, Range 12 East, Sarpy County, Nebraska, as shown on the attached Exhibit "A".

AND FURTHER EXCEPTING AND RESERVING unto Grantor the Gate Valve Box on said property.

AND FURTHER EXCEPTING AND RESERVING unto Grantor, 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. The Grantee 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

96 11146B

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.

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

It is further understood and agreed that Grantor 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 J. Kent Myers

J. Kent Myers, Director
Engineering & Operations Services
Attorney-in-Fact

Date 5-20-96

96-11146C

GRANTEES:

EAGLE CREST DEVELOPMENT
L.L.C.

By [Signature]

[Signature]

Date 5/28/96

STATE OF OKLAHOMA
COUNTY OF TULSA

)
) SS
)

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 20th day of May, 1996, personally appeared J. Kent Myers, Director, Engineering and Operations Services who being by me duly sworn, did say that he is the Attorney-in-Fact for Williams Pipe Line Company, a Delaware corporation, by virtue of a June 16, 1995, Power of Attorney filed for record June 21, 1995, in the County of Tulsa, State of Oklahoma, in Book 5722 at Page 439, as Document 95053214, and that the seal affixed to this instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, and said J. Kent Myers 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.

[Signature]
Notary Public

My Commission Expires: May 19, 1998

STATE OF NEBRASKA
COUNTY OF DOUGLAS

)
) SS
)

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 28 day MAY, 1996, personally MICHAEL F. ROGERS, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he

96-111460

executed the same as his free and voluntary act and deed for the uses and purposes as herein set forth.

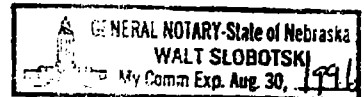
Witness my hand and official seal.

Walt Slobotski

Notary Public

My Commission Expires:

8-30-96



STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

On this 28 day of MAY, 1996, before me appeared FLOYD D. EAST, to me personally known, who, being by me duly sworn, did say that he is the of _____ 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 DSSIGN, and said person acknowledged said instrument to be the free act and deed of said corporation.

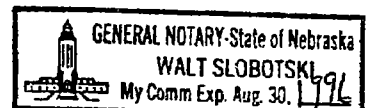
In testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

Walt Slobotski

Notary Public

My Commission Expires:

8-30-96

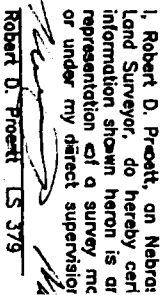




SE COR S 1/2 OF SE 1/
SEC 24, T14N, R12E
SARPY COUNTY, NE

~~CORNHUSKER HIGHWAY (OLD HWY-208)~~

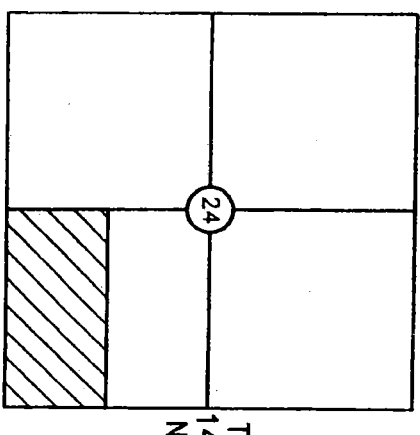
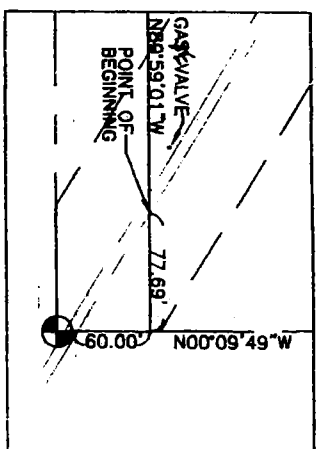
A 2x2 grid with a circle containing the number 24 at the center. The bottom-left cell is shaded with diagonal lines.



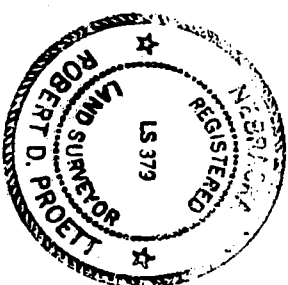
PLAT OF SURVEY OF WILLIAMS PIPELINE CROSSI S 1/2 SE 1/4 SECTION 24, T14 SARRY COUNTY, OKLAHOMA									
TULSA OKLAHOMA									
REDRAWN AND GENERAL REVISION									
NEW DRAWING									
ISSUE NO.	DRAWN BY	DATE	CHECKED BY	PROJECT ENGINEER	SECTION HEAD				
SCALE: 1"=250'									
NORTH ARROW									
ADJUSTED									
UNADJUSTED									
SECTION									
NO.									
ADJUSTED									

SARPY COUNTY, NEBRASKA

1/4
POINT OF TERMINUS
NE COR S 1/2 OF SE 1/4
SEC 24, T14N, R12E
SARPY COUNTY, NE



LOCATION MAP
S 1/2 SE 1/4 SEC. 24, T14N-R12E
SARPY COUNTY, NEBRASKA



I, Robert D. Proett, an Nebraska Registered Land Surveyor, do hereby certify that the information shown herein is an accurate representation of a survey made by me or under my direct supervision.

Robert D. Proett LS 379 Date Mar 26, 1996

CORNHUSKER HIGHWAY (OLD HWY 209)

8" GAS PIPE LINE
12" GAS PIPE LINE
AND REFERENCE LINE

SCALE 1"=100'

LEGAL DESCRIPTION

SE COR S 1/2 OF SE 1/4
SEC 24, T14N, R12E
SARPY COUNTY, NE
POINT OF COMMENCEMENT

From the following described reference line over the South Half of the Southeast Quarter of Section 24, Township 14
2. East of the 6th P.M., Sarpy County, Nebraska, described as follows:
Beginning at the southeast corner of the said South Half of the Southeast Quarter of Section 24;
to North 00°08'49" West (bearing referenced to the Final Plat of EAGLE RIDGE, a subdivision, as surveyed, plotted and
by County, Nebraska) for 60.00 feet along the east line of the said South Half of the Southeast Quarter of Section
to right of way line of Cornhusker Highway (Old Highway 209);
to North 89°58'01" West for 77.69 feet along said north front of way line to the center line of the twelve inch (12")
a spotting by Williams Pipe Line Company on December 18, 1995 and the TRUE POINT OF BEGINNING of said reference
to North 58°54'48" West for 898.16 feet along said center line of the 12" gas pipe line and the reference line;
to said South Half of the Southeast Quarter of Section 24 and the POINT OF TERMINUS;
to Point of Terminus said South 89°53'23" East for 470.31 feet from the northwest corner of the said South Half of the
er of Section 24.

REVISION AND GENERAL REVISION	
NEW DRAWING	
ISSUE	DATE
NO.	CHECKED
BY ENGINEER	
PROJECT	
SECTION	
APPROVED	
BY	
WILLIAMS PIPE LINE COMPANY	
TULSA, OKLAHOMA	
PLAT OF SURVEY OF	
WILLIAMS PIPELINES CROSSING	
S 1/2 SE 1/4 SECTION 24, T14N-R12E	
SARPY COUNTY, NEBRASKA	
SCALE	1"=250'
DATE	
BY	
CHECKED	
BY	
PROJECT	
SECTION	
APPROVED	
BY	
2	