

PARTIAL ASSIGNMENT

THE STATE OF NEBRASKA     )  
                                  )  
COUNTY OF DOUGLAS        )

WHEREAS, by Deed and Agreement dated the 31st day of August, 1961, recorded in Book 700, Pages 386 - 393, Miscellaneous Records of Douglas County, Nebraska, UNION PACIFIC RAILROAD COMPANY executed in favor of SOCONY MOBIL OIL COMPANY, INC. a perpetual easement for a private roadway across a tract of land situated in the South Half (S/2) of Section Twenty-Seven (27), Township Sixteen (16) North, Range Thirteen (13) East of the Sixth Principal Meridian, Douglas County, Nebraska, reference to which is here made for all purposes as if the same were copied herein; and

WHEREAS, the rights, privileges and easement granted by said Deed and Agreement are now owned by MOBIL OIL CORPORATION; and

WHEREAS, MOBIL OIL CORPORATION desires to assign unto WILLIAMS PIPE LINE COMPANY, such rights that shall permit it to jointly use and maintain the roadway constructed under the terms of the above-referred to Deed and Agreement.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, MOBIL OIL CORPORATION, a New York corporation, whose mailing address is 3225 Gallows Road, Fairfax, Virginia 22037, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, to it in hand paid, the receipt of which is hereby acknowledged, does hereby assign and transfer unto WILLIAMS PIPE LINE COMPANY, a Delaware corporation, whose mailing address is P. O. Box 3448, Tulsa, Oklahoma 74101, its successors and assigns, such rights that shall permit it to use, operate, maintain, repair, replace and remove an existing roadway for ingress and egress purposes over, across and through the following described tract of land, to-wit:

A tract of land situated in the South Half (S/2) of Section 27, Township 16 North, Range 13 East of the Sixth Principal Meridian, in Douglas County, Nebraska, bounded and described as follows:

BEGINNING at a point in the North City Limit line of the City of Omaha, and in the North line of Read Street 72.0 feet wide, said point being 40.0 feet distant West, measured at right angles, from the North and South center line of said Section 27;

THENCE East along said North City Limit line, also the North line of Read Street, which is a straight line parallel with and 782.8 feet distant North, measured at right angles, from the South line of said Section 27, a distance of 80.0 feet, more or less, to a point 40.0 feet distant East, measured at right angles, from said North and South center line of Section 27;

THENCE North along a straight line parallel with and 40.0 feet distant East, measured at right angles, from said North and South center line of Section 27, a distance of 1035.7 feet, more or less, to the present water line of the Missouri River;

THENCE Northwesterly along the present water line of the Missouri River a distance of 50 feet, more or less, to a point in said North and South center line of Section 27;

THENCE South along said North and South center line of Section 27 a distance of 527 feet, more or less, to the Southeast corner of Government Lot 3 of said Section 27;

THENCE West along the South line of Government Lot 3 a distance of 40.0 feet, more or less, to a point 40.0 feet distant West, measured at right angles, from said North and South center line of Section 27;

THENCE South along a straight line parallel with and 40.0 feet distant West, measured at right angles, from said North and South center line of Section 27, a distance of 537.5 feet, more or less, to the POINT OF BEGINNING.

TO HAVE AND TO HOLD unto said WILLIAMS PIPE LINE COMPANY, its successors and assigns, for so long as the same shall be used for the purposes herein stated or until terminated as herein provided.

WILLIAMS PIPE LINE COMPANY shall comply with all terms, provisions and obligations of the above-referred to Deed and Agreement from UNION PACIFIC RAILROAD COMPANY dated August 31, 1961 and any Supplemental Agreements thereto, if any.

The rights and privileges transferred to WILLIAMS PIPE LINE COMPANY by and through this Assignment shall not be exclusive of MOBIL OIL CORPORATION'S continuing privileges and use rights under the above-referred to Deed and Agreement, and MOBIL OIL CORPORATION hereby expressly reserves the right to continue its use and enjoyment of the above-described roadway.

Inasmuch as the above-described roadway shall be jointly used by both MOBIL OIL CORPORATION and WILLIAMS PIPE LINE COMPANY, it is understood and agreed that the maintenance, repair, replacement or removal of said roadway shall be agreed to in writing by both parties and related costs thereof shall be prorated based on each parties' usage of the roadway.

By acceptance of this instrument, WILLIAMS PIPE LINE COMPANY shall at all times indemnify and hold harmless MOBIL OIL CORPORATION from and against any and all claims, demands, causes of action and judgments, including court costs which MOBIL OIL CORPORATION may sustain or incur arising out of or in any way connected with or resulting from the exercise by WILLIAMS PIPE LINE COMPANY of the rights and privileges herein assigned.

WILLIAMS PIPE LINE COMPANY shall have the right to assign its right, title and interest herein assigned.

The terms, conditions and provisions of this Assignment shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

This Assignment is made without warranty, either expressed or implied.

EXECUTED this 8th day of December, 1983.

MOBIL OIL CORPORATION

By: [Signature]

ATTEST:

By: [Signature]

COMMONWEALTH OF VIRGINIA )  
COUNTY OF FAIRFAX )

On this 8th day of December, 1983, before me, a Notary Public, in and for said county personally came the above named 109 D Alessio of MOBIL OIL CORPORATION, who is personally known to me to be the identical person whose name is affixed to the above instrument as Asst. Controller of said corporation and acknowledged the instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.

Witness my hand and notarial seal, the date last aforesaid.

My commission expires on the 23rd day of July, 1984.

[Signature]  
Notary Public

RETURN TO  
WILLIAMS PIPE LINE COMPANY  
P. O. BOX 3448  
TULSA, OKLAHOMA 74101

16 more

RECEIVED  
1984 JAN 13 AM 9:02  
C. HAROLD OSTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

BOOK 703  
PAGE 389  
of 411

Fee 15.40  
Index  
Controlled  
27-16-12

27-16-13