



BK 1380 PG 394-398



MISC 2001 06548

WILLIAMS PIPE LINE COMPANY
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

01 MAY -7 AM 11:40

RECEIVED

✓ your lot

This instrument was drafted by and return to Williams Energy Services, Real Estate Department, P.O. Box 21628, Tulsa, Oklahoma 74121-1628 or physical address: Williams Energy Services, Real Estate Department, WS-II, 1717 S. Boulder, Tulsa, Oklahoma 74119. Phone (918) 574-8228.

PARTIAL RELEASE AND GRANT OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS that WILLIAMS PIPE LINE COMPANY L.L.C., (formerly Williams Brothers Pipe Line Company), 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 Rufis T. Amis, Jr. party(ies) 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 dated February 4, 1941 and filed of record in the Office of the Register of Deed of Douglas County, in Book 153 at Page 398 and partially released by Release Deed dated February 7, 1952, and filed of record in the Office of the Register of Deed of Douglas County, in Book 268 at Page 79 and partially released by Partial Release of Right of Way dated May 31, 1955 and filed of record in the Office of the Register of Deed of Douglas County, in Book 299 at Page 239 and assigned to Magnolia Pipe Line Company by instrument dated November 30, 1959 and filed for record in the office of the Register of Deeds in Book 350 at Page 29, and assigned to Williams Brothers Pipe Line Company by instrument dated October 31, 1983 and filed for record in the office of the Register of Deeds in Book 703 at Page 395, in and to the following and no other described land in the County of Douglas and the State of Nebraska, ("Owner's Land") which Landowner represents and warrants to be the present owner of:

See Exhibit A attached hereto and made a part hereof

EXCEPTING AND RESERVING unto WPL, its successors and assigns, all right, title and interest acquired by virtue of the aforementioned Right of Way in and to the following described parcel or strip of land (hereinafter called the "Easement Tract"):

Tract #116-DO-32
Omaha Jct. - Omaha 6"
L.S. 116
Prepared by John Sanborn

Misc. 2.00
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7000049 (e) Page 1
FEE 2.00 FB 11-6000
BKP 34-1612/O COMP
DEL SCAN PV

A strip of land 75 feet in width extending 45 feet outwardly from the existing 6" pipeline on the Northwestern side and 30 feet outwardly from the existing 6" pipeline on the Southwesterly side.

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's 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's 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

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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.

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.

WPL:

WILLIAMS PIPE LINE COMPANY, L.L.C.

By Bryan E. Young
Bryan E. Young
Attorney-in-Fact

Date 4-26-01

LANDOWNER:

Fred Amis, Jr.
Rufus T. Amis, Jr. BY FRED AMIS, ATTORNEY
IN FACT

Date 4/20/01

Tract #116-DO-32
Omaha Jct. - Omaha 6"
L.S. 116
Prepared by John Sanborn

Page 3

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 21st day of April, 2001, personally appeared Bryan E. Young, who being by me duly sworn, did say that he is the Attorney-in-Fact for Williams Pipe Line Company, L.L.C., and that said instrument was signed in behalf of said L.L.C., and said Bryan E. Young acknowledged said instrument to be the free act and deed of said L.L.C.

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.

Carolene Underwood
Notary Public

My Commission Expires:

June 15, 2004

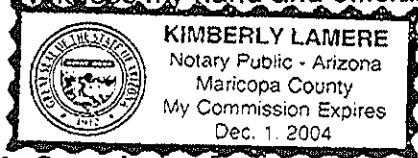
CAROLENE UNDERWOOD

STATE OF Arizona)
) SS
COUNTY OF Maricopa)

NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 20th day of April, 2001, personally appeared Rufus T. Amis Jr. ^{Fred Amis} to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he 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.



My Commission Expires.

12/01/2004

Kimberly Lamere
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

That part of the Southwest Quarter (SW $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$) of Section 27, and part of the Northeast Quarter (NE $\frac{1}{4}$) and the Northwest Quarter (NW $\frac{1}{4}$) of Section 34, all in Township 16 North, Range 12 East of the 6th P.M., in Douglas County, Nebraska, described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 27; thence South 87°09'35" West (bearings referenced to the Nebraska State Plane System, NAD 83), for 127.79 feet, along the South line of the Southwest Quarter of Section 27, to the North right-of-way line of Ida Street and the true Point of Beginning; thence along a curve to the left (having a radius of 1,017.26 feet and a long chord bearing North 85°43'18" West, for 162.69 feet), for an arc length of 162.86 feet, along said North right-of-way line; thence North 01°00'28" West, for 131.10 feet; thence South 89°02'32" West, for 188.18 feet, to the East line of Evergreen Place, a Subdivision, as surveyed, platted and recorded, in Douglas County, Nebraska; thence North 37°47'50" West, for 1,108.80 feet, along the East line of Lots 1 through 10, extended, to the North right-of-way line of Pearl Street; thence South 54°47'56" West, for 7.40 feet, along said North right-of-way line, to the East corner of Lot 11, Evergreen Place; thence North 02°41'18" West, for 257.28 feet, to the Northeast corner of Lot 11, Evergreen Place and the North line of the Southeast Quarter of the Southwest Quarter of Section 27; thence North 87°09'25" East, for 1,121.88 feet, to the Northeast corner of the Southeast Quarter of the Southwest Quarter of Section 27; thence South 02°31'35" East, for 514.14 feet, along the East line of the said Southeast Quarter of the Southwest Quarter of Section 27; thence North 87°15'11" East, for 1,397.28 feet; thence South 02°43'26" East, for 806.16 feet, parallel with and 66.00 feet East of the West line of the Southeast Quarter of the Southwest Quarter of Section 27, to the South line thereof; thence South 02°17'15" East, for 71.82 feet, parallel with and 66.00 feet East of the West line of the Northeast Quarter of the Northeast Quarter of Section 34, to the North right-of-way line of the Northwest Connector; thence along a curve to the left (having a radius of 1,362.34 feet and a long chord bearing South 71°38'19" West, for 642.88 feet), for an arc length of 649.00 feet, along said North right-of-way line; thence North 32°00'32" West, for 10.00 feet, along said North right-of-way line; thence along a curve to the left (having a radius of 1,372.34 feet and a long chord bearing South 52°28'44" West, for 263.65 feet), for an arc length of 264.06 feet, along said North right-of-way line; thence North 89°12'50" West, for 71.72 feet, to the North right-of-way line of Ida Street; thence North 46°26'46" West, for 123.10 feet, along said North right-of-way line; thence along a curve to the left (having a radius of 1,017.26 feet and a long chord bearing North 60°03'41" West, for 478.93 feet), for an arc length of 483.47 feet, along said North right-of-way line, to the West line of the Northeast Quarter of Section 34; thence along a curve to the left (having a radius of 1,017.26 feet and a long chord bearing North 77°24'22" West, for 132.33 feet), for an arc length of 132.42 feet, along said North right-of-way line, to the North line of the Northwest Quarter of Section 34 and the Point of Beginning.