

COUNTER ah ah C.E. ah  
 VARY ah D.E. ah  
 PAID 52.00  
 FEES \$ 7015408  
 CASH 7015408  
 CASH         
 REFUND        CREDIT         
 SHORT        NCR       

FILED SARPY COUNTY NEBRASKA  
 INSTRUMENT NUMBER

2015-00883

01/14/2015 11:51:21 AM

*Clay J. Dowling*

REGISTER OF DEEDS



Drafted by & when filed return to: Magellan Pipeline Company, L.P., P. O. Box 22186, OTC-9 (Sherrie L. Guthrie), Tulsa, Oklahoma 74121-2186, 918/574-7350.)

## PARTIAL RELEASE AND GRANT OF RIGHT OF WAY

This ***Partial Release and Grant of Right of Way*** (hereinafter "**Agreement**") is made and entered into by and between Magellan Pipeline Company, L.P. (formerly known as Magellan Pipeline Company, LLC prior to name change effective September 9, 2004, and, formerly known as "Williams Pipe Line Company, LLC" prior to a name change effective as of September 1, 2003), a Delaware limited partnership, whose address is OTC-9 P. O. Box 22186, Tulsa, Oklahoma 74121-2186 (hereinafter called "**MPL**") and **Robert J. Haug, Trustee, and Robert J. Haug, Trustee of the Robert J. Haug Revocable Trust dated March 30, 2000 and Paul A. Haug, Trustee**, whose address is **10809 Highway 370, Papillion, Nebraska 68046** his heirs, successors, grantees and assigns (hereinafter called "**Owner**", whether one or more).

### WITNESSETH:

**WHEREAS, Owner** represents and warrants that **Owner** owns all of the following described tract of land located in Sarpy County, Nebraska (which land is hereinafter referred as "**Owner's Land**") and has full right and power to make this **Agreement**:

PART OF THE SOUTH HALF (S/2) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 29, T14N, R12E OF THE 6TH P.M., SARPY COUNTY, NEBRASKA; and,

**WHEREAS, MPL** owns certain easement rights by virtue of its interest in the following described instruments (hereinafter referred to as the "**Easement**", whether one or more):

A Right of Way Agreement executed by Daniel R. Schobert and Lucy S. Schobert, his wife, on the 8<sup>th</sup> day of May 1941, and filed for record in the office of the Register of Deeds of Sarpy County, Nebraska on the 13<sup>th</sup> day of May, 1941 in Book 10 of Misc., Page 533; and,

**WHEREAS, MPL** owns certain pipelines and related facilities and appurtenances located in, on or under **Owner's Land** (which such pipelines, facilities and related appurtenances are hereinafter referred to as the "**MPL Facilities**"); and,

**WHEREAS, Owner** has requested that **MPL** provide a more definite and specific description of its **Easement** in a minimum width for that portion of **Owner's Land** currently utilized and to be utilized in the future by **MPL** for its exercise of the rights granted in the **Easement**.

**NOW THEREFORE**, for and in consideration of One Dollar (\$1.00) in hand paid by **Owner** and the covenants contained herein, **MPL** hereby releases and forever quitclaims to **Owner**, all of **MPL's** right, title and interest in, and all obligations with respect to, the **Easement** (except as specified in the exceptions and reservations set forth below), IN SO FAR AS AND ONLY TO THE EXTENT that the **Easement** affects **Owner's Land**.

**EXCEPTING AND RESERVING**, however, unto **MPL** and its successors and assigns all of **MPL's** rights, title, uses and interests acquired or permitted by virtue of the **Easement** in and to a one hundred (100') foot wide strip or parcel of land described in EXHIBIT "A" attached hereto (hereinafter called the "**MPL Easement Tract**"). **Owner** and **MPL** agree that their mutual intent is the **MPL Easement Tract** shall contain within its described boundaries, all of the **MPL Facilities** existing on **Owner's Land** as of this date (except those **MPL Facilities**, if any, which are the subject of a separate written agreement).

In further consideration of the releases, promises and mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Owner** and **MPL** agree that this **Agreement** shall provide, and the **Easement** is hereby amended to the extent necessary to provide the following and **Owner** hereby grants, sells and conveys to **MPL** the following rights:

1. **Owner** further covenants and agrees that **Owner** will not place, create, erect or construct any building, improvement, road, driveway, structure, fence, water impoundment, waterway or obstruction of any kind, either on, above or below the surface of the ground on the **MPL Easement Tract**, or change the grade or elevation of, or conduct any activities (including mining) that would endanger lateral support for the ground within, the **MPL Easement Tract**, or plant any trees, bushes or shrubs thereon or cause or permit any of these aforementioned things to be done by others, without the prior written permission of **MPL**. **Owner** shall assume all liability for and shall indemnify and save harmless **MPL** and its affiliates, and their members, partners, directors, officers, employees and agents and their successors and assigns, from all liabilities (including, without limitation, claims and damages) of any nature arising from **Owner's** breach of or failure to comply with its foregoing covenants and agreements in this paragraph.
2. **MPL** shall have 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, along with above and below ground appurtenances and related facilities, including, but not limited to fittings, valves and cathodic protection equipment; and
- (b) existing and future lines, cables, conduits and related equipment and appurtenances for telecommunications or other purposes, whether or not related to pipelines;

over, through, under and across the **MPL Easement Tract**, together with the right from time to time to clear the **MPL Easement Tract** of any trees, undergrowth, brush, other obstructions or non-permitted encroachments located on, under or overhanging the **MPL Easement Tract**, and the right to remediate and/or remove contaminants or contaminated soil on or under **Owner's Land** resulting from the **MPL Facilities**, 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 **Owner** for the exercise of the aforesaid rights or for any damage(s) resulting to the property of **Owner** except where expressly provided for in the **Easement** as amended by this **Agreement**.

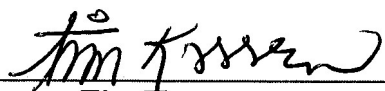
**TO HAVE AND TO HOLD** unto said **MPL** and **Owner**, as their interests are herein expressed, and to inure to the benefit of and be binding upon their heirs, successors, grantees and assigns forever.

The terms and conditions of this **Agreement** shall constitute covenants running with the land. **MPL** shall have the right to assign the rights granted herein and held by it in the **MPL Easement** in whole or in part. This **Agreement** may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This **Agreement** shall become effective upon its complete execution by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands on the dates expressed below.

C


**MAGELLAN PIPELINE COMPANY, L.P.**  
By Its General Partner, Magellan Pipeline GP, LLC,  
By Its Undersigned, Authorized Signatory

  
\_\_\_\_\_  
**Tim Kassen**

Date: 01-08-15

**OWNER**

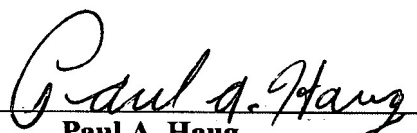
By Robert J. Haug, Trustee, and  
Robert J. Haug, Trustee of the  
Robert J. Haug Revocable Trust dated  
March 30, 2000

  
\_\_\_\_\_  
**Robert J. Haug**

Date: 1-8-15

and

By Paul A. Haug, Trustee

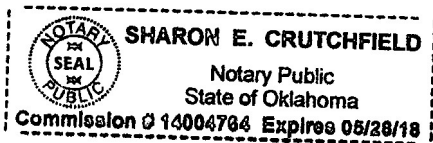
  
\_\_\_\_\_  
**Paul A. Haug**

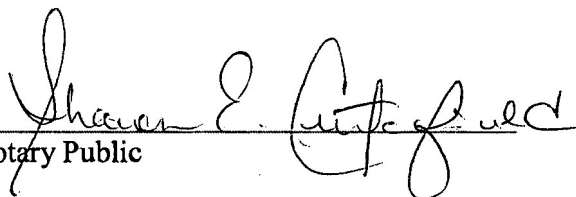
Date: 1/8/15

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STATE OF OKLAHOMA     )  
                                      )  
COUNTY OF TULSA        )     SS

Before me, the undersigned, a Notary Public in and for the county and State aforesaid, on this 8<sup>th</sup> day of January 2015 personally appeared Tim Kassen, to me personally known to be the Authorized Signatory of **MAGELLAN PIPELINE GP, LLC**, a Delaware limited liability company, who being duly sworn did acknowledge to me that he executed the foregoing instrument on behalf of said limited liability company as the free and voluntary act and deed, for the uses, purposes and consideration therein set forth.



  
\_\_\_\_\_  
Notary Public  
**SHARON E. CRUTCHFIELD**

My commission expires:  
5.28.18

STATE OF NEBRASKA     )  
                                      )  
COUNTY OF SARPY        )     SS

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 8<sup>th</sup> day of January 2015, personally appeared Robert J. Haug, Trustee, and Robert J. Haug, Trustee of the Robert J. Haug Revocable Trust dated March 30, 2000, to me known to be the identical person 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.



  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
10-26-18

E

STATE OF NEBRASKA

)

SS

COUNTY OF SARPY

)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 8<sup>th</sup> day of January 2015, personally appeared Paul A. Haug, Trustee, to me known to be the identical person 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.



  
\_\_\_\_\_  
Notary Public

My Commission Expires:

10-26-18

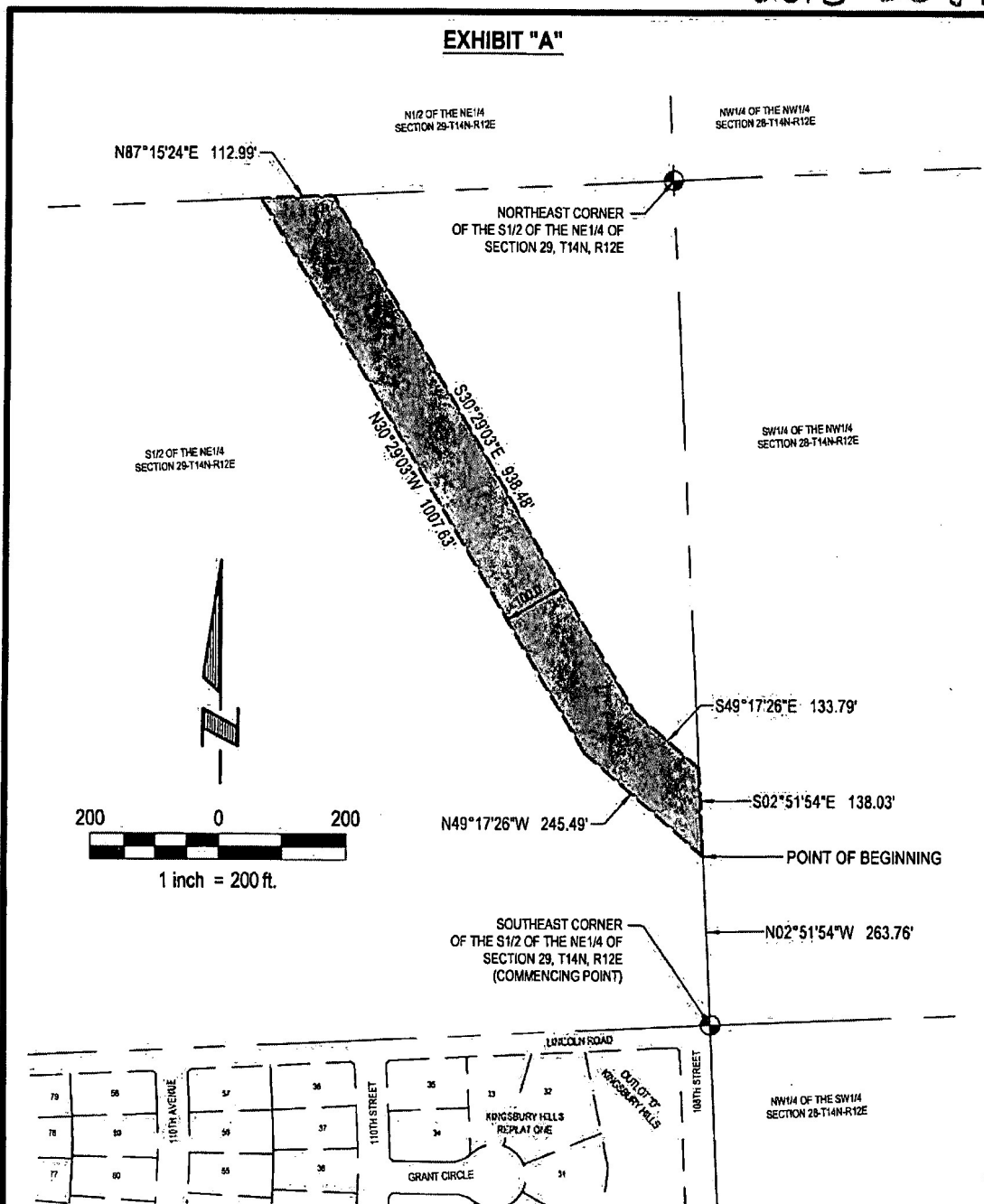
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## **EXHIBIT "A"**

**TO PARTIAL RELEASE AND GRANT OF RIGHT OF WAY**  
**{Being a portion of Magellan Pipeline Company, L.P. Tract number 116-SA-21}**

### **MPL Easement Tract Description**

The **MPL Easement Tract** crosses **Owner's land** which is situated in the Southeast Quarter (NE/4) of Section 29, Township 14 North, Range 12 East of the 6<sup>th</sup> P.M., Sarpy County, Nebraska. The **MPL Easement Tract** is described as being 100 feet in width, being 50 feet on each side of the centerline described below, which is along the axis of the **MPL Topeka to Sioux Falls No.2-6"** pipeline:

**EXHIBIT "A"****LEGAL DESCRIPTION**

A 100 FOOT MAGELLAN PIPELINE EASEMENT LOCATED IN THE S1/2 OF THE NE1/4 OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 12 EAST OF THE 6TH P.M., SARPY COUNTY, NEBRASKA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID S1/2 OF THE NE1/4 OF SECTION 29; THENCE N02°51'54"W (ASSUMED BEARING) ALONG THE EAST LINE OF SAID S1/2 OF THE NE1/4 OF SECTION 29, A DISTANCE OF 263.76 FEET TO THE POINT OF BEGINNING; THENCE N49°17'26"W, A DISTANCE OF 245.49 FEET; THENCE N30°29'03"W, A DISTANCE 1007.63 FEET TO A POINT ON THE NORTH LINE OF SAID S1/2 OF THE NE1/4 OF SECTION 29; THENCE N87°15'24"E ALONG SAID NORTH LINE OF THE S1/2 OF THE NE1/4 OF SECTION 29, A DISTANCE OF 112.99 FEET; THENCE S30°29'03"E, A DISTANCE OF 938.48 FEET; THENCE S49°17'26"E, A DISTANCE OF 133.79 FEET TO A POINT ON SAID EAST LINE OF THE S1/2 OF THE NE1/4 OF SECTION 29; THENCE S02°51'54"E ALONG SAID EAST LINE OF THE S1/2 OF THE NE1/4 OF SECTION 29, A DISTANCE OF 138.03 FEET TO THE POINT OF BEGINNING.

SAID 100.00 FOOT MAGELLAN PIPELINE EASEMENT CONTAINS 116,270 SQUARE FEET OR 2.669 ACRES, MORE OR LESS.

**E & A CONSULTING GROUP, INC.**

Engineering • Planning • Environmental & Field Services  
330 North 117th Street Omaha, NE 68154 Phone: 402.695.4700

Drawn by: JRS Chkd by:  
Job No.: P2013.604.001

Date: 09/29/2014

**MAGELLAN PIPELINE EASEMENT**

SE1/4 OF THE NE1/4  
SECTION 29-T14N-R12E  
SARPY COUNTY, NEBRASKA