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 Register of Deeds, Douglas County, NE
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2004150614

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 P. O. Box 22186, Tulsa, Oklahoma 74121-2186 (hereinafter called "**MPL**") and **Celebrity Townhomes, Inc.**, a Nebraska corporation, whose mailing address is 1809 South 189th Street, Omaha, Nebraska 68130, their 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 Douglas County, Nebraska (which land is hereinafter referred to as "**Owner's Land**") and has full right and power to make this **Agreement**:

A Tract of land located in part of the North Half of the Southeast Quarter (N/2 SE/4) of Section 26, T-16-N, R-12-E of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

- Commencing at the Northwest corner of said SE/4 of Section 26;
- Thence N 87°23'41" E (assumed bearing) along the North line of said SE/4 of Section 26, a distance of 33.00 feet to a point on the Easterly Right of Way line of 78th Street, said point also being the Point of Beginning;
- Thence continuing N 87°23'41" E along said North line of SE/4 of Section 26, a distance of 928.11 feet;
- Thence S 02°36'20" E, a distance of 41.55 feet;
- Thence Southwesterly on a curve to the right with a radius of 405.62 feet, a distance of 124.58 feet, said curve having a long chord which bears S 06°11'35" W, a distance of 124.09 feet;
- Thence N 75°00'30" W, a distance of 41.77 feet;
- Thence Westerly on a curve to the left with a radius of 247.57 feet, a distance of 76.04 feet, said curve having a long chord which bears

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N 83°48'25" W, a distance of 75.74 feet;
 Thence S 87°23'40" W, a distance of 81.00 feet;
 Thence S 02°36'20" E, a distance of 394.20 feet;
 Thence S 21°49'11" W, a distance of 39.48 feet;
 Thence S 50°07'23" W, a distance of 87.53 feet;
 Thence S 41°07'42" W, a distance of 156.72 feet;
 Thence S 26°20'05" W, a distance of 157.16 feet;
 Thence S 21°55'27" W, a distance of 84.72 feet;
 Thence S 21°22'55" W, a distance of 141.26 feet;
 Thence S 09°34'50" W, a distance of 78.06 feet;
 Thence Southeasterly on a curve to the right with a radius of 100.00 feet, a distance of 27.56 feet, said curve having a long chord which bears S 85°19'29" E, a distance of 27.47 feet;
 Thence S 77°25'47" E, a distance of 111.31 feet;
 Thence S 12°34'13" W, a distance of 136.31 feet to a point on the South line of the North half of said SE/4 of Section 26, said point also being on the North Right of Way line of 77th Street;
 Thence S 87°23'09" W along said North Right of Way Line of 77th Street, and also the North line of Lots 108, 109, 110 and 111, Woodbridge, a Subdivision located in the S/2 of said SE/4 of Section 26, and also said Easterly Right of way line of 78th Street, said line also being said South line of the N/2 of the SE/4 of Section 26, a distance of 432.33 feet to a point on said Easterly Right of Way line of 78th Street;
 Thence N 02°38'05" W along said Easterly Right of Way line of 78th Street, a distance of 1320.59 feet to the Point of Beginning.
 Said tract of land contains an area of 783,458 square feet or 17.986 acres more or less.

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):

- ✓ 1. A Right of Way Agreement executed by James P. Johnson and Minnie L. Johnson, on the 5th day of February, 1941, and filed for record in the office of the Register of Deeds of Douglas County, Nebraska on the 13th day of March, 1941, in Book 153, Page 397; and,
- ✓ 2. Agreement between Hedgewood, Inc. and Mobil Pipe Line Company, on the 15th day of February, 1980, and filed for record in the office of the Register of Deeds of Douglas County, Nebraska on the 27th day of March, 1980, in Book 630, Page 557; 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), **INSOFAR AS AND ONLY TO THE EXTENT** that the **Easement** affects **Owner's Land**.

EXCEPTING AND RESERVING, however, unto **MPL** and its successors and assigns: (1) all of **MPL's** rights, title, uses and interests acquired or permitted by virtue of the **Easement** in and to the parcel or strip of land described in **EXHIBIT "A"** attached hereto (hereinafter called the "**MPL Easement Tract**") and (2) the right of ingress and egress to the **MPL Easement Tract** and the **MPL Facilities**, and the right, from time to time, to use temporary work space as reasonably necessary, on, over and across **Owner's Land**.

WHEREAS, it is strictly understood that nothing herein contained shall in anywise diminish **MPL's** right title and interest in and to the **MPL Easement Tract** above excepted unto **MPL**. It is expressly understood and agreed that it is the intent of the parties herein to describe tracts of land that contain **MPL's** existing pipeline. In the event, however, that **MPL's** existing pipeline, or any part thereof, is not totally within the **MPL Easement Tract** as described, the parties hereto agree to amend the description of the **MPL Easement Tract**, at **Owner's** cost, to so encompass and contain the existing pipeline; and

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 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 1) the right of reasonable ingress and egress over and across those portions of **Owner's Land** that are not at the time of such use occupied by buildings or other such substantial improvements, 2) the right from time to time to use temporary work space, as reasonably necessary on, over and across those portions of **Owner's Land** that are not, at the time of such use occupied by buildings or other such substantial improvements, 3) 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 4) 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.

3. 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.

This *Partial Release and Grant of Right of Way* document supercedes and replaces that Agreement dated February 15th, 1980 and filed for record in the Douglas County Register of Deeds Office March 27, 1980 in Book 630, Page 557.


IN WITNESS WHEREOF, **Owner** and **MPL** execute this **Agreement**, effective as of the 19th day of OCTOBER, 2004.

MAGELLAN PIPELINE COMPANY, L.P.
a Delaware limited partnership,

By: Magellan Pipeline GP, LLC, its general partner

By: 
Name: Richard A. Olson
Title: Vice President

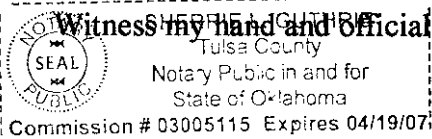
Celebrity Townhomes, Inc.
a Nebraska corporation

By: 
Chad Larson
Vice President

NOTARIAL SEAL
REGISTER OF DEEDS

STATE OF OKLAHOMA)
)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 4th day of November, 2004 personally appeared Richard A. Olson, to me personally known to be the Vice President 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.

Witness my hand and official seal.


Sherrie L. Guthrie
Notary Public **SHERRIE L. GUTHRIE**

My commission expires:
4-19-07

STATE OF NEBRASKA)
)
) SS
COUNTY OF DOUGLAS)

Before me, the undersigned, a Notary Public in and for the County aforesaid, on this 19 day of October, 2004, personally appeared **CHAD LARSON** to me known personally to be the Vice President of **CELEBRITY TOWNHOMES, INC.**, a Nebraska corporation, who being duly sworn did acknowledge to me that he executed the foregoing instrument on behalf of said Celebrity Townhomes, Inc. as the free and voluntary act and deed of said corporation, for the uses, purposes and consideration therein set forth.

Witness my hand and official seal.



Loren Johnson
Notary Public

My Commission Expires:
Oct. 30, 2005

EXHIBIT "A"
TO PARTIAL RELEASE AND GRANT OF RIGHT OF WAY]
{being a portion of Magellan Pipeline Company, L.P. Tract number 116-DO-36}

MPL Easement Tract Description

The **MPL Easement Tract** crosses **Owner's Land** which is situated in the Northwest Quarter of the Southeast Quarter (NW/4 SE/4) of Section 26, T-16-N, R-12-E, Douglas County, Nebraska. The **MPL Easement Tract** is described as being the South 60 feet of **Owner's Land**.