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GEORGE J. SUGLEWIN
REGISTER OF DEED,
DOUGLAS COUNTY, N

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PARTIAL RELEASE AND RIGHT OF WAY AGREEMENT

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, (Grantor), for and in consideration of One Dollar (\$1.00) in hand paid by Celebrity Homes, Inc., (Grantee), and the covenants hereinafter contained, does hereby release, quit claim, and convey unto the Grantee with the intent to extinguish, all of its right, title and interest acquired by that Right of Way Agreement executed by Emma M. Bainbridge, on the 10th day of March, 1941, and filed for record in Douglas County, Nebraska, Misc. Book 153 at Page 472 to Socony-Vacuum Oil Company, predecessor in interest to Williams Pipe Line Company, in and to the following and no other described land in Douglas County, Nebraska:

The North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 32, Township 16 North, Range 12 East.

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 parcels or strips of land:

See Exhibit A attached.

Williams Pipe Line Co.
P.O. Box 3448
Tulsa, OK 74101-9946

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 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.

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.

For purposes of establishing record title this conveyance shall relate back to the recording of the above referenced Right of Way Agreement in Douglas County, Nebraska on March 14, 1941 in Book 153 Page 472.

IN WITNESS WHEREOF, we hereunto set our hands and seals on the day and year below our signatures indicated.

(SEAL)

IMPRINTED CORPORATE SEAL
REGISTER OF DEEDS

GRANTOR:

WILLIAMS PIPE LINE COMPANY

By Greg S. Floerke *GF*
Greg S. Floerke, Manager
Land, Records and Claims
Attorney-in-Fact

Date 4-8-96

GRANTEE:

CELEBRITY HOMES, INC.

By Wayne Larsen
Name WAYNE LARSEN
Title President

Date 10/21/94

Date _____

STATE OF OKLAHOMA

)
) SS
)

COUNTY OF TULSA

~~Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this _____ day of _____, 19____, personally appeared Andrew S. Nimick, Supervisor, Real Estate and Claims, 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 March 17, 1994, Power of Attorney filed for record March 23, 1994, in the County of Tulsa, State of Oklahoma, in Book 5607 at Page 1157, as Document 94034421, 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 Andrew S. Nimick 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.

Notary Public

My Commission Expires:

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

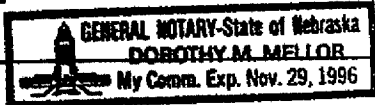
On this 21 day of October, 1994, before me appeared Gale L. Larsen, to me personally known, who, being by me duly sworn, did say that he is the President of Celebrity Homes, Inc. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its By - LAWS, and said Gale L. Larsen 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.

Dorothy M. Mellor

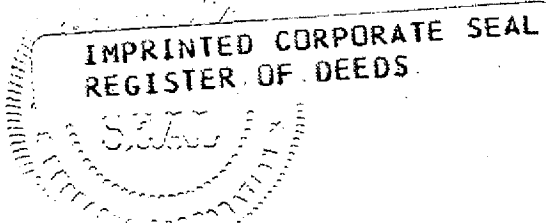
Notary Public

My Commission Expires:



NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS

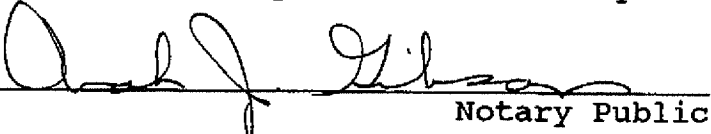
This instrument was drafted by
Williams Pipe Line Company,
a Delaware Corporation,
P.O. Box 3448,
Tulsa, Oklahoma 74101



STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for the county and state aforesaid, on this 8th day of April, 1996, personally appeared Greg S. Floerke, Manager, Land, Records and Claims, 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 an August 4, 1995, Power of Attorney filed for record August 9, 1995, in the County of Tulsa, State of Oklahoma, in Book 5735 at Page 0244, as Document 95068720, 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 Greg S. Floerke 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.


Notary Public

My Commission Expires:

May 6, 1998

IMPRINTED CORPORATE SEAL
REGISTER OF DEEDS:

EXHIBIT A TO
PARTIAL RELEASE AND RIGHT OF WAY AGREEMENT

Section 32, Township 16 North, Range 12 East
Douglas County, Nebraska

TRACT A

Commencing at the Northeast Corner of said Section 32; thence South 00°14'46" West (assumed bearing) along the East line of said Section 32, a distance of 50 feet to the point of beginning:

Thence continuing South 00°14'46" West along said East line, a distance of 75.09 feet; thence North 89°57'51" West, a distance of 967.54 feet; thence North 00°02'09" East, a distance of 75.09 feet; thence South 89°57'51" East, a distance of 967.82 feet to the point of beginning.

Said tract of land containing 1.67 acres, more or less.

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TRACT B

Commencing at the North Quarter Corner of said Section 32; thence South 89°57'51" East (assumed bearing) along the North line of Section 32, a distance of 33.00 feet; thence South 00°33'57" West, a distance of 33.00 feet to the point of beginning:

Thence South 89°57'51" East, a distance of 1617.91 feet; thence South 00°02'09" West, a distance of 92.09 feet; thence North 89°57'51" West, a distance of 1541.76 feet; thence South 00°33'57" West, a distance of 361.01 feet; thence South 80°44'16" West a distance of 78.15 feet; thence North 00°33'57" East, a distance of 465.73 feet to the point of beginning.

Said tract of land contains 4.07 acres, more or less.

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NWS