

51-535

PARTIAL RELEASE OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS that WILLIAMS PIPE LINE COMPANY, a Delaware Corporation with its principal place of business in Tulsa, Oklahoma, party of the first part, hereinafter called Grantor, for and in consideration of One Dollar (\$1.00) in hand paid by Henry A. Schuemann and Helen A. Schuemann, Husband and Wife

part y of the second part, hereinafter called Grantee s, and the covenants hereinafter contained to be kept by Grantee s, does hereby release, quit claim, and convey unto the said Henry A. Schuemann and Helen A. Schuemann

FILED FOR RECORD 8-16-78 AT 9:45A M. IN BOOK 51 OF Miss Secs  
PAGE 535 Carl L. Hillebrand REGISTER OF DEEDS, SARPY COUNTY, NEB 1525

with the intent to extinguish, all of its right, title and interest acquired by that certain Right of Way Agreement executed by Henry A. Schuemann and wife Helen A. Schuemann

on the 24th day of November, 1945, and filed for record in the office of the Register of Deeds of Sarpy County, Nebraska, on the 14th day of February, 1946, in Book 12 at Page 620 Miscellaneous

and assigned to Williams Brothers Pipe Line Company by Special Warranty Deed dated March 15, 1966, and filed for record in the office of the said Register of Deeds, in Book 126 of Deeds at Page 277,

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57-5354

in and to the following and no other described land in the county of  
Sarpy and the state of Nebraska :

The South Half ( $S\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section 9, Township 13  
North, Range 13 East, Sarpy County, Nebraska,

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 parcel or strip of land:

A strip of land 75 feet in width situated in and extending across the aforesaid South Half ( $S\frac{1}{2}$ ) of the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section 9, Township 13 North, Range 13 East, Sarpy County, Nebraska. The 75 foot wide strip of land is parallel with and extends 37.5 feet on each side of, measured at right angles from, the following described survey line:

Beginning at the  $W\frac{1}{4}$  corner of said Section 9; thence  $N 89^{\circ} 51' 53'' E$ , a distance of 1616.96' to the point of beginning of survey line to be described; thence  $N 03^{\circ} 39' 36'' W$ , a distance of 398.98'; thence  $N 09^{\circ} 43' 13'' W$ , a distance of 936.22' to a point of ending on the North line of the South Half of the Northwest Quarter of said Section 9, said point being 1433.41'  $N 89^{\circ} 47' 01'' E$  from the NW corner of the  $S\frac{1}{2}$  of the  $NW\frac{1}{4}$  of said Section 9.

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TO HAVE AND TO HOLD unto the said Grantee s, their heirs,  
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 s 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 thereof, or cause or permit these things to be done by others, without the express written permission of Grantor. The Grantee s 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 Grantees so permitted by the Grantor or from the existence of any construction so permitted. The covenants in this paragraph contained 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.

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.

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

ATTEST:  
CORPORATE  
SECRETARY  
A. L. Bennett  
Assy Secretary

GRANTOR:  
WILLIAMS PIPE LINE COMPANY  
By K. E. Bailey  
K. E. Bailey  
Vice President

Witnesses:  
W. S. ...

Date August 2, 1978

Witnesses:  
Richard ...

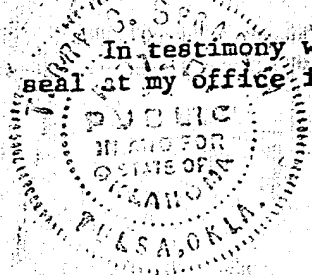
GRANTEE S :  
Henry A. Schuemann  
Henry A. Schuemann  
Helen A. Schuemann  
Helen A. Schuemann

Date 7-19-25/1978

STATE OF OKLAHOMA )  
 ) ss  
COUNTY OF TULSA )

On this 2nd day of August, 1978, before me appeared K. E. Bailey to me personally known, who being by me duly sworn did say that he is the Vice President of Williams Pipe Line Company, a corporation, 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 Board of Directors, and said K. E. Bailey 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.



Terry G. Spradlin  
Terry G. Spradlin  
Notary Public

My Commission Expires: November 25, 1978

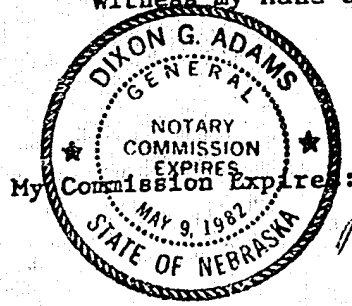
STATE OF Nebraska )  
 ) ss  
COUNTY OF Sarpy )

Before me, the undersigned, a Notary Public in and for the County aforesaid on this 25th day of July, 1978 personally appeared \_\_\_\_\_

Henry A. Schuemann and Helen A. Schuemann  
Husband and Wife

to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes set forth.

Witness my hand and official seal.



[Signature]  
Notary Public

May 9, 1982