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PARTIAL RELEASE OF RIGHT OF WAY

1973 DEC 31 AM 9:21

KNOW ALL MEN BY THESE PRESENTS that WILLIAMS BROTHERS 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 _____

Clark E. Jenson, June Jenson, Stewart A. Smith and Hazel I. Smith

parties of the second part, hereinafter called Grantee, and the covenants hereinafter contained to be kept by Grantee, does hereby release, quit claim, and convey unto the said _____

Clark E. Jenson and June Jenson, husband and wife, and Stewart A. Smith and Hazel I. Smith, husband and wife,

with the intent to extinguish, all of its right, title and interest acquired by that certain Right of Way Agreement executed by _____

Claus Ohrt and Anna M. C. Ohrt

on the 20th day of February, 1950, and filed for record in the office of the County Clerk of Washington County, Nebraska, on the 10th day of March, 1950, in Book L at Page 313

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 County Clerk, in Book R at Page 467,

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in and to the following and no other described land in the County of
Washington and the State of Nebraska :

The East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 17, Township 17N,
Range 12E, _____

_____ 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:

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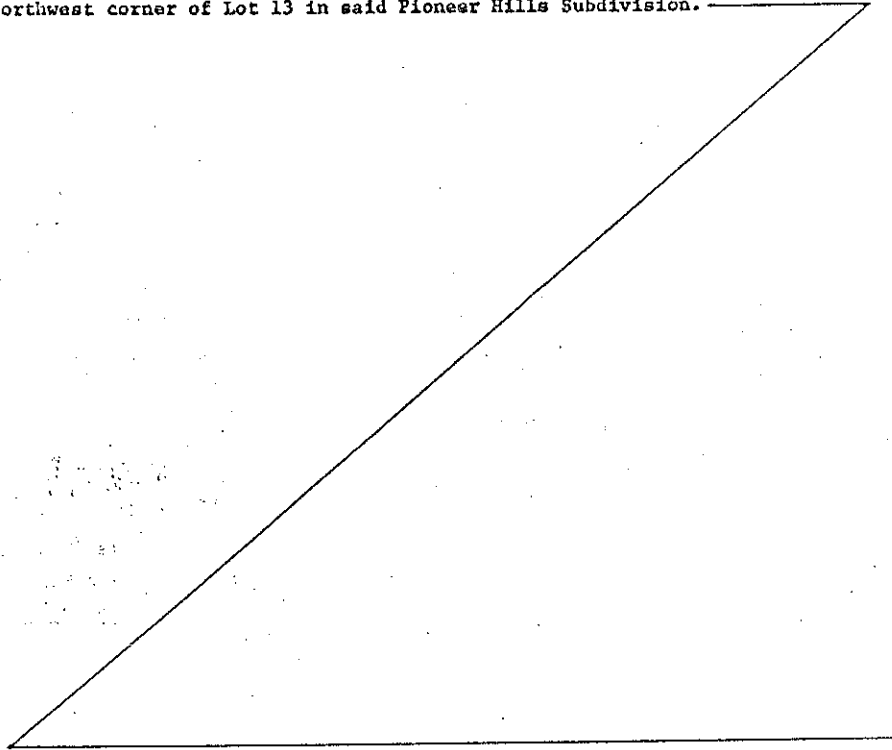
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All that part of Lots 1, 2, 3 and 4 of "Pioneer Hills", a subdivision in Washington County, Nebraska, according to the plat thereof recorded in Book 71 at Pages 565 and 566 which lies 50 feet on either side of the line described as follows:

From the center of Section 17, T17N, R12E of the Sixth P.M., Washington County, Nebraska, and assuming the North-South Quarter line of said section (also being the East line of Lots 1, 2, 3 and 4 in Pioneer Hills Subdivision) to bear S 00° 00' 32" W; thence S 00° 00' 32" W a distance of 1022.87 feet to the point of beginning; thence N 47° 08' 00" W a distance of 2515.84 feet; thence N 30° 41' 12" W a distance of 690.02 feet; thence N 17° 35' 14" W a distance of 36.60 feet to a point on the Quarter Quarter line North of the East-West Quarter line of said Section 17 (also being the North line of Lot 13 in Pioneer Hills Subdivision) and terminating at that point, said point of termination being 21.13 feet on a bearing of S 89° 47' 34" E from the Northwest corner of Lot 13 in said Pioneer Hills Subdivision.

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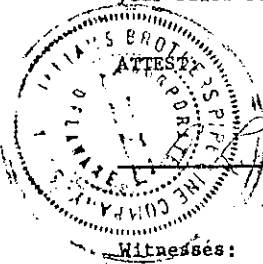
TO HAVE AND TO HOLD unto the said Grantee s, their heirs and assigns forever.

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 Grantees 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 Grantees 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.



A. L. Bennett
Assistant Secretary

Witnesses:

Witnesses:
Christa M. Peters
Colleen Woodrigh

GRANTOR:
WILLIAMS BROTHERS PIPE LINE COMPANY
By W. A. Elliott
W. A. Elliott
~~Executive~~ Vice President
Date December 20, 1973

GRANTEES:
Clark Jensen
Clark Jensen
Stewart A. Smith
Stewart A. Smith
Hazel I. Smith
Hazel I. Smith
Date December 7, 1973

