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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 Darrel L. Jensen, Lynne I. Jensen,

Stewart A. Smith, Hazel I. Smith, Warren D. Whitaker, Ellen Whitaker, Anita M. Peters, John B. Peters, John D. Young, Jean Young, Agnes M. LaPorte, Everette R. LaBore and Elaine M. LaBore,

part ies 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 Darrel A. Jensen, Lynne I. Jensen, Stewart

A. Smith, Hazel I. Smith, Warren D. Whitaker, Ellen Whitaker, Anita M. Peters, John B. Peters, John D. Young, Jean Young, Agnes M. LaPorte, Everette R. LaBore and Elaine M. LaBore,

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

Leth J. Neilsen and Dorothy Neilsen

on the 21st day of February, 19 50, and filed for record in the office of the County Clerk of Washington County, Nebraska, on the 10th day of March, 19 50, in Book "L" at Page 312

and assigned to Williams Brothers Pipe Line Company by Special Warranty Deed dated March 15, 19 66, and filed for record in the office of the said County Clerk, in Book R at Page 467.

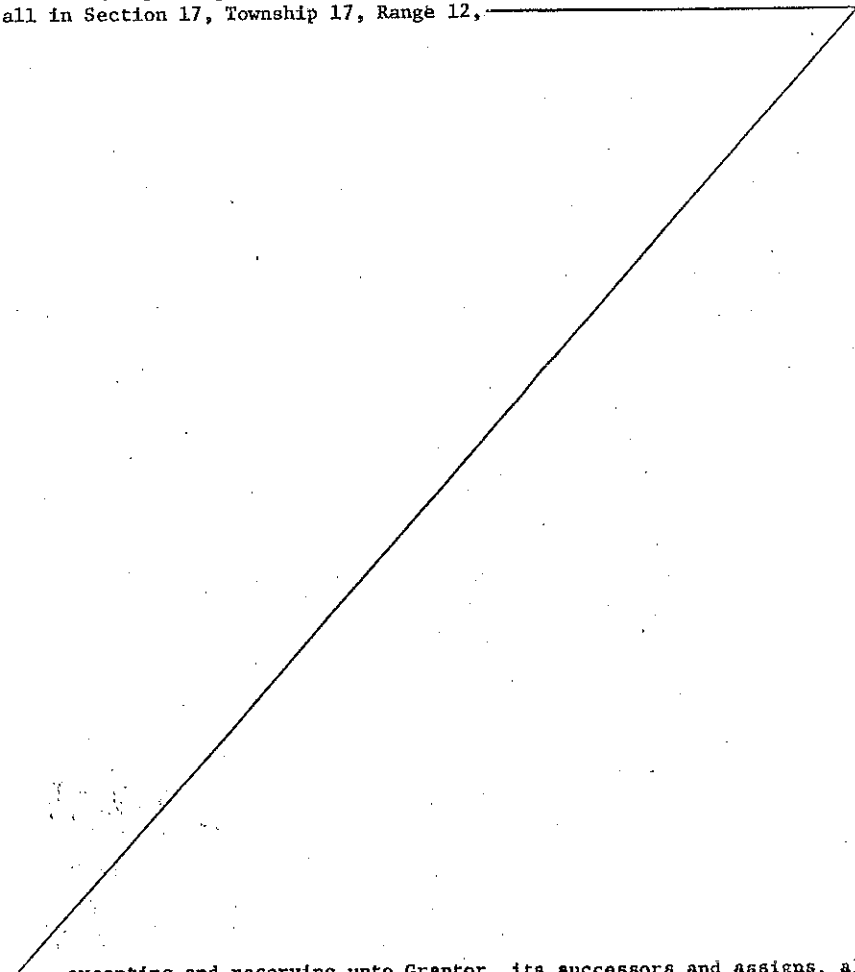
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in and to the following and no other described land in the County of  
Washington and the State of Nebraska :

The Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$  NW $\frac{1}{4}$ ); and Tax Lots 1,  
2 and 3 (comprising SW $\frac{1}{4}$  NW $\frac{1}{4}$  and W $\frac{1}{2}$  SE $\frac{1}{4}$  NW $\frac{1}{4}$ ) except 2 acres for cemetery,  
all in Section 17, Township 17, Range 12,



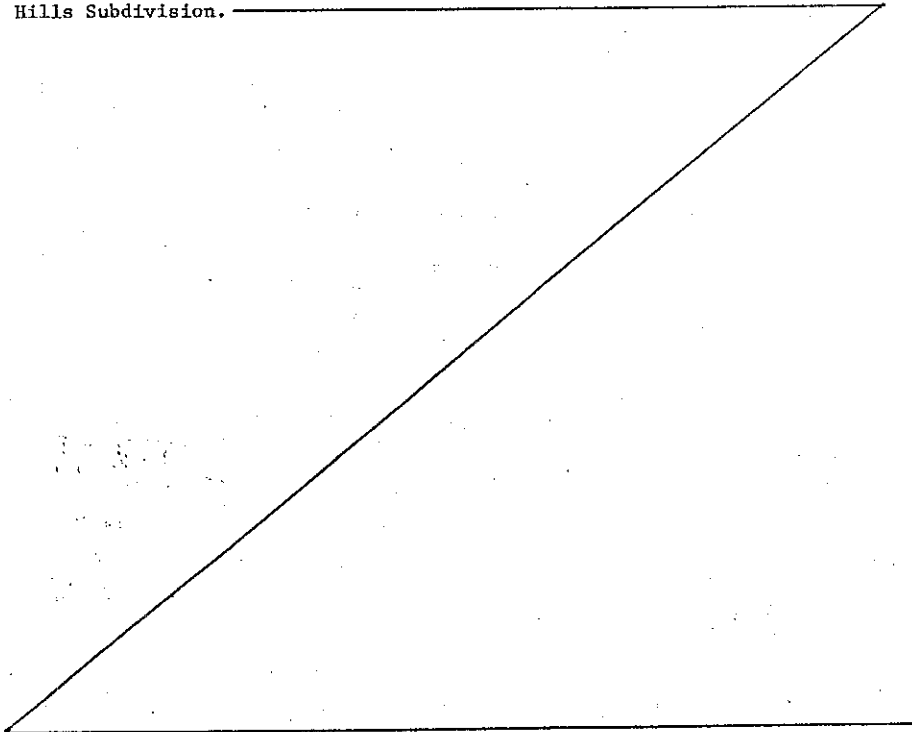
— excepting and reserving unto Grantor, its successors and assigns, all  
right, title and interest acquired by virtue of the aforementioned Right  
of Way Agreement  
in and to the following described parcel or strip of land:

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All that part of Lots 8, 18, 17, 12 and 13 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 a line described as:

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" 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.

*L.H.*



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

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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 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 Grantees 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 s 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.

GRANTOR:

WILLIAMS BROTHERS PIPE LINE COMPANY

By: W. A. Elliott  
W. A. Elliott, Vice President  
Date: December 20, 1973

GRANTEE:

Darrel L. Jensen  
Darrel L. Jensen  
Lynne I. Jensen  
Lynne I. Jensen  
Stewart A. Smith  
Stewart A. Smith  
Hazel I. Smith  
Hazel I. Smith  
Warren D. Whitaker  
Warren D. Whitaker  
Ellen Whitaker  
Ellen Whitaker  
Anita M. Peters  
Anita M. Peters  
John B. Peters  
John B. Peters  
John B. Young  
John B. Young  
Jean Young  
Jean Young  
Agnes M. LaPorte  
Agnes M. LaPorte  
Everette R. LaBore  
Everette R. LaBore  
Elaine M. LaBore  
Elaine M. LaBore

Date: December 11, 1973



Assistant Secretary  
A. L. Bennett

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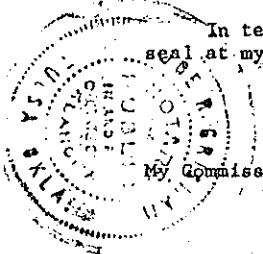
State of Nebraska }  
County of Washington } SS 2047  
Entered in Numerical Index and filed for record  
this 31<sup>st</sup> day of December  
A. D., 19 73 at 9:21 o'clock A. M.  
and recorded in book X at page 209-213  
Charlotte L. Petersen  
County Clerk

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss

\_\_\_\_\_  
Deputy

On this 20th day of December, 19 73, before me  
appeared W. A. Elliott to me personally known, who being  
by me duly sworn did say that he is the Vice President of Williams Brothers  
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 W. A. Elliott 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.



J. R. Bushman  
Notary Public

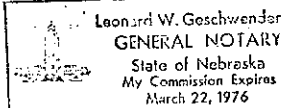
My Commission Expires: Sept. 26, 1977

STATE OF Nebraska )  
COUNTY OF Washington ) ss

Before me, the undersigned, a Notary Public in and for the County  
aforesaid on this 11 day of December, 19 73, personally  
appeared Darrel L. Jensen, Lynne I. Jensen, Stewart A. Smith, Hazel I. Smith,  
Warren D. Whitaker, Ellen Whitaker, Anita M. Peters, John B. Peters, John D.  
Young, Jean Young, Agnes M. LaPorte, Everette R. LaBore and Elaine M. LaBore.

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.



Leonard W. Geschwender  
Notary Public

My Commission Expires: March 22, 1976