

49 - 217

PARTIAL RELEASE OF RIGHT OF WAY

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, party of the first part, hereinafter called Grantor, for and in consideration of One Dollar (\$1.00) in hand paid by _____

Joe Dennis Construction Co., a Nebraska corporation,

party _____ 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 _____

Grantee _____

FILED FOR RECORD 5-6-76 AT Grand M. IN BOOK 49 OF Miscellaneous 101
PAGE 217 Carl de Hildebrand REGISTER OF DEEDS, SARP COUNTY, NEB.

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

James F. Lilley and Anna R. Lilley, on the 21st day of November, 1945, and

on the 1st day of February, 1946, and filed for record in the office of the County Clerk of Sarpy County, Nebraska, on the 14th day of February, 1946, in Book 12 of Misc. at Pages 600, 601 and 602

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 ~~sarpy~~ Register of Deeds, in Book 126 of Deeds at Page 277,

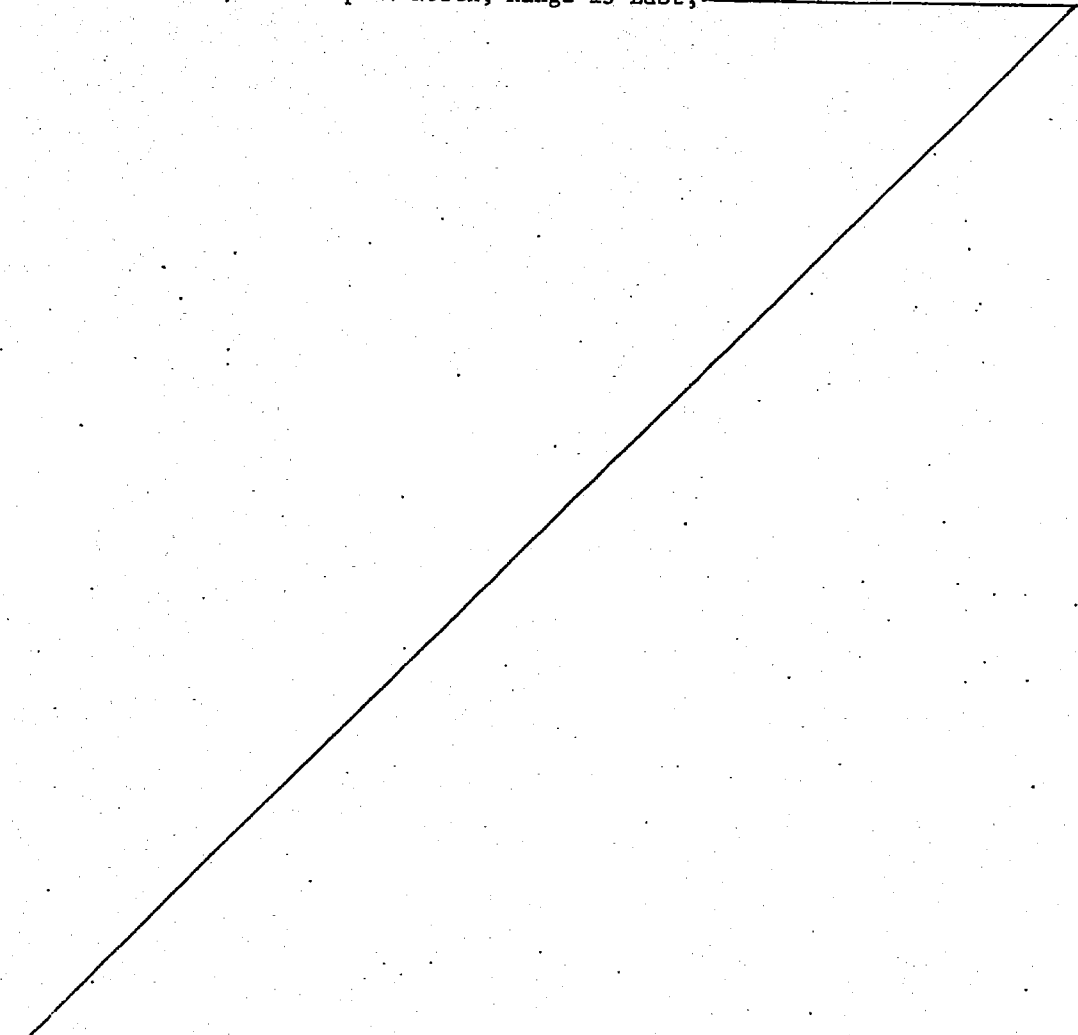
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in and to the following and no other described land in the county of Sarpy and the state of Nebraska :

All lots, blocks and outlots in Quail Creek, an Addition in the South 1/2 of Section 32, Township 14 North, Range 13 East and the North 1/2 of Section 5, Township 13 North, Range 13 East of the 6th P.M., (as shown by the recorded plat thereof filed August 18, 1975, in Register of Deeds' Office of Sarpy County, Nebraska) that are contained in Tax Lots 14A, 14B, 14C, 15 and 17A in Section 32, Township 14 North, Range 13 East,



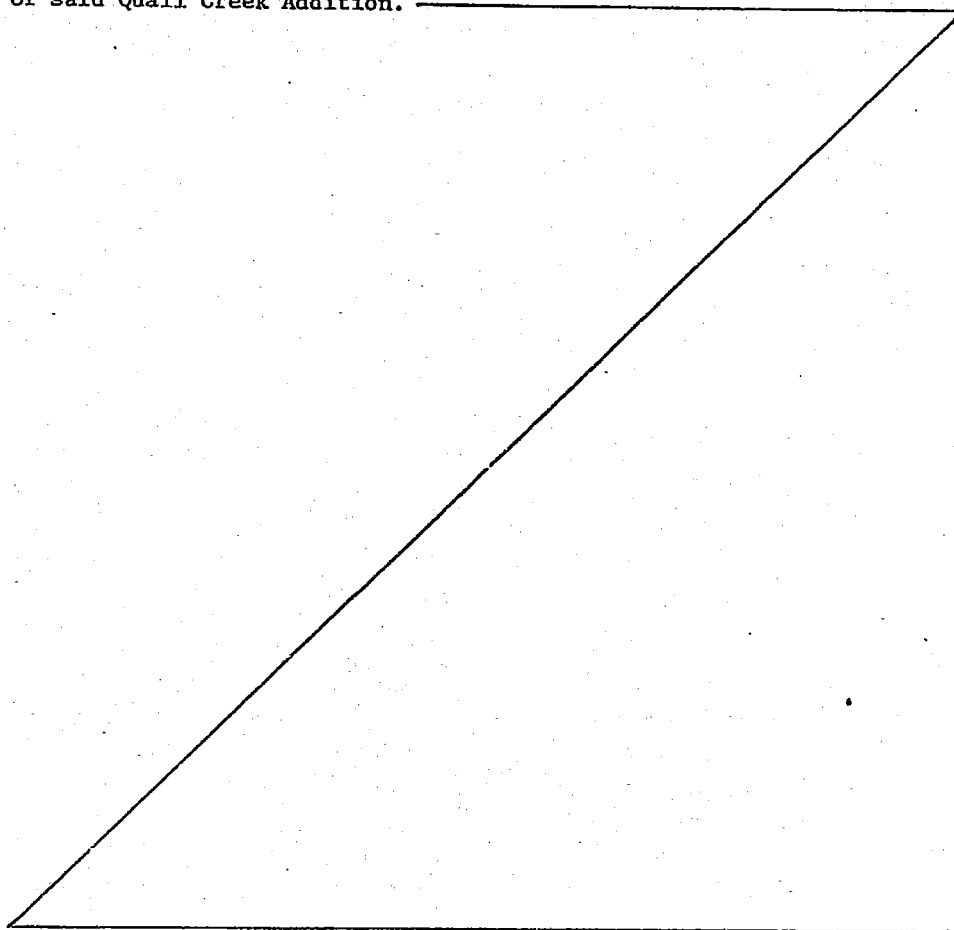
excepting and reserving unto Grantor, its successors and assigns, all right, title and interest acquired by virtue of the aforementioned Right of Way Agreement in and to the following described parcel or strip of land:

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APL

Those parts of Lots 1, 2, 14, 15, 16, 82, 83, 85, 86, 87, 88, 89, 90, 91, 92 and 93, Quail Creek, an Addition in the South 1/2 of Section 32, Township 14 North, Range 13 East, Sarpy County, Nebraska, contained in a 100 foot wide strip of land across said Quail Creek Addition, being 45 feet right (Northeasterly) and 55 feet left (Southwesterly), measured at right angles from the following described survey line:

Beginning at a point on the East line of said Quail Creek Addition, which point is 255.60 feet measured South $2^{\circ} 40' 05''$ West along said East line from the Northwest corner of the $SE\frac{1}{4}$ $SE\frac{1}{4}$ of said Section 32; thence North $51^{\circ} 06' 07''$ West, 270.00 feet; thence North $56^{\circ} 07' 07''$ West, 700.30 feet to the point of ending on the Northwest boundary of said Addition (at MAASS Road), which point is 572.69 feet, measured South $45^{\circ} 09' 03''$ West, along said boundary from the Northeast corner of said Quail Creek Addition.



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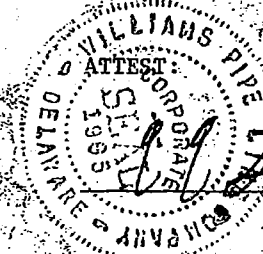
TO HAVE AND TO HOLD unto the said Grantee , its successors
and assigns forever.

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 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 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.



[Signature]
Assistant Secretary

Witnesses:

ATTEST:
[Signature]
Secretary

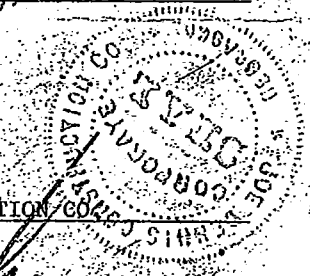
Witnesses:

GRANTOR:

WILLIAMS PIPE LINE COMPANY ^{228 91}

By [Signature]
Vice President

Date April 19, 1976



GRANTEE :

JOE DENNIS CONSTRUCTION COMPANY

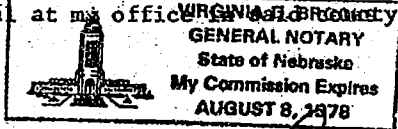
By [Signature]
President

Date April 5, 1976

STATE OF Nebraska)
)
COUNTY OF Harney) ss

On this 5th day of April, 1976, before me appeared R. Joe Dennis to me personally known, who, being by me duly sworn did say that he is the President of Joe Dennis Construction Co. 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 President, and said Susan J. Dennis, Secretary 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.



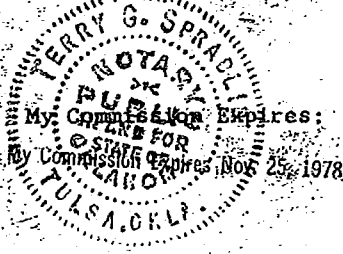
Virginia D. Booker
Notary Public

My Commission Expires: August 8, 1978

STATE OF Oklahoma)
)
COUNTY OF Tulsa) ss

On this 19th day of April, 1976, 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
Notary Public