

313 725

PARTIAL RELEASE AND MODIFICATION OF RIGHT OF WAY AGREEMENT

THIS INDENTURE, made this 24th day of August, 1956, by and between Socony Mobil Oil Company, Inc., a New York corporation, formerly named Socony-Vacuum Oil Company, Incorporated, that name having been duly changed on April 29, 1955 to Socony Mobil Oil Company, Inc., hereinafter referred to as SOCONY, and Western Electric Company, Incorporated, a New York corporation, hereinafter referred to as WESTERN.

WITNESSETH:

THAT WHEREAS, on the 24th day of February, 1941, August W. Bartels and Sophia B. Bartels, executed and delivered to Socony-Vacuum Oil Company, Incorporated, a certain Right of Way Agreement which was filed for record and recorded in the office of the Register of Deeds of Douglas County, Nebraska, on March 14, 1941, Book 153 of Misc., Page 458, granting a right-of-way easement for a pipe line over the following described land, located in Douglas County, Nebraska, to-wit:

Northeast Quarter; and the East Half of Southwest Quarter; and the West Half of Southeast Quarter, all in Section 6, Township 14N., Range 12E., and

WHEREAS, on the 20th day of February, 1941, Louis Johnson, et al, executed and delivered to Socony-Vacuum Oil Company, Incorporated, a certain Right of Way Agreement which was filed for record and recorded in the office of the Register of Deeds of Douglas County, Nebraska, on March 14, 1941, in Book 153 of Misc., Page 455, granting a right-of-way easement for a pipe line over the following described land located in Douglas County, Nebraska, to-wit:

All that part of East Half of Section 31, Township 15N, Range 12E, lying South of Union Pacific Railroad right-of-way, and

WHEREAS, WESTERN has purchased the NE/4 of Section 6, Township 14N, Range 12E, Douglas County, Nebraska, and, all that part of East Half of Section 31, Township 15N, Range 12E, lying South of Union Pacific Railroad right-of-way in Douglas, County, Nebraska, subject to the above described easements, and,

WHEREAS, WESTERN has requested SOCONY to move its presently existing pipe line and relocate same on a strip of the above described land fifty (50) feet in width, the exact legal description of said strip of land being hereinafter more specifically described, and,

WHEREAS, SOCONY, for and in consideration of the sum of One Dollar (\$1.00) and for payment of all costs of relocating and moving said pipe line, paid by WESTERN, the receipt of which is hereby acknowledged, is willing to move its said pipe line and release its easements rights over and through the tracts now owned by WESTERN with the exception of said fifty (50) ft. strip.

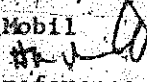
NOW, THEREFORE, in consideration of this partial release and of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

SOCONY, for itself, does hereby remise, release and forever quit claim unto WESTERN, its successors and assigns, all of the right, title and interest of SOCONY in and to the following described tracts of land:

Northeast Quarter of Section 6, Township 14N, Range 12E., Douglas County, Nebraska, and, all of that part of East Half of Section 31, Township 15N, Range 12E., lying South of Union Pacific Railroad right-of-way, Douglas County, Nebraska,

EXCEPTING THEREFROM:

The following described fifty (50) foot wide pipe line route: The point of beginning being 33' West of the SE corner of the NE 1/4 of Sec. 6-T14N-R12E. of the 6th P.M., Douglas County, Nebraska; thence North along the West line of 120th Street a distance of 2410.8'; thence N53°40' W, a distance of 180.5'; thence N35°10' W a distance of 68.2' to the North line of said Sec. 6-14-12 which point is also 217.7' West of the NE corner of Sec. 6; thence continuing, now in Sec. 31-15-12, N35°10' W a distance of 247.9' to the South property line of the UPRR; thence S89°32' W along the South line of said UPRR a distance of 701.8'; thence N60°28' W leaving the UPRR property line a distance of 50' to meet again with the South property line of UPRR; thence S89°32' W along the South line of the UPRR a distance of 1135.8' thence S0°28' E a distance of 50'; thence N89°32' E a distance of 1122.4'; thence S60°28' E a distance of 50'; thence N89°32' E a distance of 689'; thence S35°10' E a distance of 586.8' to the North line of Sec. 6-14-12 which point is also 278.8' West of the NE corner of Sec. 6; thence continuing S35°10' E, now in Sec. 6, a distance of 111.3'; thence S53°40' E a distance of 163.5'; thence South a distance of 2485.6'; thence East a distance of 50' to point of beginning.

The tract of land above excepted from this release is shown on Socony Mobil Oil Company's Drawing E-436 dated July 27, 1956, attached hereto and by this reference made a part hereof. *as revised 8-23-56* 

WESTERN hereby covenants and agrees that no residence, building, parking lot, street, roadway, sidewalk or any other type of structure or improvement, whether temporary or permanent, shall be built or placed upon the said tract of land hereto excepted from this release, provided, however, nothing herein shall prohibit the crossing of this excepted tract by any street, roadway, or sidewalk, which crossing shall be approved by SOCONY in writing after receiving notice at SOCONY'S office at 300 North Broadway, Wichita, Kansas, or by railroad tracts conforming to specifications on pipe line crossings as prescribed by American Railway Engineering Association, C&M Section, Engineering Division - AAR, Part 5, Pipe Line Crossings, 1954 and as amended, or by water, gas, or sewerage or any other lines so long as they are under and beneath SOCONY'S pipe line with a minimum clearance of 18 inches, nor the planting of grass, flowers, shrubbery or trees on such excepted tract to the extent such planting shall not at any time, or at any future time as in SOCONY'S opinion interfere with the maintenance and operation of, or the access to any existing or future pipe lines.

It is further understood and agreed that at any future time when SOCONY is of the opinion that further expenditures are necessary to properly protect its pipe lines, that such expenditures will be at the expense of WESTERN.

It is hereby mutually agreed that except as herein modified, the aforementioned Right of Way Easements shall remain in full force and effect, and said SOCONY retains all rights and privileges granted thereunder.

This Agreement is binding on the heirs, representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

SOCONY MOBIL OIL COMPANY, INC.

By H. K. Phipps
H. K. Phipps, Attorney in Fact

Attest:

G. A. Kimmel
Assistant Secretary

WESTERN ELECTRIC COMPANY, INCORPORATED

By W. Schmitt
Vice President

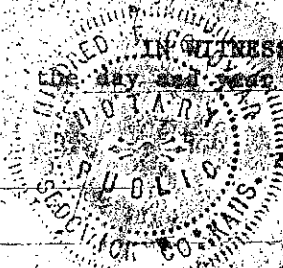
Approved by Board only
RICHARD B. ACTMAN

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 31 day of August, 1956, before me a notary public within and for the County and State aforesaid, personally appeared

H. K. Phipps, Attorney in Fact, for Secony Mobil Oil Company, Inc., under and by virtue of that certain written power of attorney dated February 7, 1956, which empowers the said H. K. Phipps, inter alia to execute instruments terminating or modifying leases and agreements such as the within and foregoing Partial Release and Modification of Right of Way Agreement for and on behalf of said corporation, the said H. K. Phipps being personally known to me and known to me to be the Attorney in Fact for said corporation under the power of attorney aforesaid and the same person who executed the foregoing Partial Release and Modification of Right of Way Agreement, and he duly acknowledged the execution thereof for and on behalf of and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.



Richard J. ...
Notary Public

My Commission Expires: 7-30-58

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 29 day of August, 1956, before me, a notary public duly commissioned and qualified in and for said County, personally came the above named H. V. SCHMIDT, Vice President, and ~~Wanda H. ...~~ Secretary, of WESTERN ELECTRIC COMPANY, INCORPORATED, who are personally known to me to be the identical persons whose names are affixed to the above Partial Release and Modification of Right of Way Agreement as Vice President and Secretary of said corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

WITNESS my hand and official seal, at New York City in said County, the date aforesaid.



Agnes A. Dillon
Notary Public
AGNES A. DILLON

Notary Public, State of New York
No. 6-034-225-Qualified in Orange Co.
Certificate Filed in New York County
Term Expires March 30, 1958

My Commission Expires:

- UERR -

VERTICAL NORTH LINE

383-224

STA 511080

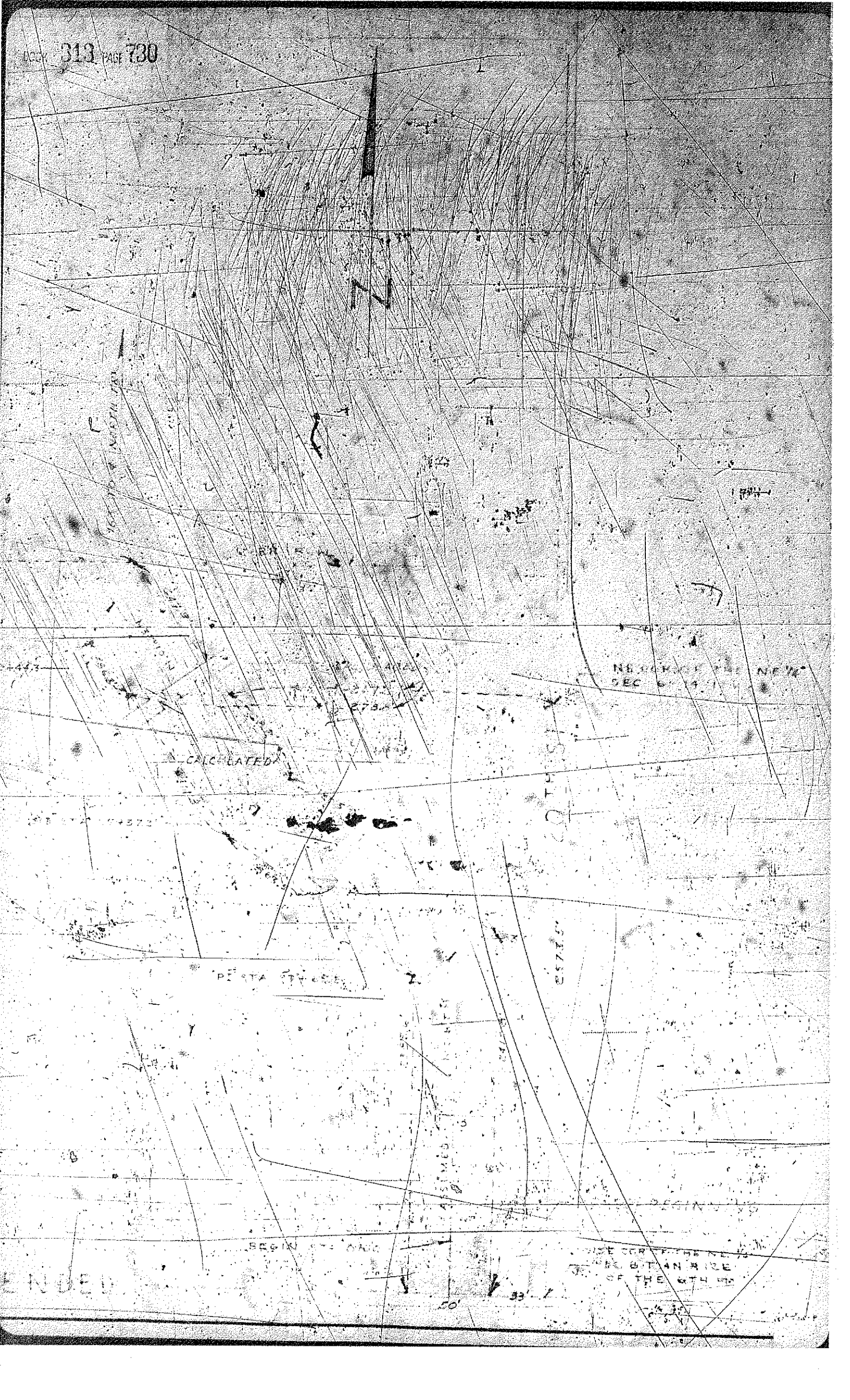
STA 311080

STA 274437

IRON PIPES

RELATES TO THE USE OF
NEW OF SEC 6 TIANP
THE C-25 TIR
3000

L'ST EXTENSION



100' 1/2" (50')

CALCULATED

NO. 100' 1/2" (50')

COPIED

PISTA

ESTIMED

ESTIMED

BEGIN

USE FOR THE...
OF THE 6TH...

ENDED

50' 33'

ENGINEER'S CERTIFICATE

This is to certify that I, the undersigned Registered Engineer, have surveyed the tract of land hereinafter set forth and have placed iron stakes at each corner or angle point.

This 80 foot wide pipe line route lies in Sections 8 and 14 East of the 6th Principal Meridian, and S1 T12N R12 E, being more particularly described as follows:

The point of beginning being 30' West of the NE corner of the NE 1/4 of Sec. 8 T12N R12 E of the 6th P.M., 1836 County, Nebraska; thence North along the West line of 120th Street a distance of 217.8'; thence N85°40'W a dist. of 160.5'; thence S85°10'W a dist. of 170.2' to the North line of said Sec 8-14-12 which point is also 217.7' West of the NE corner of sec 8; thence continuing, now in Sec 8-14-12, N85°10'W a dist. of 647.9' to the South property line of the UPRR; thence along the South line of said UPRR a dist. of 701.8'; thence N40°20'W leaving the UPRR prop line a dist. of 50' to meet again with the South prop. line of UPRR; thence S80°30'W along the South line of the UPRR a dist. of 173.5'; thence S 0°20'W a dist. of 50'; thence N80°20'W a dist. of 122.4'; thence S80°20'W a dist. of 50'; thence N80°30'W a dist. of 200'; thence S80°10'W a dist. of 543.2' to the North line of Sec 8-14-12 which point is also 275.9' West of the NE corner of Sec. 8; thence continuing N80°10'W, now in Sec 8, a dist. of 111.3'; thence S85°40'W a dist. of 160.5'; thence South a dist. of 2885.6'; thence East a dist. of 50' to pt. of beginning.

Date July 2, 1956

Signed: Wm H Scott

William H. Scott
1221 Farnam St.
Omaha, Nebraska
Registered Engineer
No. 1-1027

REV. 3-23-56

SOCONY MOBIL OIL CO. INC. DWG No. E-436
CENTRAL PIPE LINES DIVISION

PIPELINE SURVEY		
FOR SOCONY MOBIL OIL CO.		
SCALE: 1" = 500'	APPROVED BY:	DESIGN BY: <u>GNH</u>
DATE: <u>7-27-56</u>		REVISOR:
WM. H. SCOTT, ENGR. 1221 FARNAM ST. OMAHA, AT 4-24		
RELOCATION - WEST. ELECT.		DRAWING NUMBER 562917

4. ENTERED IN NUMERICAL INDEX AND REGISTERED IN THE REGISTER OF DEEDS OFFICE IN BOULDER COUNTY, NEBRASKA, 17 DAY Sept 1956 at 10:21 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS. 595