

28-670
Index against SW $\frac{1}{4}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$
Sec. 14, Twp. 14, R. 12.

AMENDMENT TO PARTIAL RELEASE OF RIGHT OF WAY

PARTIAL RELEASE OF RIGHT OF WAY, dated June 14, 1961, ^{in Book 28, Page 484} between GREAT

LAXES PIPE LINE COMPANY, a Delaware corporation, and WALTER WITTMUSS and EUNICE WITTMUSS, husband and wife, HARRY C. BROCKMAN and HAZEL M. BROCKMAN, husband and wife, DON DECKER and MILDRED DECKER, husband and wife, ALMA M. SAUTER, a single person, and DECKER ENTERPRISES, INCORPORATED, a Nebraska corporation, page 3, last paragraph, is amended to read as follows:

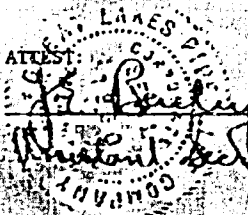
It is further understood and agreed that the said Grantees, their heirs, successors, or assigns, will not erect, construct, or create any building, improvement, structure, or obstruction of any kind either above or below the surface of the ground on the strip or tract of land above excepted unto Grantor, or change the grade thereof, or permit these things to be done by others, without the express written permission of Grantor. Grantor grants permission to the said Grantees, their heirs, successors, or assigns, for the construction of a street to be located as shown on Grantor's drawing, 3-5527, attached, on the following conditions. No paving of said street to be closer than a horizontal distance of 2.5 feet between the vertical planes of the closest edge of the paving and Grantor's existing twelve (12) inch pipe line. Grantees shall assume, protect, indemnify and save Grantor harmless from any and all loss, cost, damage or expense (with the sole exception of any increased expense to Grantor in the exercise of its rights because of the nonnegligent presence of said street), including attorney's fees and court costs, which Grantor may suffer, or sustain, or be liable for, and against any and all claims, demands, or suits arising out of injury to or death of persons or animals, including care and loss of services, and/or loss of or damage to property (whether of the parties hereto, or of others), including loss of use thereof, arising out of, occurring in, or in connection with exercise of the granted permission, except such as may be caused by the sole or concurring negligence of Grantor. The covenants in this paragraph

Entered in Numerical Index and Recorded in the Register of Deeds office in Searcy County, N. S.
18 day Oct. 1961 at 11 A.M. Esther Ruff, County Clerk. 6.25

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contained shall constitute covenants running with the land and shall be binding upon Grantees, their heirs, administrators, executors, successors, and assigns.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 26th day of September 1961.

ATTEST:

J. E. Bailey
Secretary

GRANTOR:
GREAT LAKES PIPE LINE COMPANY
By R. L. Wagner
R. L. Wagner
Administrative Vice President

GRANTEES:
Walter Wittmauss
Walter Wittmauss

Eunice Wittmauss
Eunice Wittmauss

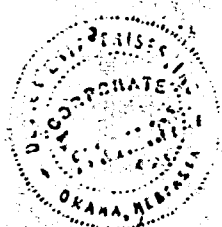
Don Decker
Don Decker

Mildred Decker
Mildred Decker

Harry G. Brockman
Harry G. Brockman

Hazel M. Brockman
Hazel M. Brockman

Alma M. Sautter
Alma M. Sautter



ATTEST:
John W. Fritchard
Secretary

DECKER ENTERPRISES INCORPORATED
By Don Decker
President

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 26th day of September, 1961, before me appeared R. L. Wagner, to me personally known, who, being by me duly sworn did say that he is the Administrative Vice President of Great Lakes Pipe Line Company, a Delaware 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 R. L. Hagner 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.

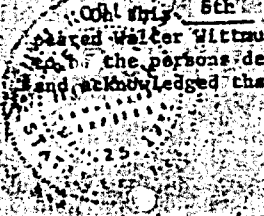


R. L. Hagner
Notary Public

My commission expires: Sept. 11, 1964

STATE OF Nebraska)
) SS
COUNTY OF Sarpy)

On this 5th day of September, 1961, before me personally appeared Walter Wittmuss and Eunice Wittmuss, husband and wife, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

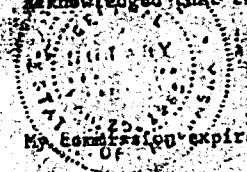


M. J. Kobby
Notary Public

My commission expires: March 25, 1965

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 8th day of September, 1961, before me personally appeared Don Decker and Mildred Decker, husband and wife, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

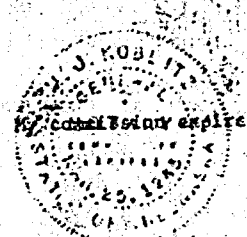


M. J. Kobby
Notary Public

My commission expires: March 25, 1965

STATE OF Nebraska)
) SS
COUNTY OF Sarpy)

On this 8th day of September, 1961, before me personally appeared Harry C. Brockman and Hazel M. Brockman, husband and wife, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



M. J. Kobby
Notary Public

My commission expires: March 25, 1965

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this 8th day of September, 1961, before me appeared Don Decker, to me personally known, who, being by me duly sworn did say that he is the President of Decker Enterprises, Incorporated, a Nebraska 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 Don Decker acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

My commission expires: March 25, 1965

STATE OF Nebraska)
) SS
COUNTY OF Sarpy)

On this 8th day of September, 1961, before me personally appeared Alma Sautter, a single person, to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.


Notary Public

My commission expires: March 25, 1965

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STATE OF NEBRASKA }
COUNTY OF SARPY } SS.
CITY OF BELLEVUE }

I, Mary Stricklett, City Clerk of the City of Bellevue, Nebraska, hereby certify that the Ordinance attached hereto is a true and correct copy of Ordinance No. 595, as the same was passed and approved by the Mayor and City Council of the City of Bellevue, Nebraska, on the 12th day of September, 19 61.



Mary Stricklett
CITY CLERK

Entered in Numerical Index and Recorded in the Register of Deeds office in Sarpy County, Nebraska
18 day 61 19 61 at 10 A.M., Esther Ruff, County Clerk. 6-50