

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that GREAT LAKES PIPE LINE COMPANY, a Delaware Corporation with its principal office in Kansas City, Missouri, party of the first part, hereinafter called Grantor, for and in consideration of the sum of \$1.00 in hand paid by HARGLEROAD MAENNER, INC., a Nebraska Corporation, and HARGLEROAD REALTY, INC., a Nebraska corporation, parties of the second part, hereinafter called Grantees, and the covenants hereinafter contained to be kept by Grantees, does hereby release, quit claim, and convey unto Grantees all of its right, title, and interest acquired by virtue of that certain Right of Way Agreement dated November 19, 1945, executed by G. Bernice Muller and Joe P. Muller and filed for record in the office of Register of Deeds of Douglas County, Nebraska in Book 205 of Miscellaneous at Page 587, in and to the following and no other described land in the County of Douglas and State of Nebraska:

The North Half of the Southwest Quarter
(N $\frac{1}{2}$ SW $\frac{1}{4}$), of Section 10, Township 15 North,
Range 12 East,

excepting and reserving to 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 tract of land:

A certain strip or parcel of land situated in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), of Section 10, Township 15 North, Range 12, East of the 6th P.M. all in Douglas County, Nebraska, said strip or parcel being 58 feet in width and being more particularly described as follows:

Beginning at a point on the north line of said Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), said point being 92.77 feet East of the Northwest corner of said Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), assuming said north line to be a due east and west line; thence South 00° 05' 28" West, a distance of 313.81 feet; thence South 4° 03' 22" West, a distance of 696.73 feet; thence South 19° 27' 49" East, a distance of 335.56 feet to a point on the south line of said Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), said point being 158.12 feet Easterly, measured along said south line, from the Southwest corner of said Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$); thence North 89° 58' 42" East, along the south line of said Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$), a distance of 61.51 feet; thence North 19° 27' 49" West, a distance of 343.95 feet; thence North 4° 03' 22" East, a distance of 686.66 feet; thence North 00° 05' 28" East, a distance of 315.91 feet to a point on the north line of said Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$); thence West along the north line of said Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$); a distance of 58.00 feet to the point of beginning.

Grantees covenant and agree for themselves and for their successors and assigns, that no structure or improvement other than fences or readily movable temporary buildings shall be placed on any part of the easement above excepted. Grantor agrees that it will repair and replace, or at its option pay for, all damage to crops, timber, fences, gardens, shrubs and other improvements permitted by said Right-of-way Agreement of November 19, 1945, caused by its entry onto the easement above excepted.

TO HAVE AND TO HOLD unto said Grantees, their successors and assigns forever.

It is strictly understood that nothing herein contained shall in any wise 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 Grantees, their 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 cause these things to be done by others, except as provided hereinafter. It is agreed that ordinary fences may be installed, only on lot boundary lines. It is further agreed that in the course of development of the property, utility lines, paved streets, and utility, including telephone, poles may be installed, with the following restrictions:

- A. All underground utility lines to be installed only below Grantor's then existing pipe lines and with at least one foot of clearance.
- B. All paved streets which cross the excepted tract to be installed only after Grantor has lowered and cased Grantor's then existing pipe lines in a suitable casing at Grantees' cost, which lowering and casing Grantor agrees to do. It is further agreed that no street will be so dedicated or constructed as to cross the excepted tract at an angle, with the corridor axis at the point of crossing, of less than 60 degrees.
- C: Utility poles to be placed in the excepted tract only in a position west of and no nearer than one foot to the most westerly of Grantor's then existing pipe lines. Such poles to be as near as possible to the westerly boundary of the excepted tract.

The covenants herein contained shall constitute covenants running with the land and shall be binding upon the Grantees, their successors and assigns.

It is further understood that Grantor is hereby released from the covenants in the aforesaid Right-of-Way Agreement as to the lands herein released from the burdens thereof.

IN WITNESS WHEREOF,

The Grantor has caused this instrument to be signed and sealed this 12th day of May, 1961.

GRANTOR

GREAT LAKES PIPE LINE COMPANY

Attest:

Secretary L. B. Seck

By R. L. Wagner Administrative Vice President R. L. Wagner

The Grantees have caused this instrument to be signed and sealed this 27th day of April, 1961.

GRANTEE

HARGLEROAD MAENNER, INC.

Attest:

Secretary

By W. B. Hargrove President

GRANTEE

HARGLEROAD REALTY, INC.

Attest:

Secretary

By W. B. Dargatzis
President

STATE OF MISSOURI)) SS
COUNTY OF JACKSON)

On this 12th day of May, 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. Wagner
 acknowledged said instrument to be the free act and deed of said
 corporation.

AND 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.

My Commission Expires Sept. 11, 1964

My term expires:

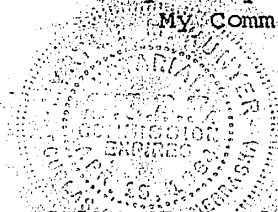
Notary Public

STATE OF NEBRASKA)) SS
COUNTY OF DOUGLAS)

On this 27th day of April, 1961, before me, the undersigned, a Notary Public in and for said County, personally came W. B. HARGLEROD, JR., President of HARGLEROD MAENNER, INC., to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said HARGLEROD MAENNER, INC., and that the Corporate seal of the said HARGLEROD MAENNER, INC. was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha in said county the day and year last above written.

My Commission expires the 15th day of April, 1964.



Myrtle M. Hunter
Notary Public

STATE OF NEBRASKA)

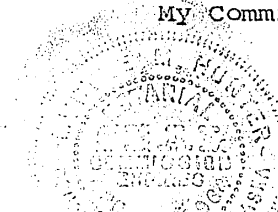
) SS

COUNTY OF DOUGLAS)

On this 27th day of April, 1961, before me, the undersigned, a Notary Public in and for said County, personally came W. B. HARGLEROD III, President of HARGLEROD REALTY, INC., to me personally known to be the President and the identical person whose name is affixed to the above instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of the said HARGLEROD REALTY, INC., and that the Corporate seal of the said HARGLEROD REALTY, INC. was thereto affixed by its authority.

Witness my hand and Notarial Seal at Omaha in said county the day and year last above written.

My Commission expires the 15th day of April, 1964.



Myrtle M. Hunter
Notary Public

13. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
18 DAY May 1961 AT 12:15 PM. THOMAS J. O'CONNOR, REGISTER OF DEEDS

5.40