

PARTIAL RELEASE OF RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS that GREAT LAKES PIPE LINE COMPANY, a Delaware Corporation with its principal place of business in Kansas City, Missouri, party of the first part, hereinafter called Grantor, for and in consideration of \$1.00 in hand paid by N. P. DODGE COMPANY, a Nebraska Corporation with its principal place of business in Omaha, Nebraska, party of the second part, hereinafter called Grantee, and the covenants hereinafter contained to be kept by Grantee, does hereby release, quitclaim, and convey unto said N. P. DODGE COMPANY all of its right, title and interest acquired by virtue of three certain agreements described as follows:

1) Right of Way Agreement dated November 7, 1945, filed for record in book 205 of Miscellaneous at page 623, in the office of Register of Deeds, Douglas County, Nebraska, in and to the following, and no other, described land in the county of Douglas and state of Nebraska:

The West Half of the Southwest Quarter of the Northwest Quarter ($W\frac{1}{2} SW\frac{1}{4} NW\frac{1}{4}$), Section 10, Township 15, Range 12, and

2) By virtue of that certain Right of Way Agreement dated November 19, 1945, filed for record in book 205 of Miscellaneous at page 643, in the office of Register of Deeds, Douglas County, Nebraska, in and to the following, and no other, described land in the county of Douglas and state of Nebraska:

The Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4} SW\frac{1}{4}$), and the Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4} SW\frac{1}{4}$) of Section 3, Township 15, Range 12, except a tract in the southeast corner of said Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4} SW\frac{1}{4}$), described as follows:

Beginning at the southeast corner of the Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4} SW\frac{1}{4}$), thence West 435.4 feet, thence North 1,000 feet, thence East 435.4 feet, thence South 1,000 feet to the place of beginning, and

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

3) By virtue of that certain Elevated Crossing Agreement dated April 25, 1946, filed for record in book 211 of Miscellaneous at page 217, in the office of Register of Deeds, Douglas County, Nebraska, in and to the following, and no other, described land in the county of Douglas and state of Nebraska:

The Northwest Quarter of the Northwest Quarter
(NW $\frac{1}{4}$ NW $\frac{1}{4}$), Section 10, Township 15, Range 12 East,

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

A certain strip or parcel of land lying being and situate in the Northwest Quarter (NW $\frac{1}{4}$) of Section 10, and the Southwest Quarter (SW $\frac{1}{4}$) of Section 3, Township 15 North, Range 12 East of the 6 P. M., Douglas County, Nebraska, said strip or parcel being described more particularly as follows:

Commencing at a $\frac{1}{4}$ " iron pipe marking the southwest corner of said Northwest Quarter (NW $\frac{1}{4}$) of Section 10; thence on an assumed azimuth of South 89° 53' 58" East, on the south line of said Northwest Quarter (NW $\frac{1}{4}$) of Section 10, a distance of 102.19 feet to the point of beginning; thence North 0° 13' 28" West, a distance of 2288.28 feet to a point; thence South 89° 46' 32" West, a distance of 6 feet to a point; thence North 3° 47' 28" West, a distance of 360.71 feet to a point on the north line of said Northwest Quarter (NW $\frac{1}{4}$) of Section 10, said point being 63.48 feet easterly, measured along said north line, from the northwest corner of said Northwest Quarter (NW $\frac{1}{4}$) of Section 10; thence South 89° 43' 28" East, on said north line of the Northwest Quarter (NW $\frac{1}{4}$), a distance of 5 feet to a point; thence North 3° 47' 28" West, a distance of 369.36 feet to a point; thence North 0° 09' 08" West, a distance of 2279.84 feet, more or less, to a point on the north line of said Southwest Quarter (SW $\frac{1}{4}$) of Section 3, said point being 37.98 feet easterly, measured along said north line, from the northwest corner of said Southwest Quarter (SW $\frac{1}{4}$) of Section 3; thence North 89° 59' 22" East, on said north line of the Southwest Quarter (SW $\frac{1}{4}$), a distance of 50.00 feet to a point; thence South 0° 09' 08" East, a distance of 2278.25 feet to a point; thence South 3° 47' 28" East, a distance of 345.61 feet to a point; thence South 40° 52' 30" East, a distance of 33.12 feet to a point on the south line of said Southwest Quarter (SW $\frac{1}{4}$) of Section 3, said point being 147.62 feet easterly, measured along said south line, from the southwest corner of said Southwest Quarter (SW $\frac{1}{4}$) of Section 3; thence South 3° 47' 28" East, a distance of 360.76 feet to a point; thence South 37° 13' 13" West, a distance of 31.49 feet to a point; thence South 0° 13' 28" East, a distance of 2263.56 feet, more or less to a point on the south line of said Northwest Quarter (NW $\frac{1}{4}$) of Section 10, said point being 152.19 feet easterly, measured on said south line, from the southwest corner of said Northwest Quarter of Section 10; thence North 89° 53' 58" West, a distance of 50.00 feet to the point of beginning.

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, its 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, without the express written permission of Grantor, but such permission shall not be unreasonably withheld. Provided however, that if any such permission is given by Grantor any costs arising from the rearrangement of its facilities or protection of its facilities made necessary by the work permitted shall be borne by Grantee and Grantee shall reimburse the Grantor for such costs. It is understood and is a condition of this release that the Grantee will, when the final plat is prepared cause an approved plat of the land herein released to be filed in the records of the Register of Deeds of Douglas County, Nebraska. The said plat shall show side or rear lot boundaries (but not front lot boundaries) coinciding with one of the longitudinal boundary lines of the strip excepted unto the Grantor. It is agreed the land herein released will not then be replatted without the express written permission of the Grantor. The covenants in this paragraph contained shall constitute covenants running with the land and shall be binding upon the Grantee, its successors and assigns.

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

IN WITNESS WHEREOF, we hereunto set our hands and seals
this 1st day of December, 1959.

ATTEST:

GRANTOR

GREAT LAKES PIPE LINE COMPANY

By

R. I. Wagner
Adm. Vice President

GRANTEE

N. P. DODGE COMPANY

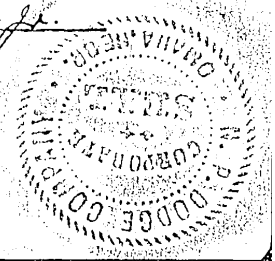
By

R. H. Ahmady, Jr.
Vice President

ATTEST:

R. W. Beebe
ant Secretary

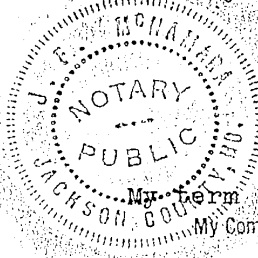
R. H. Ahmady, Jr.
Secretary



STATE OF MISSOURI)
) ss.
 COUNTY OF JACKSON)

On this 11th day of December, 1959, 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.

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. F. McNamara

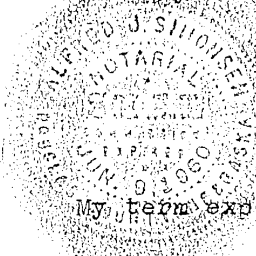
George Notary Public

My term expires: March 26, 1962

STATE OF NEBRASKA)
) ss.
 COUNTY OF DOUGLAS)

On this 1st day of December, 1959, before me appeared R. H. Abernathy, Jr., to me personally known, who being by me duly sworn, did say that he is the Vice President of N. P. Dodge Company, 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 He 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.



Alfred J. Simonsen

Alfred J. Simonsen
 Notary Public

My term expires: June 9, 1960

ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

2. 28 DAY Dec 1959 AT 9:19 A.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

5.15