

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 Great Lakes, for and in consideration of \$1.00 in hand paid by Ralph Meinershagen and Alna Meinershagen, husband and wife, parties of the second part, hereinafter called Owners, and the covenants hereinafter contained to be kept by Owners, does hereby release, quitclaim, and convey unto said Ralph Meinershagen and Alna Meinershagen, with the intent to extinguish, all of its right, title and interest except the right of ingress and egress acquired by virtue of that certain Right of Way Agreement executed by William M. O'Callaghan, Sylvia O'Callaghan, W. Spencer Flint and Marguerite H. Flint on October 27, 1945 and filed for record in the office of the Register of Deeds of Douglas County, Nebraska in Book 205 at Page 441, and by virtue of that certain Right of Way Agreement executed by James J. Lamb and Zerlina Brisbin Lewis on November 27, 1945 and filed for record in the office of the Register of Deeds of Douglas County, Nebraska in Book 206 at page 309, and by virtue of that certain Right of Way Agreement executed by Wayne W. Artherton and Margaret A. Artherton on October 25, 1945 and filed for record in the office of the Register of Deeds of Douglas County, Nebraska in Book 205 at page 421 in and to the following, and no other, described land in the county of Douglas and state of Nebraska:

That part of the North 1/2 of Section 19 and that part of the Northwest 1/4 of Section 20, all in Township 16 North, Range 13 East, of the 6th P.M., Douglas County, Nebraska, described as follows: Commencing at the East 1/4 corner of said Section 19; thence West along the South line of the North 1/2 of said Section 19, approximately 3,960 feet to the West line of the East 1/2 of the Northwest 1/4 of said Section 19; thence North along the West line of the East 1/2 of the Northwest 1/4 of said Section 19, 330.2 feet; thence North $89^{\circ} 51' 30''$ East, 265 feet; thence North $41^{\circ} 33'$ East, 508.5 feet; thence North $77^{\circ} 22'$ East, 300 feet; thence North $84^{\circ} 21'$ East, 314.0 feet; thence North $0^{\circ} 06'$ East, 333.3 feet; thence North $81^{\circ} 42' 30''$ West, 141.7 feet; thence North $47^{\circ} 10' 30''$ West, 156.0 feet; thence North $54^{\circ} 26' 30''$ West, 68.9 feet; thence North $34^{\circ} 43' 30''$ West, 121.8 feet; thence North $53^{\circ} 29' 30''$ West, 100.8 feet; thence North $44^{\circ} 34'$ West, 157.7 feet; thence North $24^{\circ} 25'$ West, 87.6 feet; thence North $23^{\circ} 51' 30''$ East, 94.2 feet; thence North $3^{\circ} 18'$ West, 124.5 feet; thence North $66^{\circ} 01'$ West, 66.8 feet; thence North $23^{\circ} 59'$ East, to a point of intersection with the centerline of the County Road; thence North $40^{\circ} 24'$ East along said centerline of County Road to the South right of way line of the Chicago, St. Paul, Minneapolis & Omaha Railway;

thence in a Southeasterly direction along said South right of way line of Railway to the Westerly line of Mormon Bridge Road (County Road #162B); thence South $39^{\circ} 26' 30''$ East, 283.52 feet (being a chord bearing and distance) to the South line of the Northwest $1/4$ of said Section 20; thence West along said South line of Northwest $1/4$ of said Section 20, 474.62 feet to the point of beginning, together with that part of the Northwest $1/4$ of Section 19, Township 16 North, Range 13 East, of the 6th P.M., Douglas County, Nebraska, described as follows:

Commencing at a point on the West line of the East $1/2$ of the Northwest $1/4$ of said Section 19, said point lying 1,732 feet North of the Southwest corner of the East $1/2$ of the Northwest $1/4$ of said Section 19; thence North $85^{\circ} 07' 30''$ East, 50.0 feet; thence North $64^{\circ} 25'$ East, 145.0 feet; thence North $85^{\circ} 06'$ East, 211.9 feet; thence South $71^{\circ} 44'$ East, 190 feet; thence North $14^{\circ} 11'$ East to a point on the centerline of the County Road; thence North $79^{\circ} 38'$ West along the centerline of County Road, 352.7 feet; thence continuing along the centerline of the County Road South $82^{\circ} 24'$ West to the West line of the East $1/2$ of the Northwest $1/4$ of said Section 19; thence South along said West line of the East $1/2$ of the Northwest $1/4$, said Section 19, to the point of beginning

excepting and reserving unto Great Lakes, and Owners hereby grant and confirm to Great Lakes, its successors and assigns, all right, title and interest acquired or claimed by virtue of the aforementioned Right of Way Agreements in and to the following described tract of land:

A certain strip or parcel of land situated in the North $1/2$ of Section 19 and the Southwest $1/4$ of the Northwest $1/4$ of Section 20, all in Township 16 North, Range 13 East, Douglas County, Nebraska, said strip or parcel is 75 feet in width and adjoins, parallels and lies immediately southerly, measured at right angles, from the following described line:

Beginning at the intersection point of the south right of way line of the Chicago, St. Paul, Minneapolis and Omaha Railway and the centerline of the County road known as Consent Road 46E, said point being approximately 710 feet East, measured at right angles, from the west line of the East $1/2$ of the Northwest $1/4$ of said Section 19; thence southeasterly on said south railway right of way line to a point of ending in the centerline of the County Road No. 162B in the Southwest $1/4$ of the Northwest $1/4$ of Section 20, said point of ending being approximately 721 feet easterly, measured on said south railway right of way line, from the west line of said Southwest $1/4$ of the Northwest $1/4$ of Section 20.

TO HAVE AND TO HOLD unto the said Owners, their heirs and assigns forever.

It is strictly understood that nothing herein contained shall in anywise diminish Great Lakes' right, title, and interest, in and to the tract of land above excepted unto Great Lakes.

It is further understood and agreed that the said Owners 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 Great Lakes, or change the grade thereof, or cause or permit these things to be done by others without the express written permission of Great Lakes. The Owners shall assume, indemnify and save harmless Great Lakes, its successors and assigns, from all cost, loss, damage, expense or claim of any nature arising from any acts of the Owners so permitted by Great Lakes 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 heirs, personal representatives, successors and assigns.

It is further understood and agreed that Great Lakes 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 on the day and year below our signatures indicated.

ATTEST:

W. C. Nelson
Asst Secretary

GREAT LAKES PIPE LINE COMPANY

By Arvey Linsley w 7-23-63
Vice President

Oct 7 1963
Date

OWNERS:

Ralph Meinershagen
Ralph Meinershagen

Oct 1, 1963
Date

Alna Meinershagen
Alna Meinershagen

Oct 1, 1963
Date



