

PARTIAL RELEASE AND MODIFICATION OF RIGHT OF WAY AGREEMENT

THIS INDENTURE, made this 2nd day of January, 1957, 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., First Party; and Carl C. Wilson and Eva J. Wilson, his wife, and David H. Bowman and Margarette H. Bowman, his wife, Second Parties.

WITNESSETH:

THAT WHEREAS, on the 26th day of April, 1941, Louise Patton, single, executed and delivered to Socony-Vacuum Oil Company, Incorporated, First Party's predecessor, a certain Right of Way Agreement which was filed for record in the office of the Register of Deeds, Douglas County, Nebraska, May 16, 1941, in Book 155 of Misc., Page 410, granting a Right of Way Easement for a pipe line over the following described land in Douglas County, Nebraska, to-wit:

Block 201-202-203-206-208 and 214, in Florence, addition to the City of Omaha, Nebraska, and,

On the 29th day of April, 1941, David H. Bowman and Evelyn E. Bowman, his wife, executed and delivered to Socony-Vacuum Oil Company, Incorporated, First Party's predecessor, a certain Right of Way Agreement which was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on May 16, 1941, in Book 155 of Misc., Page 413, granting a Right of Way Easement for pipe line over the following described land, located in Douglas County, Nebraska, to-wit:

Block 219, Florence Addition, now in the City of Omaha, Nebraska, and,

On the 1st day of April, 1943, Carl C. Wilson and Eva J. Wilson, his wife, and Alexander McKie, Jr. and Leola Jensen McKie, his wife, executed and delivered to Socony-Vacuum Oil Company, Incorporated, First Party's predecessor, a certain Right of Way Agreement which was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on April 6, 1943, in Book 173 of Misc., Page 161, granting a Right of Way Easement for a pipe line over the following described land in Douglas County, Nebraska, to-wit:

Lots 201-202-203-206-208 and 214, in the original town of Florence, now a part of the City of Omaha, as surveyed, platted and recorded, and,

On the 6th day of March, 1945, David H. Bowman and Evelyn E. Bowman, his wife, Alexander McKie, Jr. and Leola Jensen McKie, his wife, and Carl C. Wilson and Eva Wilson, his wife, executed and delivered to Socony-Vacuum Oil Company, Incorporated, First Party's predecessor, a certain Right of Way Agreement which was filed for record in the office of the Register of Deeds of Douglas County, Nebraska, on March 12, 1945, in Book 198 of Misc., Page 115, granting a Right of Way Easement for pipe line over the following

described land, located in Douglas County, Nebraska, to-wit:

Lots 201-202-203-206-208 and 214 and 219 in the original town of Florence, now a part of the City of Omaha, as surveyed, platted and recorded

WHEREAS, Second Parties have requested First Party to release its Right of Way Easement with the exception of a strip of land 35 ft. in width where the existing pipe line is now located, the exact legal description of said strip of land being hereinafter more specifically described, and

WHEREAS, First Party is willing to lower its pipe line and release its Right of Way Agreement, except for the strip of land 35 ft. in width hereinafter more fully described, provided Second Parties agree to recognize all the terms of the aforementioned Right of Way Agreements together with such modifications as are hereinafter agreed upon.

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

First Party, for itself, does hereby remise, release and forever quit claim unto Second Parties, their heirs and assigns, all of the right, title and interest of First Party under the aforesaid easements in and to the following described tracts of land:

Lots 201-202-203-206-208 and 214 and 219 in the original town of Florence, now a part of the City of Omaha, as surveyed, platted and recorded

EXCEPTING THEREFROM:

A corridor of land 35 ft. in width, the boundaries of said corridor of land which includes 17½ ft. on both sides of the center line of the existing pipe line, which center line of right-of-way is more particularly described as follows:

Beginning at a point 419.5 feet North of the SWcorner of Lot 201 and 669.24 feet East of the West line of the SE/4 of Section 29, T16N, R13E, Douglas County, Nebraska, said point being on the West line of Lot 201, 309.1 ft. South of the NWcorner of Lot 201, thence N. 84° 00' E., a distance of 255.4 ft., thence N. 80° 56' E. a distance of 483.8 ft. to a point on the West line of Lot 202, said point being 351.2 ft. South of the NWcorner of Lot 202, thence continuing N. 80° 56' E., a distance of 330.4 ft. to a point on the West line of Lot 203, said point being 366.9 ft. South of the NWcorner of Lot 203, thence continuing N. 80° 56' E., a distance of 129.94 ft. to the West line of 39th Street, thence continuing N. 80° 56' E., a distance of 78.9 ft. to the East line of 39th Street, thence continuing N. 80° 56' E., a distance of 121.56 ft. to a point on the West line of Lot 206, said point being 382.6 ft. South of the NWcorner of Lot 206, thence continuing N. 80° 56' E., a distance of 330.4 ft. to a point on the old East line of Lot 206, said point being 398.4 ft. South of the NEcorner of Lot 206, thence continuing N. 80° 56' E., a distance of 82.6 ft. to a point on the West line of Lot 208, said point being 55.8 ft. South of the NWcorner of Lot 208, thence continuing N. 80° 56' E., a distance of 131.9 ft., thence S. 86° 46' E., a distance of 511.7 ft., thence N. 79° 04' E., a distance of 34.0 ft. to a point on the West line of 34th Street, said point being 195.5 ft. South of the NEcorner of Lot 208, thence continuing N. 79° 04' E., a distance of 14.85 ft., thence N. 64° 48' E., a distance of 69.55 ft., to a point on the West line of Lot 214, said point being 179.3 ft. South of the NWcorner of Lot 214, thence continuing N. 64° 48' E., a distance of 424.3 ft., thence N. 78° 20' 30" E. a distance of 247.3 ft. to a point on the West line of 33rd.

Street, said point being 81.7 ft., South of the NEcorner of Lot 214, thence continuing N. 78° 20' 30" E., a distance of 82.5 ft. to a point on the West line of Lot 219, said point being 81.9 ft. South of the NWcorner of Lot 219, thence continuing N. 78° 20' 30" E., a distance of 605.9 ft., thence N. 64° 03' 15" E., a distance of 55.8 ft., to a point on the West line of 31st Street, said point being 69.6 ft., South of the NEcorner of Lot 219, thence continuing N. 64° 03' 15" E., a distance of 85.1 ft. to a point on the West line of Lot 224, said point being 48.8 ft. South of the NWcorner of Lot 224. This strip of land, 35 ft. wide and 4,075.9 ft. long contains 3.275 Acres, more or less.

This description is in accordance with a legal survey made by Mr. Wm. H. Scott which was completed November 30, 1956 and platted on Drawing No. 56303-1. This Drawing is included herewith as part of this instrument.

It is further agreed that the original Right of Way Agreements, dated April 26, 1941; April 29, 1941; April 1, 1943 and March 6, 1945, shall remain unimpaired and in full force and effect as to the above described corridor and the parties hereto expressly grant, ratify, confirm and adopt said original Rights of Way, except as herein modified.

Second Parties covenant and agree at the time this area is platted for a subdivision it will be platted in such a manner that no residences, buildings, parking lots, streets, roadways, sidewalks, 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 by this Release; provided, however, nothing herein shall prohibit the crossing of this excepted tract by any street, roadway, or sidewalk, if said crossing be approved by First Party in writing after receiving notice at First Party's office at 300 North Broadway, Wichita 2, Kansas, prior to same being presented to the Omaha Planning Commission; nor by water, gas, or sewerage or any other lines so long as they are under and beneath First Party's line after lowering to grade with minimum clearance of eighteen (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 First Party's opinion, interfere with the maintenance and operation of, or the access to, any existing pipe line.

Second Parties further agree that after the approved street and lot grade contours have been established, the grading (cutting and filling) will be done in such a manner as to be coordinated with the lowering of First Party's pipe line, maintaining a minimum of three (3) feet and a maximum of six (6) feet cover over said pipe line.

Second Parties further agree that after the First Party has lowered its pipe line to comply with street and lot grade contour, such contour having been accepted and approved by the Omaha Planning Commission and City Engineer, First Party shall be relieved of any further expense of lowering or altering its pipe line across such approved platted subdivision.

It is further understood and agreed that if at any future time when further expenditures of any kind or description are necessary to properly protect First Party's pipe line, such expenditure will be at the expense of Second Parties, if such expenditures

were necessitated by some act of Second Parties, their heirs or assigns,

This Agreement shall be 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.

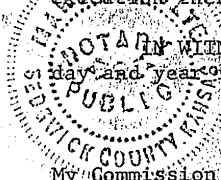
SOCONY MOBIL OIL COMPANY, INC.

By H. O. Rockhill
H. O. Rockhill, Attorney-in-Fact
FIRST PARTY

Carl C. Wilson
Eva J. Wilson
David H. Bowman
Margarette H. Bowman
SECOND PARTIES

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 4th day of January, 1957, before me a Notary Public within and for the County and State aforesaid, personally appeared H. O. Rockhill, Attorney-in-Fact, for Socony Mobil Oil Company, Inc., under and by virtue of that certain written power of attorney dated February 7, 1956, which empowers the said H. O. Rockhill, 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. O. Rockhill 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.

Mary Schulte
Notary Public

My Commission Expires July 15, 1960

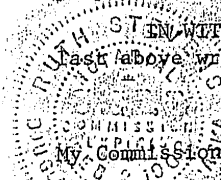
STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

BE IT REMEMBERED, before me, the undersigned, a notary public, within and for said County and State, on this 2nd day of January, 1957, personally appeared

Carl C. Wilson, Eva J. Wilson, David H. Bowman and Margarette H. Bowman

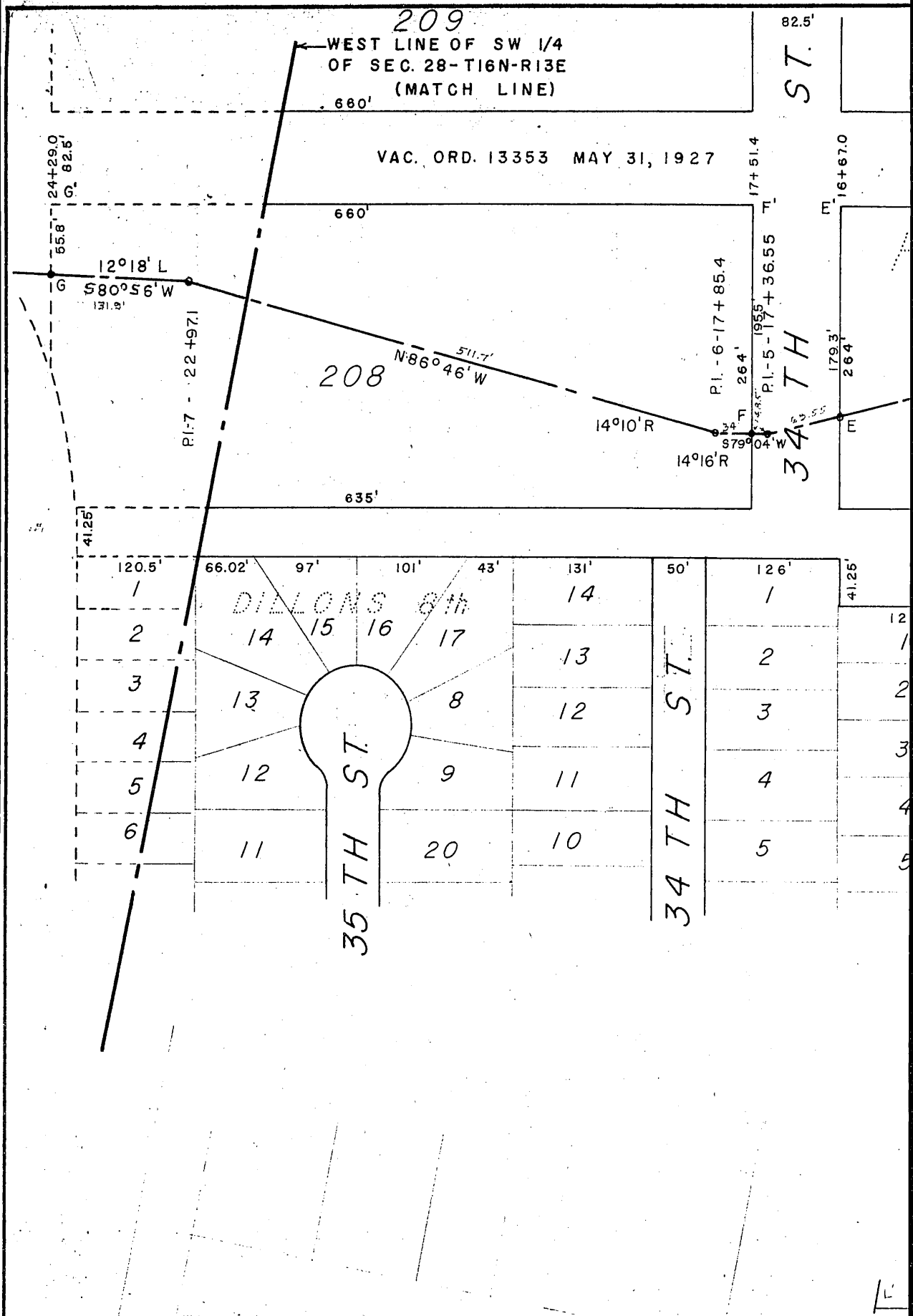
_____, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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



Ruth Stevens
Notary Public

My Commission Expires February 2, 1962



213

660'

WEBER

660'

LORENCE

13°32'30" L

424.3
S 64°48' W

214

P.L. - 4 - 12 + 42.7

660'

SCOTT

VAC. ORD. 13353

33 RD. AVE.

50'

10

9

8

7

6

5

4

3

2

1

50' 90° 33'

VAC. ORD. 177180 8/11/53

SUMMIT

ST.

60'

19

18

17

FO

ST.

82.5'

SUB.

50'

9+95.4

81.7'

264'

33 RD

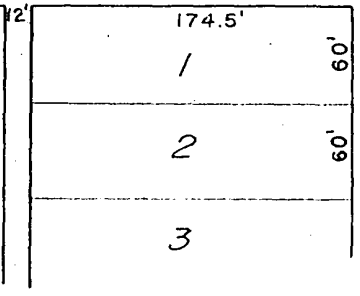
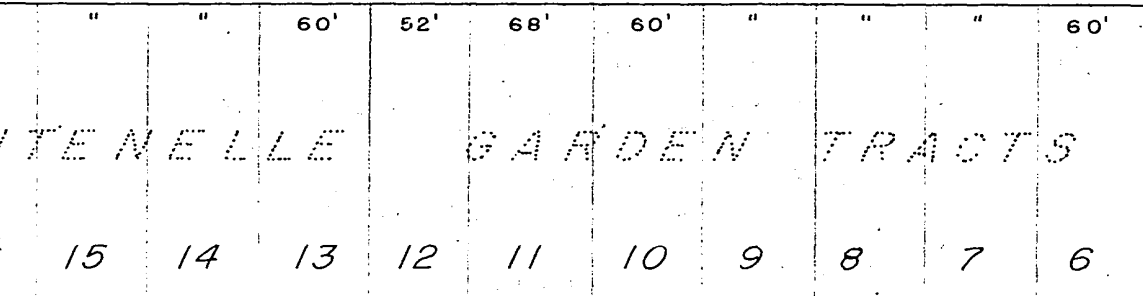
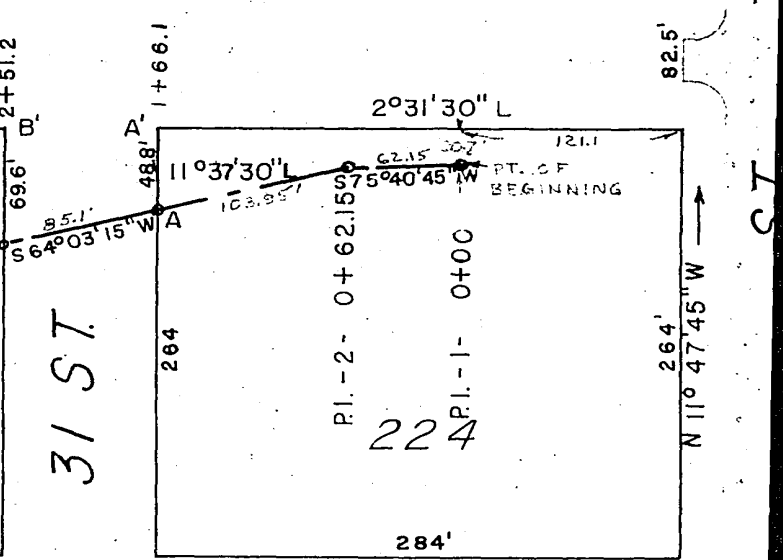
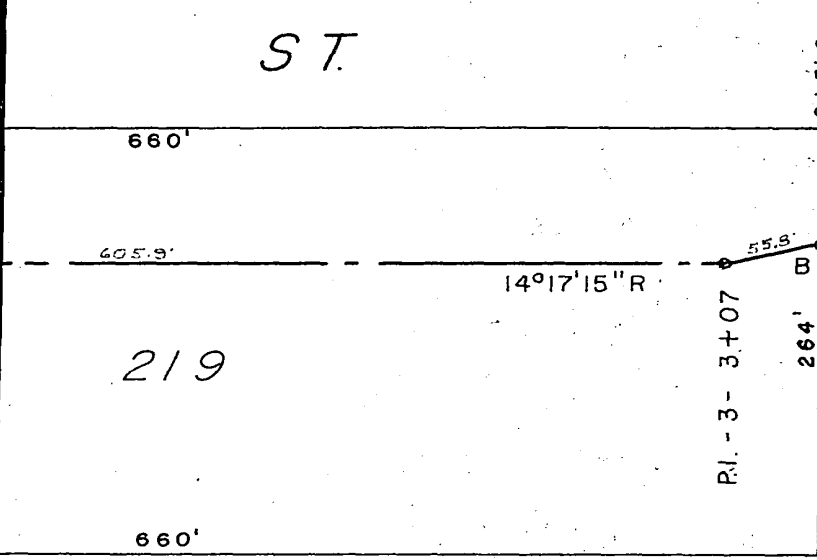
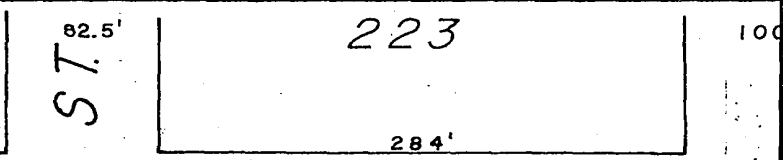
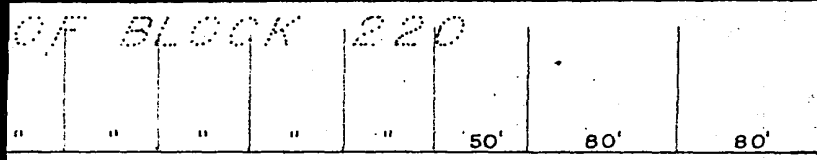
9+12.9

81.9'

264'

S 78° 20' 30"

35+02.8



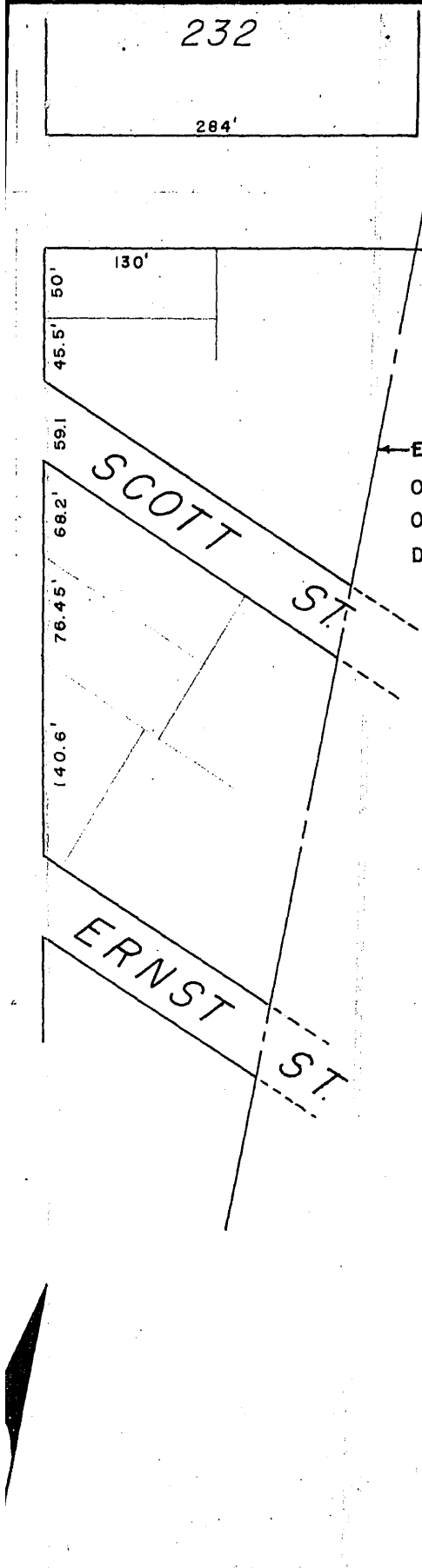
31+72.4

30+42.46

29+63.56

28+42.0

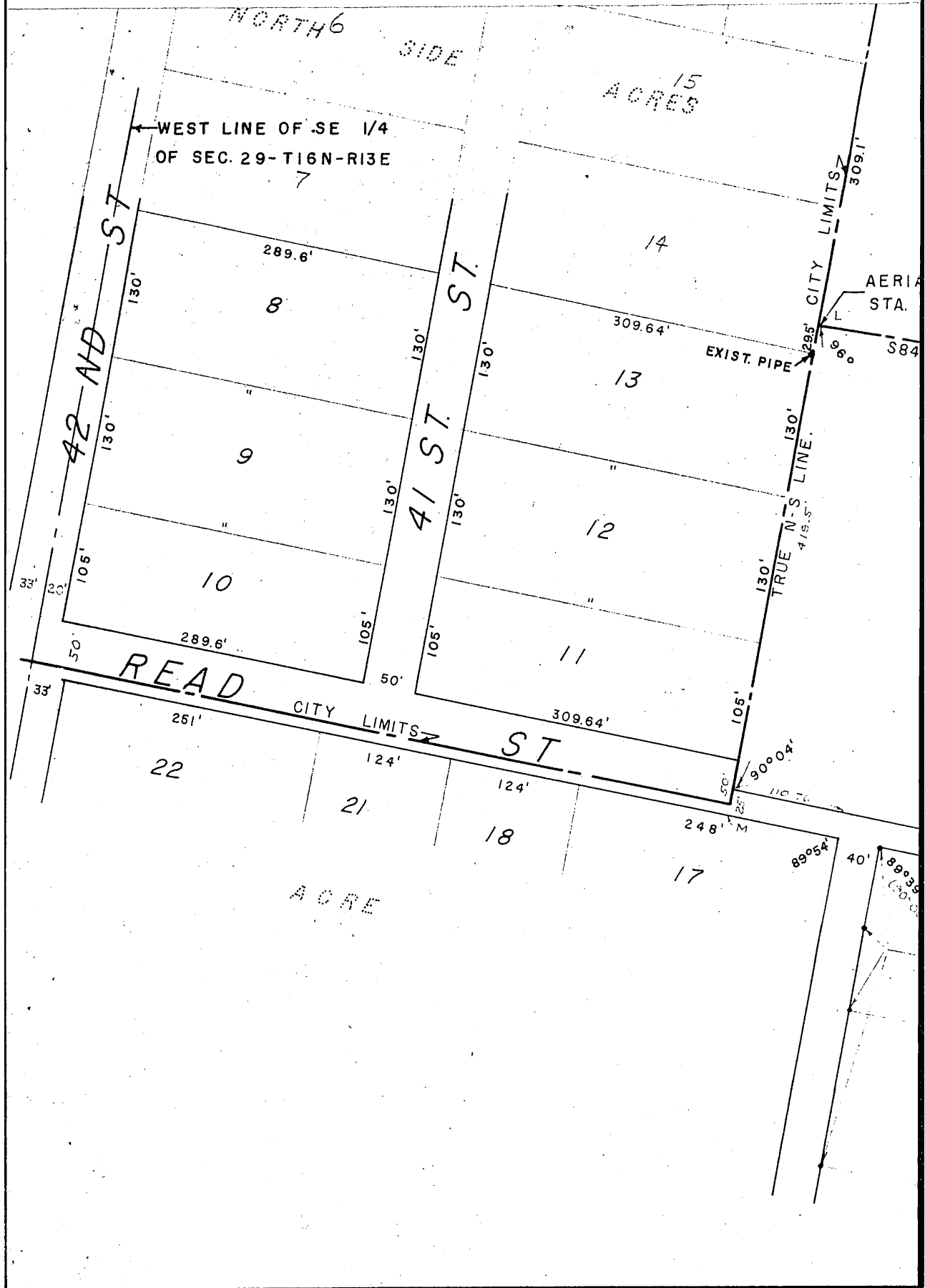
25+11.6



EAST LINE OF SW 1/4
OF SEC. 28-T16N-R13E
OF THE 6TH. P.M.
DOUGLAS CO., NEBRASKA

DEPARTURE TAKEN AT 90° TO 30TH ST.—WEST P.L.=0
LATITUDE TAKEN AT 90° TO WEBER ST.—SOUTH P.L.=0
WEBER STREET EXTENDED

LOCATION	LATITUDE	DEPARTURE
NE COR. BLOCK 224	0'	0'
PI-1- 0+00 PIPELINE	20.7'S	121.1'W
PI-2- 0+62.15 "	23.44'S	183.19'W
POINT A 1+66.1 "	48.84'S	284.0'W
" A'	0'	284.0'W
" B 2+51.2 "	69.64'S	366.5'W
" B'	0'	366.5'W
PI-3- 3+07 "	83.29'S	420.6'W
POINT C 9+12.9 "	81.89'S	1,026.5'W
" C'	0'	1,026.5'W
" D 9+95.4 "	81.69'S	1,109.0'W
" D'	0'	1,109.0'W
PI-4- 12+42.7 "	81.04'S	1,356.3'W
POINT E 16+67.0 "	179.34'S	1,769.0'W
" E'	0'	1,769.0'W
PI-5- 17+36.55 "	195.52'S	1,836.7'W
POINT F 17+51.4 "	195.3'S	1,851.5'W
" F'	0'	1,851.5'W
PI-6- 17+85.4 "	194.78'S	1,885.55'W
PI-7- 22+97.1 "	62.10'S	2,379.74'W
POINT G 24+29.0 "	55.82'S	2,511.5'W
" G'	0'	2,511.5'W
" H 25+11.6 "	51.89'S	2,594.0'W
" H'	346.5'N	2,594.0'W
" I 28+42.0 "	36.15'S	2,924.0'W
" I'	346.5'N	2,924.0'W
" J 31+72.4 "	20.4'S	3,254.0'W
" J'	346.9'N	3,254.0'W
" K 35+02.8 "	4.67'S	3,584.0'W
" K'	346.9'N	3,584.0'W
PI-8- 39+86.6 "	18.37'N	4,067.32'W

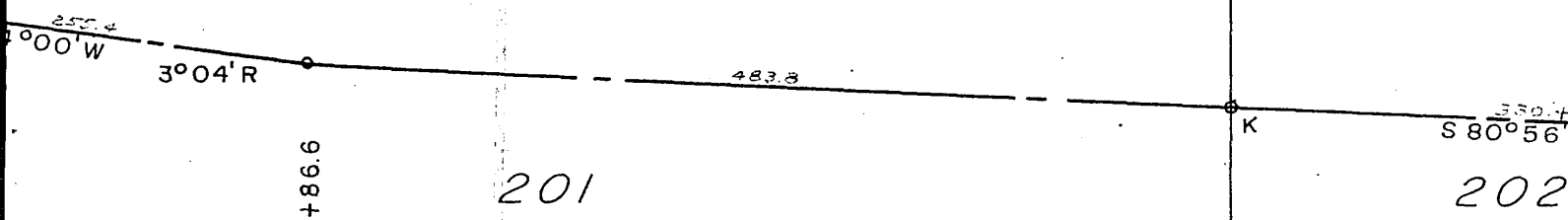


672.77 (PLAT)
(674.32 CALC.)

330'

FLORENCE

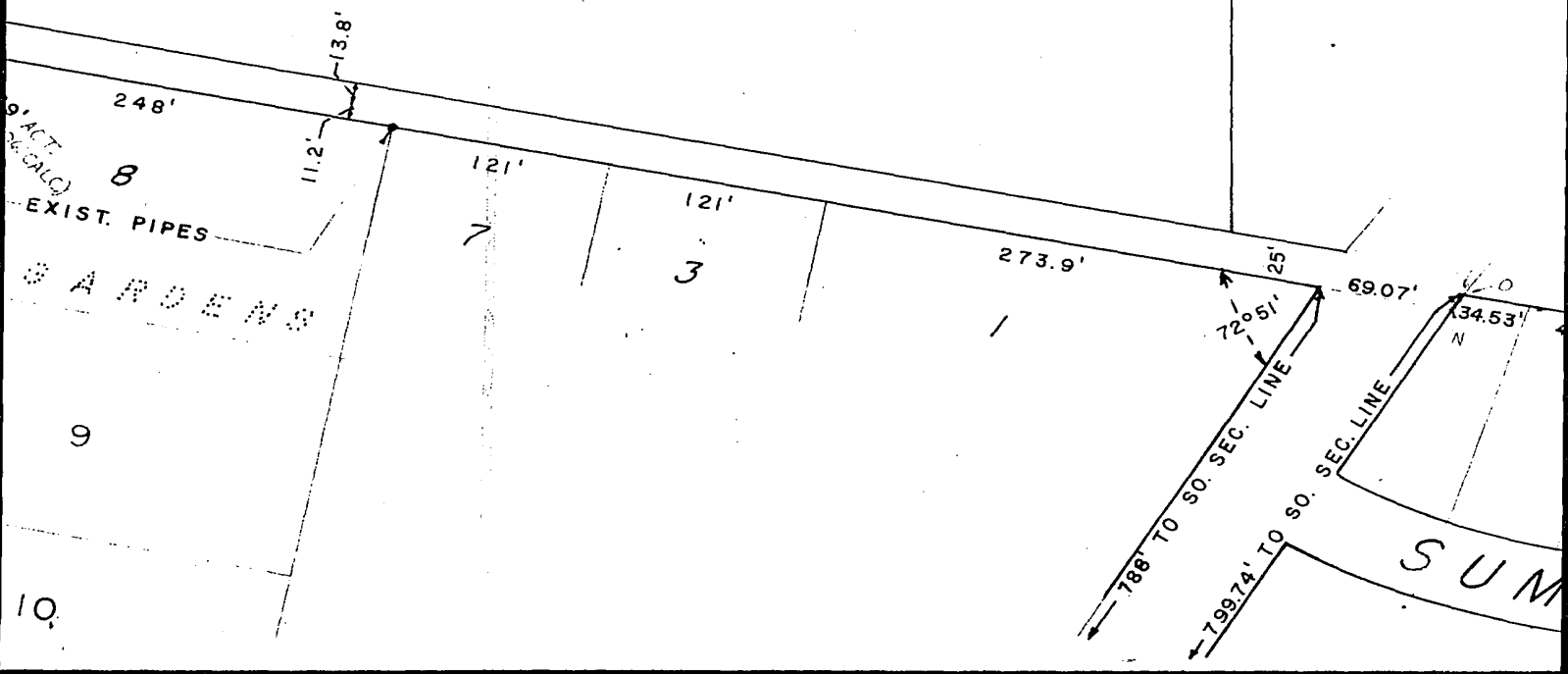
AL MARKER (ON CITY LIMIT LINE)
42+42

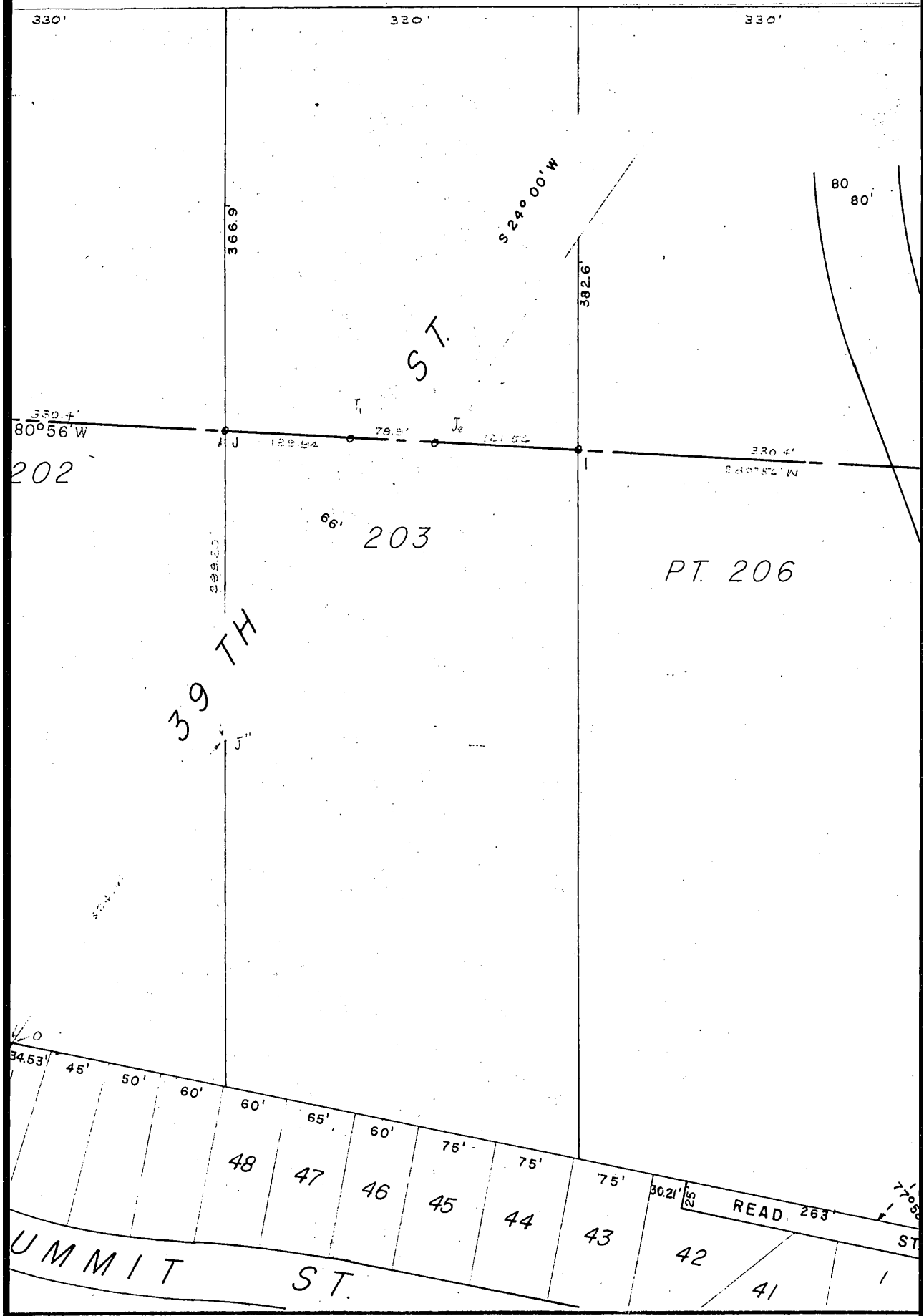


P.L. - 8 - 39+86.6

201

202





330.4'
80°56'W
202

39 TH ST

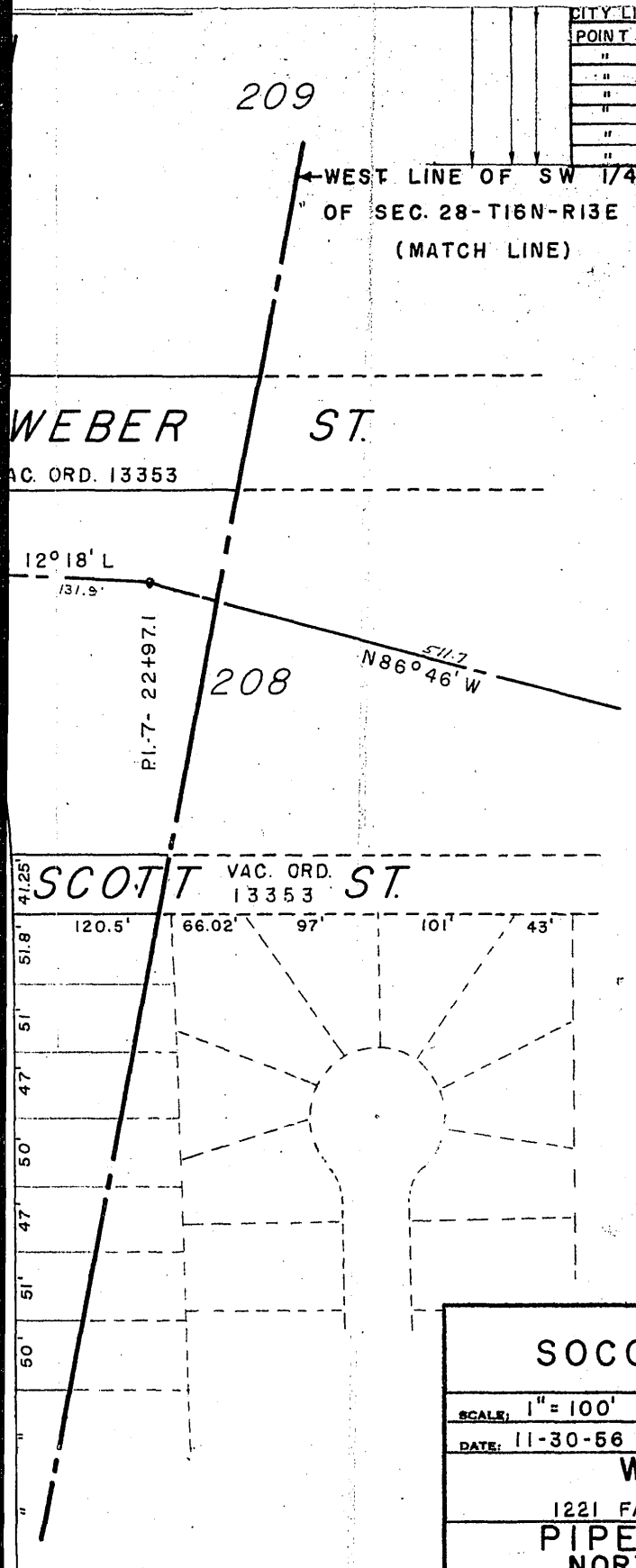
S T.

66'
203

PT. 206

34.53'	45'	50'	60'	60'	65'	60'	75'	75'	75'	80.21'
			48	47	46	45	44	43	42	41
UMMIT ST.										READ 263'

CITY LIMITS 42+42	44.17 N	4,321.41' W
POINT L	346.74' N	4,258.22' W
" M	390.95' S	4,412.28' W
" N	593.17' S	3,449.56' W
" O	582.90' S	3,443.87' W
" J	319.61' S	3,254.0' W
" J1	26.60' S	3,124.22' W
" J2	30.36' S	3,045.42' W



CERTIFICATE OF SURVEY

IN ACCORDANCE WITH THE STATUTES OF THE STATE OF NEBRASKA, I, THE UNDERSIGNED REGISTERED ENGINEER, DECLARE THAT THE ROUTE OF PIPELINE RIGHT OF WAY AS SHOWN ON THIS PLAT IS A TRUE AND LEGAL SURVEY.

DATE Dec. 22, 1956 SIGNED: Wm. H. Scott
 WM. H. SCOTT
 REGISTERED ENGR.
 REGISTRATION NO. E-1087



SOCONY MOBIL OIL CO.		
SCALE: 1" = 100'	APPROVED BY:	DRAWN BY <u>R.H.H.</u>
DATE: 11-30-56		REVISED
WM. H. SCOTT, ENGR.		
1221 FARNAM ST. OMAHA AT. 4434		
PIPELINE SURVEY NORTH OMAHA, NEBR.		DRAWING NUMBER 56303-

Socony Mobil Oil Co., Inc., E-448