

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 Gertrude M. Dietz, widow; Delmar E. Dietz and wife, Alma Dietz; Evelyn L. Crawford, a single person; Dorothy N. Sorensen and husband, Carl Sorensen, and Ralston Development Corporation, 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 said Grantees above named, all of its right, title and interest acquired by virtue of that certain Right of Way Agreement dated February 12, 1946, executed by Gertrude M. Dietz and E. H. Dietz, her husband, and filed for record in Book 211 of Misc. at Page 161, 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:

NW1/4, Section 10, Township 14, Range 12, excepting and reserving unto 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:

The East 30 feet of the NW1/4, Section 10,

Township 14, Range 12.

TO HAVE AND TO HOLD unto the said Grantees, their heirs, administrators, executors, 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 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

T-4764

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, except that permission for entrances to the property and for utilities common to developments will not be unreasonably denied. Any revisions of the pipe lines made necessary to accommodate construction of the development shall be paid for by the Grantees, their successors or assigns. The covenants in this paragraph contained shall constitute covenants running with the land and shall be binding upon Grantees, their heirs, administrators, executors, successors and assigns.

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

IN WITNESS WHEREOF, we hereunto set our hands and seals this 15th day of September, 1960.

ATTEST:

(Corporate Seal)

L. B. Seck
L. B. Seck Secretary

GRANTOR

GREAT LAKES PIPE LINE COMPANY

BY R. J. Wagner
Administrative Vice President R. L. Wagner

ATTEST:

Russell Herwig
Secretary

GRANTEES

RALSTON DEVELOPMENT CORPORATION

BY Louis a mc Farling
President

(Corporate Seal)

Gertrude M. Dietz
Gertrude M. Dietz

Delmar E. Dietz
Delmar E. Dietz

Alma P. Dietz
Alma Dietz

Evelyn L. Crawford
Evelyn L. Crawford

Dorothy N. Sorensen
Dorothy N. Sorensen

Carl Sorensen
Carl Sorensen

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this 21st day of September, 1960, 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; that the seal affixed to the foregoing 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 21st day and year last above written.

My term expires: My Commission Expires March 25, 1962



J. M. Namara
Notary Public

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 15th day of September, 1960, before me personally appeared Gertrude M. Dietz, widow; Delmar E. Dietz and wife, Alma Dietz; Evelyn L. Crawford, a single person; Dorothy N. Sorensen and husband, Carl Sorensen; 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.

WITNESS my hand and Notarial Seal the date aforesaid.

Harry J. Farnham
Notary Public

My Commission expires:

May 9, 1962

STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

On this 15 day of September, 1960, before me personally appeared Louis A. McFarling, President of Ralston Development Corporation, to me known to be such President and the identical person described in and who executed this instrument and he acknowledged the same to be his voluntary act and deed as such officer and the voluntary act and deed of said Corporation.

WITNESS my hand and Notarial Seal the date aforesaid.

Harry J. Farnham
Notary Public

My Commission expires:

May 9, 1962

1. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS CHANGE IN DOUGLAS COUNTY, NEBRASKA, ON 21 DAY Sept 60 AT 9:05 A M. BY THOMAS J. GARDNER, REGISTER OF DEEDS

415