

COMPARED

1160
7-3-03

PARTIAL RELEASE OF RIGHT OF WAY CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, Letha M. Wadley, a single woman, did on the 22nd day of April, 1941, grant unto Standard Oil Company, an Indiana corporation, its successors and assigns, the right to lay, maintain, inspect, operate, replace, change or remove a pipeline for the transportation of oil, gas, gasoline or other petroleum products, on, over and through the following described land situated in the County of Pottawattamie, State of Iowa, to-wit:

The North part of Lot 2 in the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) and Lots 6 and 7 in the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 5; the North part of Lot 3 in the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) and Lots 7 and 8 in the Southeast Quarter of the Northeast Quarter of Section 6; all in Township 74 North, Range 43 West.

which Right of Way Contract was filed for record in the Recorder's Office of said Pottawattamie County, State of Iowa, and recorded in Book 875, page 56 of County Records, as Document No. 16994; and

WHEREAS, subsequent thereto the said Standard Oil Company transferred and conveyed all of its right, title and interest in and to the above described land to The American Oil Company, a Maryland corporation, its successors and assigns, herein after called "American"; and

WHEREAS, Letha M. Wadley, a single woman, hereinafter called "Owner", has requested American to limit and define its pipeline right of way across a portion of the above described land; and

WHEREAS, American is willing to limit and define its pipeline right of way across a portion of said land under conditions hereinafter provided and mutually agreed by American and Owner

NOW, THEREFORE, in consideration of the premises and mutual benefits to be derived therefrom, American does hereby release and surrender unto the present Owner or Owners, their successors and assigns, all right, title and interest in and to the above described land which it acquired by said Right of Way Contract dated April 22, 1941, hereinabove described, ONLY INsofar as it pertains to the following described land situated in the County of Pottawattamie, State of Iowa, to-wit:

Lot 6 in the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 5, Township 74 North, Range 43 West of the 5th P.M.,

SAVE and EXCEPT therefrom a strip of land described as follows:

Beginning at the intersection of the Easterly right of way line of the Relocated County Road and the Southerly right of way line of Madison Avenue; thence North 85 degrees 43 minutes 30 seconds East along the Southerly right of way line of Madison Avenue a distance of 30 feet; thence South 16 degrees 45 minutes 03 seconds West a distance of 140 feet; thence South 43 degrees 19 minutes 30 seconds West a distance of 380 feet to the South line of said Lot 6; thence West along the South line of Lot 6 to the Easterly right of way line of said Relocated County Road; thence Northerly along said Easterly right of way line on a curve to the left to the point of beginning.

All right, title and interest of every kind and nature is fully reserved to American under said Right of Way Contract, dated April 22, 1941, except that which is specifically released hereunder.

It is mutually agreed that Owner may use and enjoy the surface of the right of way strip hereinabove reserved, provided, however, that such use and enjoyment shall not interfere with the use of said right of way strip by American as set forth in said Right of Way Contract, dated April 22, 1941, and provided further that no buildings, engineering works, or other structures shall be constructed on, over or across said right of way strip. It is mutually agreed, however, that the no buildings, engineering works, or other structures restriction shall not include the construction of public roads, driveways, and public utilities, hereinafter

called "facilities", across said right of way strip but it shall prohibit the construction of said facilities longitudinally within said right of way strip. American shall not be held liable to Owner for any damages caused to any such facilities constructed across said right of way strip in exercising its rights granted in said Right of Way Contract, and provided further that if in the judgment of American the construction of such permitted facilities requires alteration, or lowering, or other protective measures on the pipeline, the entire cost of such alterations, or lowering, or other protective measures, shall be borne solely by Owner.

Owner further agrees that American shall have the right to maintain the right of way strip clear of trees, shrubs, undergrowth, and brush to prevent damage or interference with the efficient operation and patrol of the pipeline.

The terms, conditions and provisions hereof shall extend to and be binding upon the parties hereto, their heirs, successors and assigns.

Executed this 29th day of January, 1970.

COMPARED

THE AMERICAN OIL COMPANY

ATTEST:

BY

BY J. E. Egan, Jr.
Secretary

N. F. Tietze
N. F. Tietze
Division Manager, Products Pipelines,
Transportation Department

[Signature]

OWNER

* Letha M. Wadley
Letha M. Wadley

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS }
COUNTY OF COOK } SS

On this 5 day of February, A.D. 1970, before me, a Notary Public in and for said county, personally appeared N. F. Tietze, to me personally known, who being by me duly sworn did say that he is Division Manager, Products Pipelines, Transportation Department, of said corporation, that the seal affixed to said instrument is the seal of said corporation and that said instrument was signed and sealed on behalf of the said corporation by authority of its board of directors and the said N. F. Tietze acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by its voluntary executed.

My commission expires _____

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES OCT. 30, 1973
ISSUED FROM ILLINOIS NOTARY ASSOCIATION

[Signature]
Notary Public in and for said County

ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF POTTAWATTAMIE } SS

On this 29th day of January, A.D. 1970, before me, a Notary Public, personally appeared Letha M. Wadley, a single woman, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

My commission expires July 4, 1972

[Signature]
Notary Public in and for said County