

Inc.

15-15-12

BOOK 560 PAGE 273
79-771 ET C

A G R E E M E N T

THIS AGREEMENT made this 29th day of JUNE, 1973,
between E. G. Miller Realty Company, Inc. Trustees

hereinafter referred to as "Owners" (whether one or more), and the MOBIL PIPE LINE COMPANY, a corporation organized and existing under the laws of the State of Delaware, hereinafter referred to as "Mobil,"

W I T N E S S E T H:

WHEREAS on the 25th day of January, 1941, Wm. Kroeger, a widower, executed in favor of Socony-Vacuum Oil Company, Incorporated, Mobil's predecessor, a Right of Way Agreement for pipelines and other purposes across certain lands situated in Douglas County, Nebraska, said Right of Way Agreement being recorded in Book 154, Page 34, of the Register of Deeds' Office of Douglas County, Nebraska, reference to which is made for all purposes as if the same were copied herein, and

WHEREAS, the rights granted under said Right of Way Deeds are now owned by Mobil Pipe Line Company (formerly known under the name of Magnolia Pipe Line Company), and

WHEREAS, the land originally included in said Right of Way Agreements is now held in severalty and in separate tracts by various parties, and whereas the present holder and owner of the following described lands, to-wit:

The Northwest Quarter of Southeast Quarter (NW/4 of SE/4) of Section 18, Township 15 North, Range 12 East, and the West half of the Northeast Quarter (W/2 of NE/4) of Section 18, Township 15 North, Range 12 East, all in Douglas County, Nebraska, now being a portion of Candlewood Subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska.

has requested Mobil to release the rights, privileges, and easements granted to it by the above-mentioned Right of Way Agreements, insofar as it covers all of the said above-described property, except for a strip of land hereinafter described upon which pipelines or other appurtenant property and equipment are now located.

NOW, THEREFORE, in consideration of the mutual benefits and obligations of the parties resulting from the covenants herein, the parties do hereby agree as follows:

(1) Mobil hereby releases all rights, privileges and easements held by it under the above-mentioned Right of Way Agreements insofar as it covers the following described lands, to-wit:

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Northwest Quarter of Southeast Quarter (NW/4 of SE/4) of Section 18, Township 15 North, Range 12 East, and the West Half of Northeast Quarter (W/2 NE/4) of Section 18, Township 15 North, Range 12 East, all in Douglas County, Nebraska, now being a portion of Candlewood Subdivision, as surveyed, platted, and recorded in Douglas County, Nebraska.

Excepting and retaining a perpetual easement of variable widths in Lots 141, 142, 145 thru 166 inclusive, 170, 171, 173, thru 176 inclusive, 251, 254, 303, 305, and 306 Candlewood, an addition in part of the N 1/2 of the SW 1/4, part of the NE 1/4, and part of the N 1/2 of the SE 1/4, all in Section 18, T 15 N, R 12 E of the 6th P.M., Douglas County, Nebraska, being more particularly described as follows:

- A. The West 35 feet of said Lot 141.
- B. The West 35 feet of said Lot 142.
- C. The West 35 feet of said Lot 145.
- D. The West 35 feet of said Lot 146.
- E. The West 35 feet of said Lot 147.
- F. The West 35 feet of said Lot 148.
- G. The West 35 feet of said Lot 149.
- H. The West 35 feet of said Lot 150.
- I. The West 35 feet of said Lot 151.
- J. The West 35 feet of said Lot 152.
- K. The West 35 feet of said Lot 153.
- L. The West 35 feet of said Lot 154.
- M. The West 35 feet of said Lot 155.
- N. The West 35 feet of said Lot 156.
- O. The West 35 feet of said Lot 157.
- P. The West 35 feet of said Lot 158.
- Q. The West 35 feet of said Lot 159.
- R. The West 35 feet of said Lot 160.
- S. The West 35 feet of said Lot 161.
- T. The West 35 feet of said Lot 162.
- U. The West 35 feet of said Lot 163.
- V. The West 35 feet of said Lot 164.
- W. The West 35 feet of said Lot 165.
- X. The West 35 feet of said Lot 166.
- Y. The West 35 feet of said Lot 170.
- Z. The West 35 feet of said Lot 171.
- AA. The West 35 feet of said Lot 173.
- AB. The West 30 feet and the Southwesterly 17.5 feet of said Lot 174.
- AC. The Northeasterly 17.5 feet of said Lot 175.
- AD. The East 15 feet of said Lot 176.
- AE. A 35 foot wide easement being 17.5 feet on both sides of the following described centerline in said Lot 251, said centerline being more particularly described as follows:

Commencing at the southwest corner of said Lot 251; thence S89°39'00"E, (assumed bearing) along the South line of said Lot 251, a distance of 85.74 feet to the Point of Beginning; thence N08°31'02"W, a distance of 11.21 feet; thence N08°33'47"W, a distance of 113.47 feet to the Point of Termination on the North line of said Lot 251, said Point of Termination being 65.51 feet along a 1,595.03 foot radius convex curve to the right from the Northwest corner of said Lot 251.

- AF. A 35 foot wide easement being 17.5 feet on both sides of the following described centerline in said Lot 254, said centerline being more particularly described as follows:

Commencing at the southeast corner of said Lot 254; thence Westerly along the South line of said Lot 254, 40.78 feet along a 1,645.03 foot radius concave curve to the left, whose chord is N86°02'59"W (assumed bearing), a distance of 40.78 feet, to the Point of Beginning; thence N06°22'52"E, a distance of 209.98 feet to the Point of Termination on the North line of said Lot 254; said Point of Termination being 40.90 feet N52°45'50"W from the northeast corner of said Lot 254.

AG. A 35 foot wide easement being 17.5 feet on both sides of the following described centerline in said Lot 303, said centerline being more particularly described as follows:

Commencing at a point on the Southerly line of said Lot 303 being the northeast corner of Lot 254, Candlewood; thence N52°45'50"W (assumed bearing) along the common line of said Lot 254 and 303, a distance of 40.90 feet to the Point of Beginning; thence N06°22'52"E, a distance of 504.20 feet to the Point of Termination on the Northerly line of said Lot 303, said Point of Termination being at the Southeast corner of Lot 305, Candlewood.

AH. The northeasterly 17.5 feet of said Lot 305.

AI. The southwesterly 17.5 feet of said Lot 306.

Gate valves on the six-inch products pipeline are located approximately 30 feet North of the centerline of Burt and IZard Street.

(2) Owners hereby grant and convey unto Mobil Pipe line Company, its successors and assigns, the rights of way, easements and privileges to lay, repair, maintain, operate and remove pipelines and replace existing lines with other lines for the transportation of oil and gas, and the products thereof, water, or any other fluid or substance, together with such drips, valves, fittings, meters, and similar appurtenances as may be necessary or convenient to the operation of said lines, and to erect, repair and maintain, graphite and steel anodes and other devices for the control of pipeline corrosion, over, across, and through the above described strip, with ingress and egress to and from the same. said rights of way, easements and privileges herein granted each being divisible and assignable or transferable in whole or in part, to have and to hold the same unto said Mobil Pipe Line Company, its successors and assigns, for so long as used for the purposes aforesaid.

(3) It is expressly understood that except for existing easement rights, now owned by other parties, Mobil Pipe Line Company, its successors and assigns, shall have an exclusive easement across and over said right of way strip except as provided in Paragraph Number 4 following. It is agreed that Owners, their successors or assigns, will permit no building, body of water, with the exception of the lake known as Lake Candlewood already existing thereon, or other structure or obstruction to be placed upon said right of way strip, and that the dirt covering said pipelines shall not be added to or removed without Mobil's written consent.

(4) Notwithstanding any of the foregoing provisions, Owners, their heirs and assigns, may permit the construction, operations, repair and maintenance of utility lines, street, roadways, or railroad tracks across (as distinguished from running lengthwise along) said right of way strip, and if said crossings are made, it is agreed that Owners, their heirs and assigns, shall reimburse Mobil, or cause Mobil to be reimbursed, for all the reasonable and necessary costs for labor and materials incurred by Mobil in casing, lowering, or otherwise protecting said line for said

crossings. Save and except that Mobil does hereby grant to said Owners, its successors and assigns, a permit for the construction of underground telephone and electric cables in and under and along Mobil's pipeline right of way herewith reserved. Provided, however, that the following provisions are followed:

- (a) Mobil is furnished plans of the construction for its approval.
- (b) Minimum parallel distance between Mobil's pipeline and the telephone and electric lines should be ten (10) feet.
- (c) Minimum distance between Mobil's pipeline and the telephone and electric lines when crossing, should be two (2) feet. The power covering and/or telephone cable shall be below the pipe.
- (d) At points where the high voltage cables (above 600 volts) cross the pipeline, non-metallic conduit is to be installed for ten (10) feet either side of the centerline of pipeline.
- (e) The ditch for power cables is to be marked with Terra-Tape, Protect-A-Line or similar products in the backfill, eighteen (18) inches above the cables.

(5) Said Rightof Way Agreements dated January 25, 1941, and April 21, 1941,

and referred to above, shall remain in full force and effect except as amended hereby.

IN WITNESS WHEREOF, the parties hereto fix their signatures the day and date

first above mentioned



E. G. Miller Realty Company, Inc. Trustees
Owner

By Bruce Miller
Title

Bruce Miller
President

MOBIL PIPE LINE COMPANY

ST

By Shirley
Vice President *St*

Attest

Secretary

STATE OF NEBRASKA

COUNTY OF DOUGLAS

BE IT REMEMBERED, that on this 29th day of JUNE, 1973,

before me, a Notary Public, personally appeared BRUCE MILLER

of E.G. MILLER REALTY COMPANY INC

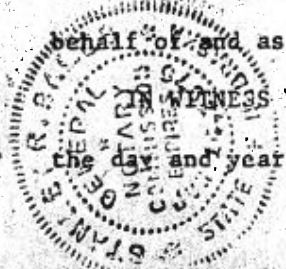
a NEBRASKA corporation, who is personally known to me and known to me to

be the PRESIDENT of said corporation, and the same person who executed the

foregoing instrument, and he duly acknowledged the execution of the same for and on

behalf of and as the act of said corporation.

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



Stanley R Baker
Notary Public

My Commission Expires: June 14, 1975

STATE OF TEXAS)

COUNTY OF DALLAS)

On this 30th day of December, 1975, before me, a Notary Public in and for said county and state, personally came the above named L. A. Foy, who is personally known to me to be the identical person whose name is affixed to the above instrument as Vice President for Mobil Pipe Line Company, and he acknowledged said instrument to be his voluntary act and deed as Vice President for Mobil Pipe Line Company

WITNESS MY HAND AND NOTARIAL SEAL the date last aforesaid.



Doris Hickey

Notary Public in and for Dallas County, Texas
DORIS HICKEY, Notary Public
In and for Dallas County, Texas

Commission Expires:
My commission expires
June 1, 1977

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
19 DAY OF Jan 76 AT 3:12 PM. C. HAROLD OSTLER, REGISTER OF DEEDS 2400