

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of October, 1963, by and between RALPH MEINERSHAGEN and ALNA MEINERSHAGEN, husband and wife, of Omaha, Douglas County, Nebraska, hereinafter referred to as Grantors, and the NATIONAL COOPERATIVE REFINERY ASSOCIATION, a corporation, hereinafter referred to as Association, WITNESSETH:

WHEREAS, grantors are now the owners of the following described real estate situated in Douglas County, Nebraska, to-wit:

All that part of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 19, lying South of the C. St.P. O. & M. R.R. right-of-way, except land deeded to J. W. Frey and to Boy Scout Troop No. 20.

All that part of the NE $\frac{1}{4}$, Section 19, lying South of the C. St.P. O. & M. R. R. right-of-way,

A tract of land situated in the NW $\frac{1}{4}$ of Section 20 bounded on the West by the West line of Section 20, on the South by the East and West half section line through Section 20, on the East by the center line of the county road, on the North by the right-of-way of the C. St.P. O. & M. R.R. and,

All in Township 16 North, Range 13 East of the 6th P. M.,

and

WHEREAS, Grantors' predecessors in title heretofore granted to Association, its successors and assigns, the right to lay, maintain, operate, relay and remove at any time a pipeline or pipelines for the transportation of oil or oil products, gas

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and water with the rights of ingress and egress to and from such premises, which rights have been exercised and are now being exercised by Association, and

WHEREAS, Grantors are developing such premises, together with others adjacent thereto, for industrial, commercial and residential purposes, and the parties desire to define the limits of the easements heretofore granted to Association,

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. The easements heretofore granted to Association, its successors and assigns, for the purpose of laying, maintaining, operating, relaying and removing at any time a pipeline or pipelines shall be limited to a strip of ground 75 feet in width, bounded on the north by the southerly right-of-way line of C. St.P. O. & M. R.R. and on the south by a line 75 feet south of and parallel to such right-of-way line, provided however that the southerly line of such 75-foot strip shall in no event be less than 25 feet south of the center of Association's pipeline as such pipeline now exists, in which case Association's easement shall extend to a point 25 feet south of the center of its pipeline as now situated.

2. Association hereby retains the right of reasonable and necessary ingress and egress to and from such easement over, across and upon the remaining portions of the premises herein-

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above described.

3. Except as provided for in Paragraphs 1 and 2 hereof, Association hereby releases its easement to the other portions of the premises hereinabove described.

4. In consideration of the undertakings on the part of Association, Grantors agree that they shall not construct or permit the construction of any building, structure, improvement, paving or parking area over or under the surface of the easement being retained by Association without the written consent of Association thereto and upon such terms and conditions as shall be imposed by Association. Grantors shall not permit the storage of any materials over Association's easement without specific authorization of Association and upon such terms and conditions as shall be imposed by Association.

5. In the event that casing or other protection of Association's line shall be required by the construction of any building, improvement, paving, parking area, access road or spur track, all costs occasioned thereby shall be borne by Grantors.

6. No more than six feet of fill material shall be permitted over Association's line without the written authorization of Association.

7. This agreement shall be binding upon the parties, their successors and assigns.

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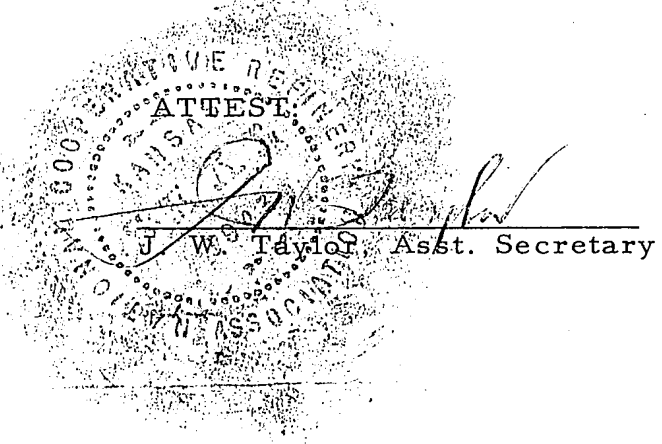
IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

Ralph Meinershagen
Alna Meinershagen
GRANTORS

NATIONAL COOPERATIVE REFINERY ASSOCIATION

By Ralph Booker
Ralph Booker, Executive Vice President

ASSOCIATION

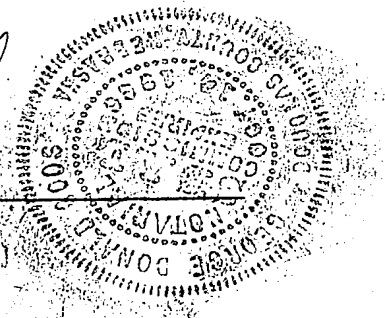


STATE OF NEBRASKA)
) ss.
DOUGLAS COUNTY)

Now on this 1st day of October, 1963, before me,

the undersigned, a notary public in and for Douglas County, Nebraska, personally appeared Ralph Meinershagen and Alna Meinershagen, husband and wife, to me known to be the persons named in and who executed the foregoing instrument and they acknowledged the execution of the same as their voluntary act and deed.

George H. ...
NOTARY PUBLIC



STATE OF KANSAS)
) ss.
McPHERSON COUNTY)

Now on this 14th day of October, 1963, before me,

the undersigned, a notary public in and for McPherson County,
Kansas, personally appeared Ralph Booker

and J. W. Taylor, to me personally known

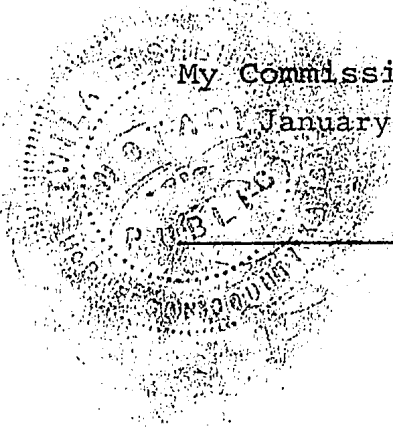
and who, being by me duly sworn, did state that they are _____

Executive Vice President and Assistant Secretary,

respectively, of The National Cooperative Refinery Association,
a corporation; and that the foregoing instrument was signed on
behalf of the National Cooperative Refinery Association, by
authority of its Board of Directors; and each acknowledged the
execution of such instrument as the voluntary act and deed of the
National Cooperative Refinery Association.

Twila Fushburn
Notary Public

My Commission Expires:
January 16, 1965



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Handwritten signature

*Recd - Johnson, Newark
T. Wiley T. Wiley*

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