

see attached exhibit

not our part of lot 9.

AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of October, 1961, by and between RALPH WEINERSHAGEN and ALNA WEINERSHAGEN, 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 the "Association",

WITNESSETH:

WHEREAS, Grantors' predecessors in title by Right of Way Agreements 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 transportation of oil or oil products, gas and water, together with rights of ingress and egress, over, on and through tracts of land lying south of the right of way of the C. St. P. M. & O. R. R. in Sections 19 and 20, Township 16 North, Range 13 East of the 6th P. M., Douglas County, Nebraska, and,

WHEREAS, such rights have been exercised and are now being exercised by Association, and,

WHEREAS, the limits of the easements granted by such Right of Way Agreements were subsequently modified by the terms of a written agreement between the parties hereto dated October 1, 1963 and recorded in Book 403 Miscellaneous Records Page 585, Office of the Register of Deeds, Douglas County, Nebraska, and,

WHEREAS, the terms of such Right of Way Agreements as modified by such written agreement, provide that Grantors shall not construct or permit the construction of any building, structure, improvement, paving or parking area over or under the surface of Association's easements without the written consent of Association and upon such terms and conditions as shall be imposed by Association, and,

WHEREAS, Grantors have requested permission to change the grade, construct an access road, road culverts and to place oil and rock surfacing on, along and across Association's

day
d to
ame
rein
lat

14A-1
14A-380

easement in the manner and at the location hereinafter set forth,

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

1. In consideration of the mutual undertaking of the parties, Association hereby consents that Grantors may install the following described improvements over, upon and across Association's easement and subject to the terms and conditions hereof:
 - A. A 22 foot wide asphaltic surfaced access roadway on the south 50 feet of Association's easements lying between the West right of way line of existing Mormon Bridge Road and the East right of way line of existing 52nd Avenue, in accordance with plans entitled "Meinershagen Commercial Access Road", dated _____, hereinafter called "plans" and made a part hereof by reference, provided that at no point shall the North edge of the pavement of such access road be closer than 5 feet to the centerline of Association's pipeline.
 - B. To change the grade on Association's easements between Mormon Bridge Road and 52nd Street to the extent shown on plans, provided at no point on Association's easements shall the total depth of clean earthen fill over the top of Association's pipeline exceed 8 feet, and, further provided in no instance except at existing pipeline aerial spans, shall earthen cover over Association's pipeline be reduced to less than 24 inches.
 - C. To place twin 60-inch diameter RCP culverts under the above permitted roadway at Station 8+59 of plans, provided the twin culverts are extended northerly under Association's 6 inch pipeline and provided a minimum of 12 inches clearance be maintained between the bottom of Association's pipeline and the top of the twin culverts.
 - D. To place one 24-inch RCP culvert under the above permitted access roadway at Station 24+03 of the plans, provided the culvert be extended northerly under the Association's 6 inch pipeline and provided a minimum of 12 inch clearance be maintained between the bottom of Association's pipeline and the top of the culvert.
 - E. To oil and rock surface the area of Association's easement from the north edge of the 22 foot access roadway to the north line of Association's easement between Mormon Bridge Road and 52nd Avenue, provided that such area may be used only for parking of passenger vehicles and pickup trucks.

2. In the event in the exercising of its rights granted under such Right of Way Agreements it shall be necessary to remove the asphaltic surface authorized under this instrument, the restoration or replacement thereof shall be at the expense of Grantors but Association shall restore and compact all underlying dirt fill.

3. Grantors agree to indemnify and save Association harmless from any and all claims, actions, suits or demands of whatever kind and nature and all expense including attorney's fees and court costs arising out of and in connection with the exercise of the permission hereby granted to Grantors by Association including the loss of use thereof arising out of Association's exercise of the rights granted under its easements.

4. Grantors shall pay for all attorney's fees and expenses incurred by Association in preparation of this instrument.

5. Association hereby reserves all rights heretofore granted to it by easements of Grantors' predecessors entitled in the agreement dated October 1, 1963.

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

Ralph Meinerstagen
Anna Meinerstagen
GRANTORS



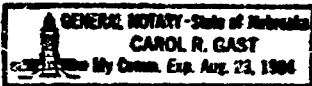
By Robert S. Han
THE NATIONAL COOPERATIVE REFINERY ASSOCIATION
ASSOCIATION

WJL

ie,

STATE OF NEBRASKA)
 : ss.
 DOUGLAS COUNTY)

Now on this 29 day of October, 1981, 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 same as their voluntary act and deed.



Carol R. Gast
Notary Public in and for Douglas County, Nebraska

STATE OF KANSAS)
 : ss.
 McPHERSON COUNTY)

Now on this 13th day of October, 1981, before me the undersigned, a notary public in and for McPherson County, Kansas, personally appeared F. J. PIERCE and ROBERT G. HELL, to me personally known who being by me duly sworn, did state that they are _____

VICE PRESIDENT and ASST. SECRETARY

of the National Cooperative Refinery Association, a corporation; that the foregoing instrument was signed and sealed on behalf of the National Cooperative Refinery Association by authority of its Board of Directors and they acknowledge the execution of such instrument as their voluntary act and deed and that the seal attached hereto is the seal of such Association.



Maxine Cook
Notary Public in and For McPherson County, Kansas

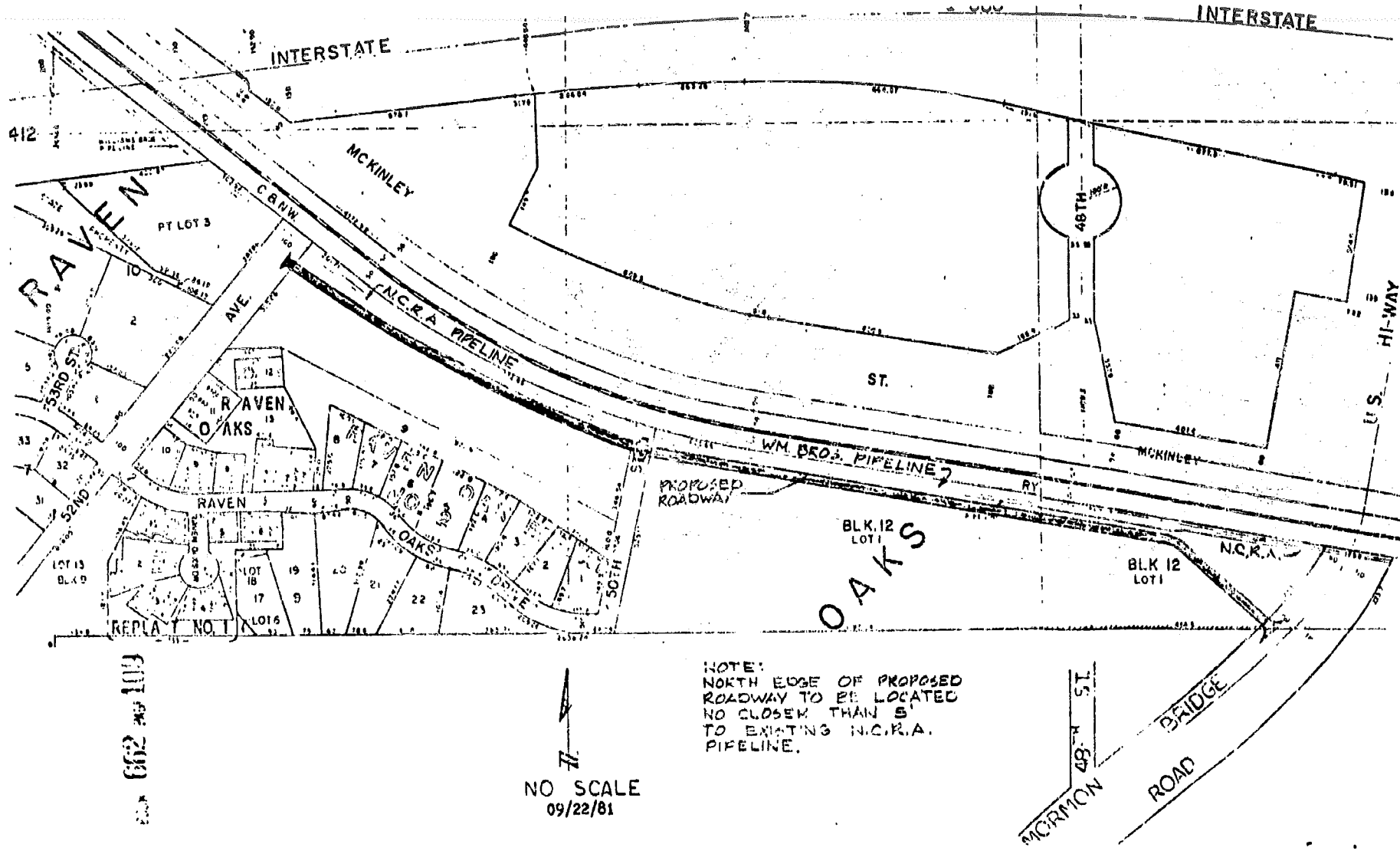
NO SCALE
09/22/81

PIPELINE.

MORMON 48
ROAD

12/1/81

POOR INSTRUMENT FILED



NOTE:
 NORTH EDGE OF PROPOSED
 ROADWAY TO BE LOCATED
 NO CLOSER THAN 5'
 TO EXISTING N.C.R.A.
 PIPELINE.

NO SCALE
 09/22/81

81-91-08
 81-91-61
 81-91-95
 81-91-61
 81-91-61
 81-91-61
 81-91-61

662
 501
 1000

RECEIVED
 SEP 27 - 3 AM 8 48
 CHARLES ESTLER
 REGISTERED CLERK
 DEWELLS COUNTY, NEBR.

Charles Estler