

THIS AGREEMENT made this 29 day of October, 1975,
between Dial Construction Co., Inc., a Nebraska Corporation,

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 17th day of February, 1941, Wm. Klinker and Anna Klinker,
his wife, 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 153, Page 470 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 on the 24th day of June 1941, Wm. Klinker and Anna Klinker, his
wife, 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 167 of Miscellaneous, Page 113, 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 present holder and owner of the following described lands, to-wit:

Southwest quarter (SW $\frac{1}{4}$) and all that part of southeast quarter of the
northwest quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) lying south of Papillion Ditch, Section 31,
T16N, R12E, Douglas County, Nebraska, now being Winchester Heights Sub-
Division, 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:

Southwest quarter (SW $\frac{1}{4}$) and that portion of the southeast quarter of northwest quarter (SE $\frac{1}{4}$ of NW $\frac{1}{4}$) lying south of Papillion Ditch, Section 31, T16N, R12E, Douglas County, Nebraska, now being Winchester Heights Sub-Division, as surveyed, platted and recorded in Douglas County, Nebraska.

Excepting and retaining a perpetual easement 50 feet in width in part of Lots 9, 10, 59, 60, 128, 152, 153 and 181 through 227 inclusive, all in Winchester Heights, as surveyed, platted and recorded in Douglas County, Nebraska, being more particularly described as follows:

- A. The Easterly 25 feet of said Lot 9.
- B. The Westerly 25 feet of said Lot 10.
- C. An Easement in said Lot 59 being more particularly described as follows:

Beginning at the northwest corner of said Lot 59; thence N81°14'22"E (assumed bearing) along the northerly line of said Lot 59, a distance of 7.88 feet; thence S12°21'52"W, a distance of 27.95 feet to the Westerly line of said Lot 59; thence N00°00'00"E, along said westerly line of Lot 59, a distance of 2.49 feet; thence Northerly along a 155.00 foot radius curve to the left along said westerly line of Lot 59, a curve distance of 23.70 feet to the Point of Beginning (the chord of said curve being N04°22'49"W, a distance of 23.68 feet).

- D. An Easement in said Lot 60 being more particularly described as follows:

Beginning at a point on the southerly line of said Lot 60 being at the northwest corner of Lot 59, Winchester Heights; thence Northwesterly along a 155.00 foot radius curve to the left along said southerly line of Lot 60, a curve distance of 75.08 feet (the chord of said curve being N22°38'13"W (assumed bearing) a distance of 74.35 feet); thence N12°21'52"E, a distance of 212.57 feet; thence N28°11'23"E, a distance of 222.20 feet; thence S00°29'03"W, along the east line of said Lot 60, a distance of 107.54 feet; thence S28°11'23"W, a distance of 120.04 feet; thence S12°21'52"W, a distance of 263.68 feet; thence S81°14'22"W along the southerly line of said Lot 60, a distance of 7.88 feet to the Point of Beginning.

- E. An Easement in said Lot 128 being more particularly described as follows:

Beginning at the southeast corner of said Lot 128; thence N90°00'00"W (assumed bearing) along the south line of said Lot 128, a distance of 5.03 feet; thence N12°12'52"E, a distance of 23.30 feet; thence Southerly along a 105.00 foot radius curve to the right along the northeasterly line of said Lot 128, a curve distance of 2.76 feet (the chord of said curve being S00°45'13"E, a distance of 2.76 feet); thence S00°00'00"W, a distance of 20.00 feet to the Point of Beginning.

- F. An Easement in said Lot 152 being more particularly described as follows:

Beginning at the northeast corner of said Lot 152; thence S00°00'00"W (assumed bearing) along the easterly line of said Lot 152, a distance of 131.82 feet; thence southerly along a 152.68 foot radius to the right along said Easterly line of Lot 152, a curve distance of 0.85 feet (the chord of said curve being S00°09'35"W, a distance of 0.85 feet); thence Westerly along an 878.38 foot radius curve to the left along the southerly line of said Lot 152, a curve distance of 33.39 feet (the chord of said curve being N81°20'39"W, a distance of 33.39 feet); thence N12°21'52"E, a distance of 130.68 feet; thence S90°00'00"E along the north line of said Lot 152, a distance of 5.03 feet to the Point of Beginning.

G. An Easement in said Lot 153 being more particularly described as follows:

Beginning at the northeast corner of said Lot 153; thence S19°10'03"W (assumed bearing) along the easterly line of said Lot 153, a distance of 123.87 feet; thence N70°49'57"W along the southerly line of said Lot 153, a distance of 21.08 feet; thence N12°21'52"E, a distance of 118.10 feet; thence Easterly along an 828.38 foot radius curve to the right, a curve distance of 35.69 feet to the Point of Beginning (the chord of said curve being S81°,29'28"E, a distance of 35.68 feet).

H. An Easement in said Lot 181 being more particularly described as follows:

Beginning at the northeasterly corner of said Lot 181; thence S19°10'03"W (assumed bearing) along the easterly line of said Lot 181, a distance of 120.00 feet; thence Westerly along a 155.00 foot radius curve to the left along the southerly line of said Lot 181, a curve distance of 6.73 feet (the chord of said curve being N81°21'28"W, a distance of 6.73 feet); thence N12°21'52"E, a distance of 122.09 feet; thence S70°49'57"E, a distance of 21.08 feet to the Point of Beginning.

- I. The Westerly 30 feet of said Lot 182.
- J. The Westerly 30 feet of said Lot 183.
- K. The Westerly 30 feet of said Lot 184.
- L. The Westerly 30 feet of said Lot 185.
- M. The Westerly 30 feet of said Lot 186.
- N. The Westerly 30 feet of said Lot 187.
- O. The Westerly 30 feet of said Lot 188.
- P. The Westerly 30 feet of said Lot 189.
- Q. The Westerly 30 feet of said Lot 190.
- R. The Westerly 30 feet of said Lot 191.
- S. The Westerly 30 feet of said Lot 192.
- T. The Westerly 30 feet of said Lot 193.
- U. The Westerly 30 feet of said Lot 194.
- V. The Westerly 20 feet of said Lot 195.
- W. The Westerly 20 feet of said Lot 196.
- X. The Westerly 20 feet of said Lot 197.
- Y. The Westerly 20 feet of said Lot 198.
- Z. The Westerly 20 feet of said Lot 199.
- AA. The Westerly 20 feet of said Lot 200.
- AB. The Westerly 20 feet of said Lot 201.
- AC. The Westerly 20 feet of said Lot 202.
- AD. The Westerly 20 feet of said Lot 203.
- AE. The Easterly 30 feet of said Lot 204.
- AF. The Easterly 30 feet of said Lot 205.
- AG. The Easterly 30 feet of said Lot 206.
- AH. The Easterly 30 feet of said Lot 207.
- AI. The Easterly 30 feet of said Lot 208.
- AJ. The Easterly 30 feet of said Lot 209.
- AK. The Easterly 30 feet of said Lot 210.
- AL. The Easterly 30 feet of said Lot 211.
- AM. The Easterly 30 feet of said Lot 212.
- AN. The Easterly 30 feet of said Lot 213.
- AO. The Easterly 20 feet of said Lot 214.
- AP. The Easterly 20 feet of said Lot 215.
- AQ. The Easterly 20 feet of said Lot 216.
- AR. The Easterly 20 feet of said Lot 217.
- AS. The Easterly 20 feet of said Lot 218.
- AT. The Easterly 20 feet of said Lot 219.
- AU. The Easterly 20 feet of said Lot 220.
- AV. The Easterly 20 feet of said Lot 221.
- AW. The Easterly 20 feet of said Lot 222.
- AX. The Easterly 20 feet of said Lot 223.
- AY. The Easterly 20 feet of said Lot 224.
- AZ. The Easterly 20 feet of said Lot 225.
- BA. The Easterly 20 feet of said Lot 226.
- BB. The Easterly 20 feet of said Lot 227.

(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, 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 cross 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 Right of Way Agreements dated February 17, 1941, and June 24, 1941, and referred to above, shall remain in full force and effect except as amended hereby.

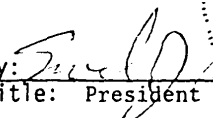
IN WITNESS WHEREOF, the parties hereto fix their signatures the day and date first above mentioned.

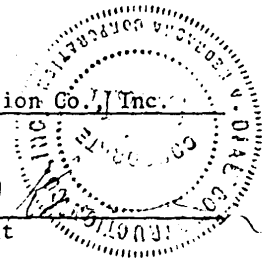
ATTEST:

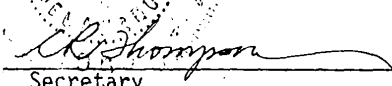


 Donald F. Day, Secretary

Dial Construction Co., Inc.

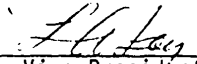
By: 
 Title: President





 Secretary

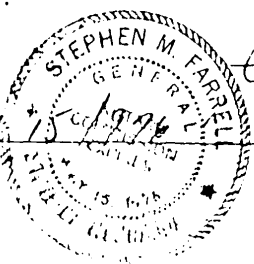
MOBIL PIPE LINE COMPANY

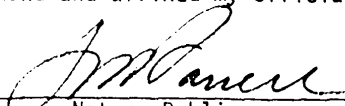
By: 
 Vice President

STATE OF Nebraska
 COUNTY OF DeWitt

BE IT REMEMBERED, that on this 26th day of October, 1973, before me, a Notary Public, personally appeared Walter S. Kellnes, Jr. of Dial Construction Co., 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.





 Notary Public

My Commission Expires: May 15, 1976

STATE OF TEXAS }
COUNTY OF DALLAS }

On this 12th day of November, 1973, before me, a Notary Public in and for said county and state, personally came the above named L. G. Fay, 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.



Alexis Y. Hickey
Notary Public in and for Dallas
County, Texas

My commission expires
June 1, 1975

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

My Commission Expires: _____

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DUNGLAS COUNTY, NEBRASKA

16 DAY OF NOV, 1973 AT 10:30 AM M. C. HAROLD OSTLER, REGISTER OF DEEDS 18.25