

AGREEMENT

This agreement, made this 14 day of January, 1962 between Eugene V. Jacobson and Madeline Jacobson, husband and wife, hereinafter referred to as "Owners" (whether one or more), and the MAGNOLIA PIPE LINE COMPANY, a corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Magnolia". WITNESSETH:

WHEREAS, on the 28th day of February, 1941, Martha G. Cryer, a Widow, and Elizabeth Cryer Kent, a Widow, executed in favor of Socony-Vacuum Oil Company, Inc., Magnolia's predecessor, a right of way agreement for pipe lines and other purposes across certain lands situated in Douglas County, Nebraska, said right of way agreement being recorded in Book 153 of Misc., Page 457 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 land originally included in said right of way agreement is now held in severalty and in separate tracts by various parties and whereas the present holder and owner of the following described land, to-wit: All of the SE/4 of Section 30, T15N, R12E of the 6th P. M., in Douglas County, Nebraska, except: A small tract of land in Southwest Corner of said SE/4 more particularly described as follows: Beginning At the SW corner of SE/4, thence East 753.7', thence North 761', thence West 752.5', thence South 761' to point of beginning, has requested Magnolia to release the rights, privileges and easements granted to it by the above mentioned right of way agreement, insofar as it covers all of the said above described property, except for a strip of land hereinafter described, upon which pipe lines of 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) Magnolia hereby releases all its right title and interest held by it under the above described right of way agreement dated February 28, 1941, recorded in said Book 153, of Misc., Page 457, insofar as it covers the following described land, to-wit:

All of the Southeast Quarter of Section 30, Township 15 North, Range 12 East of the 6th P. M., in Douglas County, Nebraska, except: A small tract in the Southwest corner of said Southeast Quarter, more particularly described as follows:

Beginning at the Southwest corner of Southeast quarter, thence East 753.7 feet; thence North 761 feet; thence West 752.5 feet; thence South 761 feet to the point of beginning.

Excepting and retaining therefrom:

A perpetual easement for a strip of land 35 feet in width as hereinafter stipulated the centerline of which is described as follows:

Beginning at a point 761 feet North (assumed bearing) and 214.07 feet Easterly of the Southwest corner of the Southeast quarter of Section 30, Township 15 North, Range 12 East of the 6th P. M., Douglas County, Nebraska; thence North $7^{\circ} 03.5'$ West a distance of approximately 1748.5 feet to a point on the West line of said Southeast quarter of Section 30, said point being 150.54 feet South of the center of said Section 30, Township 15 North, Range 12 East, Douglas County, Nebraska.

(2) Owners hereby grant and convey unto Magnolia Pipe Line Company, its successors and assigns, the rights of way, easements and privileges to lay, repair, maintain, operate and remove pipe lines 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 pipe line corrosion, over, across and through the above described strip or corridor, 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 Magnolia 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, Magnolia Pipe Line Company, its successors and

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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 pipe lines shall not be added to or removed without Magnolia's written consent.

(4) Notwithstanding any of the foregoing provisions, Owners, their heirs and assigns, may permit the construction, operation, repair and maintenance of utility lines, streets, roadways, or railroad tracts 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 Magnolia, or cause Magnolia to be reimbursed, for all the reasonable and necessary costs for labor and materials incurred by Magnolia in casing, lowering, or otherwise protecting said line for said crossings. Save and except that:

(1) The East 15' of said right of way strip may be paved with concrete or asphalt and may be used for utility lines; this portion being the West portion of 125th Avenue in Bel Air Village as now platted.

(5) Said right of way agreement dated February 28, 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.

Consideration Less Than \$100,
No Revenue Stamp Required

Eugene V. Jacobson
Madelaine Jacobson
OWNERS

MAGNOLIA PIPE LINE COMPANY

By A. W. Ford
Vice President



[Signature]
Secretary
(STATE OF NEBRASKA)
) SS
COUNTY OF DOUGLAS)

BE IT REMEMBERED, That on this 6th day of JANUARY, 1962, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named EUGENE V. JACOBSON AND MADELINE JACOBSON HUSBAND AND WIFE

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MAGNOLIA PIPE LINE COMPANY

TO

EDDIE V. JACOBSON & MADEIRA
JACOBSON

RETURN TO:
F. J. CHRISTOPHER
P. O. BOX 900
DALLAS, TEXAS

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Madeira

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THOMAS J. O'CONNOR
REGISTER OF DEEDS
DALLAS COUNTY, TEXAS

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