

A G R E E M E N T

This agreement, made this 30th day of December, 1966, between W. H. F. PENKE, a widower, 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 Texas, hereinafter referred to as "Mobil,"

W I T N E S S E T H:

WHEREAS, on the 3d day of March, 1941, Emma C. Neuhaus, etal, executed in favor of Socony-Vacuum Oil Company, Inc., Mobil'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 154 of Misc., Page 43, 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 Owners named above are now the present owners of the surface of the land described in said right of way agreement and have requested Mobil to release the rights, privileges and easements granted to it by the above mentioned right of way agreement, except for a strip of land Fifty Feet (50') in width and hereafter described upon which pipe lines or other equipment are now located or are to be 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 agreement insofar as they affect any of the land described in said right of way agreement, except for the following described strip of land, with reference to which strip of land Mobil retains all of its rights, privileges and easements, to wit:

Centerline description of a tract of land 50 feet in width, in, through, and across the East Half of the Southwest Quarter (E/2 SW/4) of Section 6, Township 15 North, Range 12 East, Douglas County, Nebraska, said centerline being more particularly described as follows:

Commencing at the Southwest Corner of said section, Thence North 89° 53' 21" East along the South line of said section, said South line also being the centerline of existing Highway 64, a distance of 2,134.9 feet, more or less, to the true point of beginning;

Thence, North 05° 24' 39" West a distance of 203.0 feet, more or less, to a point;

Thence, North 03° 15' 39" West a distance of 2,436.4 feet, more or less, to a stake in the North fence line of said E/2 of SW/4 of said section, said point being also located Easterly along the North fence line of the SW/4 of the said section, a distance of 1,968.1 feet, more or less, from the Northwest Corner of said SW/4, said description being in all a distance of 2,639.4 feet or 159.96 rods, more or less.

(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 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, 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 pipe lines 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, 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 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.

(5) Said right of way agreement dated March 3, 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 \$500.
No Revenue Stamp Required

W. H. F. Pender
OWNERS

MOBIL PIPE LINE COMPANY
By R. G. Cameron
Attorney-in-Fact

ATTEST:

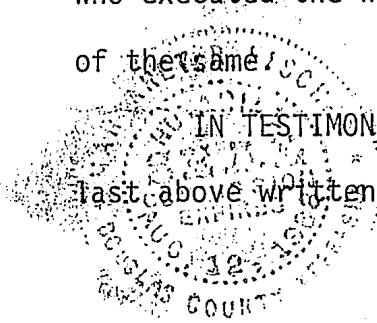
SECRETARY

[Handwritten initials and marks]

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

BE IT REMEMBERED, That on this 30th day of November, 1966, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named W. H. F. Penke, a widower, to me known to be the person named in, and who executed the within instrument; and to me they each acknowledged the execution of the same.

IN TESTIMONY WHEREBY, I have hereunto set my hand and seal the day and year last above written.



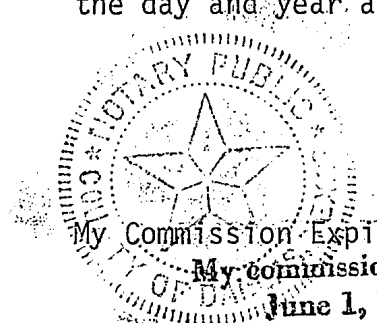
W. H. F. Penke
Notary Public

My Commission Expires Aug 12, 1968

THE STATE OF TEXAS)
COUNTY OF DALLAS) SS

BE IT REMEMBERED, that on this 20th day of January, 1966, before me, a Notary Public in and for Dallas County, Texas, personally appeared D. R. Canuteson who is to me personally known to be the Attorney-in-Fact of MOBIL PIPE LINE COMPANY, Grantor in the foregoing instrument, and who executed the same in his name as such Grantor, and who is to me personally known to be the same person who executed the foregoing instrument as the Attorney-in-Fact of said MOBIL PIPE LINE COMPANY, and he duly acknowledged the execution of the same for himself and for said MOBIL PIPE LINE COMPANY.

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



My Commission Expires:
My commission expires
June 1, 1967

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

W. H. F. Penke

RECEIVED

EASEMENT AGREEMENT

1967 JAN 23 PM 4 04

W. H. F. PENKE
THOMAS J. O'CONNOR
REGISTER OF DEEDS
and
DOUGLAS COUNTY, NEBR.

MOBIL PIPE LINE COMPANY

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W. H. F. Penke

6-15-12

RETURN TO:
MOBIL PIPE LINE CO.
RIGHT-OF-WAY & CLAIMS DEPT.
P. O. BOX 900
DALLAS, TEXAS 75221