

A G R E E M E N T

THIS AGREEMENT made this 27th day of November, 1963, between Cecil A. Johnson, Nominee

hereinafter referred to as "Owner" 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 12th day of February, 1941, Dorothy M. Mach and John Mach executed in favor of Socony-Vacuum Oil Company, Incorporated, Magnolia's predecessor, a Right of Way Agreement for pipe lines or other purposes across certain lands situated in Douglas County, Nebraska, said Right of Way Agreement being recorded in Book 153 of Miscellaneous, Page 478 of the Register of Deeds' Office, Douglas County, Nebraska, reference to which is made for all purposes as if the same were copied herein; and

WHEREAS, the Owner named above is now the present owner of the land described in said Right of Way Agreement and has requested Magnolia to release the rights, privileges and easements granted to it by the above-mentioned Right of Way Agreement, except for a strip of land 40 foot in width and hereafter described, upon which pipe lines or other 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 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 Magnolia retains all of its rights, privileges and easements, to-wit:

A perpetual easement for a strip of land 40 feet in width across the Northeast Quarter of Section 19, Township 15 North, Range 12 East, Douglas County, Nebraska. Said centerline also being the centerline of a 6" pipe line owned by Magnolia and being more particularly described as follows:

Beginning at a point in the South line of the NE $\frac{1}{4}$ of said Section 19, said point being located East along said South line a distance of 190 feet from the SW Corner of the NE $\frac{1}{4}$ of said Section 19,

Thence North 2° 29' East along the centerline of a 40-foot wide right of way a distance of 25 feet to a point,

Thence West, said right of way being located 25 feet on the South side of said centerline and 15 feet on the North side of said centerline, a distance of 146 feet to a point,

Thence North, said right of way being located 25 feet on the East side of said centerline and 15 feet on the West side of said centerline, a distance of 1,829 feet to a point,

Thence North 20° 38' East, said right of way being located 25 feet on the East side of said centerline and 15 feet on West side of said centerline, a distance of 732 feet,

Thence North 2° 29' East, said right of way being located 25 feet on the East side of said centerline and 15 feet on West side of said centerline, a distance of 110 feet to a point in the North line of the NE¼ of said Section 19, said point being located East along said North line a distance of 303 feet from the NW Corner of the NE¼ of said Section 19.

Said centerline being in all a total distance of 172.2 rods, or 2,842 feet, more or less.

2. Owners hereby grant and convey unto Magnolia, 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 Magnolia, its successors and assigns, for so long as used for the purposes aforesaid,

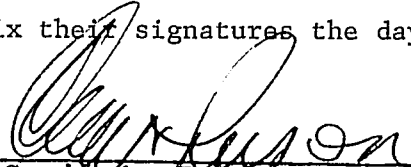
3. It is expressly understood that except for existing easement rights now owned by other parties, Magnolia, its successors and assigns, shall have an exclusive easement across and over said right of way strip except as provided in Paragraph No. 4 following. It is agreed that Owners, their successors 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

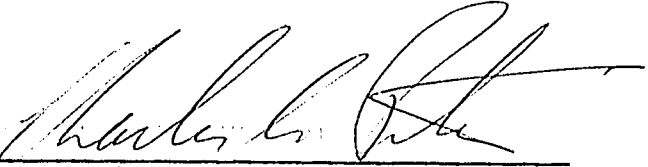
Magnolia to be reimbursed, for all the reasonable and necessary costs for labor and materials incurred by Magnolia in casing, lowering, or otherwise protecting said line for said crossings.



5. Said right of way agreement dated February 12, 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.

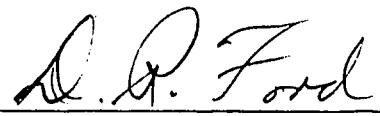


Cecil A. Johnson, Nominee

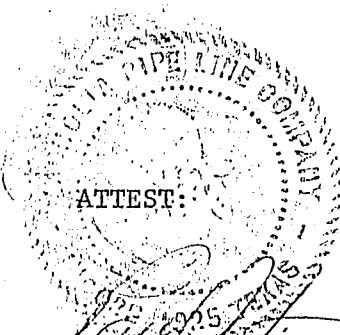
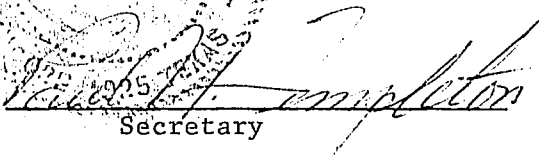
SCHOOL DISTRICT OF OMAHA IN THE
COUNTY OF DOUGLAS IN THE STATE
OF NEBRASKA

By 
President, Board of Education


ATTEST: 
Secretary

MAGNOLIA PIPE LINE COMPANY

By 
Vice President 

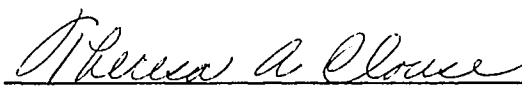

ATTEST: 
Secretary

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

BE IT REMEMBERED, That on this 6th day of September, 1963, before me, the subscribed, a Notary Public in and for said County and State, personally came the within named Cecil A. Johnson, Nominee

to me known to be the person(s) 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.

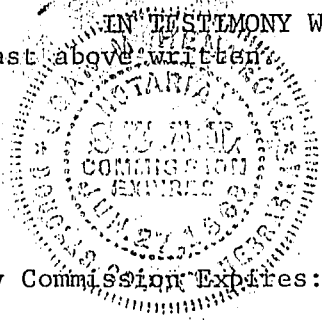
My Commission expires: April 28, 1968 
Notary Public

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS

BE IT REMEMBERED, That on this 27th day of November, 1963, before me, the subscribed, a Notary Public in and for said County and State, personally came the within named CHARLES A. PETERS, President, and CHARLES W. BEATTIE, Secretary, of the Board of Education of the School District of Omaha,

to me known to be the person(s) 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.



Joan M. Henneche
Notary Public

My Commission Expires: June 27, 1968

STATE OF TEXAS)
COUNTY OF DALLAS) SS

BE IT REMEMBERED, That on this 9th day of December, 1963, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared D. R. FORD, Vice President of Magnolia Pipe Line Company, a Texas corporation, who is personally known to me, and to be the Vice 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 and deed of said corporation.

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



Doris Hickety
Notary Public DORIS HICKETY, Notary Public
In and for Dallas County, Texas

My Commission Expires: August 1, 1965

Consideration Less Than \$100.
No Revenue Stamp Required

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EASEMENT
Cecil A. Johnson
TO:

Magnolia Pipe Line
REGISTER OF DEEDS
THOMAS J. O'CONNOR
DALLAS COUNTY, TEXAS
RECEIVED
1963 DEC 18 PM 3 31
406
419
meac

19-15-12
82

RECEIVED TO:
MAGNOLIA PIPE LINE CO.
EQUITY & CLAIMS DEPT.
P. O. BOX 900
DALLAS, TEXAS 75221