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A G R E E M E N T

THIS AGREEMENT, made this 18th day of January, 1963,
between Raymond Strader and Nellie^B Strader,
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,"

W I T N E S S E T H:

WHEREAS, on the 4th day of February, 1941, Raymond Strader, single,
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 Agree-
ment being recorded in Book 156 of Miscellaneous, Page 540, 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 present owners of the surface of the land described
in said Right of Way Agreement have 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 50 foot 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 obliga-
tions 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:

Centerline description of a tract of land 50 feet in width
through the Southeast Quarter (SE $\frac{1}{4}$) of Section 18, Township 16
North, Range 12 East, Douglas County, Nebraska; said centerline
herein described also being the centerline of an existing
Magnolia Pipe Line Company 6-inch pipe line; said centerline
being more particularly described as follows:

Beginning at a point in the North line of the SE $\frac{1}{4}$ of said
Section 18, said point being East along said North line a
distance of 61 feet from the Northwest Corner of the SE $\frac{1}{4}$ of
Section 18; thence South, parallel to and a perpendicular
distance of 61 feet East of the West line of the SE $\frac{1}{4}$ of Section
18 a distance of 2,640 feet to a point in the South line of

the SE $\frac{1}{4}$ of Section 18. Said centerline herein described being a total length of 2,640 feet, or 160 rods, 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 number four (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 (other than already operating) 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 of the reasonable and necessary costs for labor and materials incurred by Magnolia in casing, lowering, or otherwise protecting said lines for said crossings.

(5) Said Right of Way Agreement dated February 4, 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

Raymond Strader

Nellie B. Strader

"OWNERS"

MAGNOLIA PIPE LINE COMPANY

By D.R. Ford
Vice President

REM



STATE OF Nebraska)
COUNTY OF Douglas)

SS.

BE IT REMEMBERED, That on this 18th day of January, 1963, before me, the subscriber, a Notary Public in and for said County and State,

personally came the within named Raymond Strader and Nellie^B Strader, husband and wife 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.

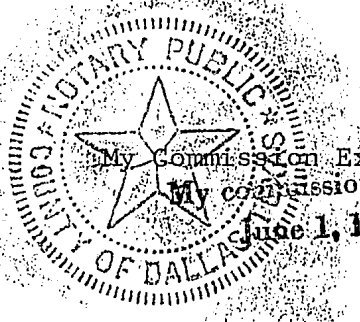
Penelope H. Anderson
Notary Public

My Commission Expires: 5-13-68

STATE OF TEXAS)
COUNTY OF DALLAS) SS.

BE IT REMEMBERED, That on this 28th day of January, 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 Hickey
Notary Public
DORIS HICKEY, Notary Public
In and for Dallas County, Texas

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TSP #4169

PARTIAL RELEASE

MAGNOLIA PIPE LINE COMPANY

TO

RAYMOND & NELLIE SPADER

RETURN TO: MAGNOLIA PIPE LINE CO.
c/o Freddie J. Christopher
P. O. Box 900
Dallas 21, Texas

mae
RECEIVED

1963 FEB 6 AM 9 36

THOMAS J. O'CONNOR
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

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693

Freddie J. Christopher
Register of Deeds

Magnolia Pipe Line Co.
P.O. Box - 900
18-16-12
650

Dallas Texas