

803-164  
AGREEMENT

T5F-418

THIS AGREEMENT, made this 12<sup>th</sup> day of July, 1983, between NEBRASKA FURNITURE MART, INC., a corporation organized and existing under the laws of the State of Nebraska, 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 25th. day of January, 1941, Wm. Kroeger, a widower, 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 154, Page 34, 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 Agreements is now held in severalty and in separate tracts by various parties, and whereas the present holder and owner of the following described lands, to-wit:

Southwest quarter of Southeast quarter (SW $\frac{1}{4}$  of SE $\frac{1}{4}$ ) Section 18, Township 15N, Range 12E, Douglas County, Nebraska.

has requested Mobil to release the rights, privileges, and easement 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 50-foot strip of land hereinafter described upon which pipelines or other appurtenant property and 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 it covers the following described lands, to wit:

The Southwest quarter of Southeast quarter (SW $\frac{1}{4}$  of SE $\frac{1}{4}$ ) Section 18, Township 15N, Range 12E Douglas County, Nebraska. Excepting therefrom a perpetual easement for a 50-foot (50') wide strip of land. Said tract of land lying perpendicular distance of 25 feet left and 25 feet right of the following described line.

Commencing at the South quarter corner of Section 18, T15N, R12E;  
Douglas County, Nebraska,

Thence S 89° 31' 54" E a distance of 305.52 feet, more or less,  
to the true point of beginning,

Thence N 0° 59' 43" W a distance of 104.23 feet to a point,

Thence N 3° 05' 53" W a distance of 12.90 feet to a point,

Thence N 88° 37' 51" W a distance of 224.44 feet to a point,

Thence N 0° 52' 04" E a distance of 1154.50 feet to a point,

Thence N 45° 52' 04" E a distance of 49.90 feet to a point,

Thence N 8° 30' 37" W a distance of 10.00 feet to the true point of  
ending, with the true point of ending being 120.00 feet more or less,  
East of the Northwest corner of the Southwest quarter of the South-  
east quarter of Section 18.

Said description being total distance of 1555.97 feet or 94.3 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 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 provision, 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 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 January 25, 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

NEBRASKA FURNITURE MART, INC., a Nebraska Corporation

Mon B. Smith  
Secretary

By Louie Blumkin  
OWNERS Louie Blumkin, President

ATTEST

MOBIL PIPE LINE COMPANY

J. J. John  
Assistant Secretary

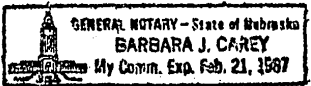
J. L. Lennard  
Vice President

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS )

BE IT REMEMBERED, that on this 17<sup>th</sup> day of June, A.D. 1983, before me, the undersigned, a Notary Public in and for the county and State Aforesaid, personally appeared LOUIE BLUMKIN, President of NEBRASKA FURNITURE MART, INC.

a corporation, personally known to me to be the            President of said corporation and the same person who executed the foregoing written instrument, and he duly acknowledged to me the execution of the same for and on behalf of and as the act and deed of said corporation.

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



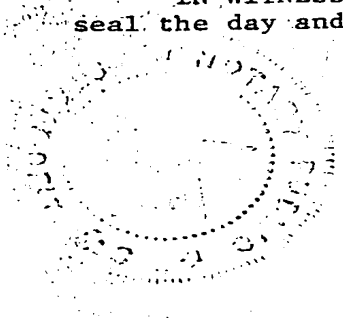
Barbara J. Carey  
Notary Public.

My commission expires:

STATE OF TEXAS )  
 )  
COUNTY OF DALLAS )

BE IT REMEMBERED, that on this 12 day of July, 1982, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared D.L. DENARD of Mobil Pipe Line Company, a Delaware 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.



*Hazel Ruth Vick*  
Notary Public in and for the  
County of Dallas, State of Texas.

HAZEL RUTH VICK, Notary Public  
for the State of Texas

My commission expires:

My commission expires  
April 30, 1985

*3 miss*

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REGISTRAR  
REGISTERED INSTRUMENTS  
COUNTY OF DALLAS, TEXAS

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