

THIS AGREEMENT, made this 21st day of July, 1981,

between ABNER RUBIN and SUZY RUBIN, Husband and Wife, and BEN RUBIN (a/k/a BEN RUBIN, JR.) and DEBRA I. RUBIN, Husband and Wife, tenants in common

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,"

WITNESSETH:

WHEREAS, on the 3rd day of June, 1941, Katharine C. Allison, a widow, 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 156, Page 171 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, on the 3rd day of June, 1941, Katharine C. Allison, a widow, executed in favor of Socony-Vacuum Oil Company, Incorporated, for a Gate Valve Permit across certain lands situated in Douglas County, Nebraska, said permit being recorded in Book 161, Page 204 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, on the 9th day of January, 1953, Seymour Katz and Lillian Katz, his wife, executed in favor of Socony-Vacuum Oil Company, Incorporated, a Ratification of Right of Way Agreement across certain lands situated in Douglas County, Nebraska, said Ratification being recorded in Book 275, Page 421 of the Register of Deeds of Douglas County, Nebraska, reference to which is made for all purposes as if the same were copied herein; and

WHEREAS, the rights granted under said right of way deeds are now owned by MOBIL PIPE LINE COMPANY (formerly known under the name of Magnolia Pipe Line Company) and

WHEREAS, the Owner named above has requested Mobil to release the rights, privileges and easements granted to it by the above-mentioned right of way agreements, except for two tracts of land hereinafter described upon which pipelines and/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, title, and interest held by it under the above described right of way agreements insofar as it covers the West half of East half (W/2 of E/2) of Section 30, Township 16 North, Range 12 East, Douglas County, Nebraska, EXCEPTING THEREFROM A perpetual easement for two tracts of land of which are described as follows:

TRACT #1: Centerline description of pipeline easement 35 feet in width of which 25 feet is West of Centerline and 10 feet is East of Centerline, said Centerline more

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particularly described as follows:

Beginning at the North Quarter corner of Section 30, Township 16 North, Range 12 East, Douglas County, Nebraska; thence East a distance of 65.6 feet, more or less, to the true point of beginning; thence South  $0^{\circ}07'$  West a distance of 2652.8 feet to a point; thence South  $0^{\circ}09'18''$  East a distance of 1700.2 feet to a point; thence South  $7^{\circ}49'18''$  East a distance of 578 feet to a point; thence South  $0^{\circ}05'18''$  East a distance of 162 feet to a point; thence East 4.2 feet to a point; thence South  $1^{\circ}22'50''$  West a distance of 205.8 feet to the true point of ending, with the true point of ending being on the south line and 144.01 feet East of the South Quarter corner of said Section 30.

This description is in accordance with a legal survey and platted on Drawing #F-236-WI.

This drawing is included herewith marked Exhibit "A" as part of this instrument.

TRAC #2: Centerline description of pipeline 40 feet in width of which 20 feet is South of Centerline and 20 feet is North of Centerline, said Centerline more particularly described as follows:

Beginning at the Southeast corner of Section 30, Township 16 North, Range 12E, Douglas County, Nebraska; thence West a distance of 1382.03 feet to the true point of beginning; thence North  $70^{\circ}39'$  West a distance of 350 feet to a point; thence North  $80^{\circ}33'$  West a distance of 393 feet to a point; thence North  $84^{\circ}15'$  West a distance of 380.8 feet to the true point of ending, with the true point of ending being 218.6 feet North and 157.9 feet East of the South Quarter corner of said Section 30.

This description is in accordance with a legal survey and platted on Drawing #F-237-WI.

This drawing is included herewith marked Exhibit "B" as part of this instrument.

(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 strips, 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 strips 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 strips, 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 provisions, Owners, their heirs and assigns

may permit the construction, operation, repair and maintenance of utility lines, streets, roadways, or railroad tracks across (as distinguished from running lengthwise along) said right of way strips, 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 three right of way agreements dated June 3, 1941, June 3, 1941 and January 9, 1953 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.

Abner Rubin

Ben Rubin, Jr.

Shirley Rubin  
OWNERS

Debra S. Rubin  
OWNERS

ATTEST:

J. J. J. J. J.  
Assistant Secretary

MOBIL PIPE LINE COMPANY

By J. J. J. J. J.  
Vice President

W. J. J. J. J.

STATE OF Nebraska  
COUNTY OF Carroll ) SS

BE IT REMEMBERED, that on this 30<sup>th</sup> day of July, 1981, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named ABNER RUBIN and SUZY RUBIN, husband and wife 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.



Edith D. Henderson  
NOTARY PUBLIC

My Commission Expires:  
December 7, 1983

STATE OF TEXAS )  
COUNTY OF DALLAS ) SS

BE IT REMEMBERED, that on this 12 day of August, 1981, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared D.L. Denson, who is to me personally known to be the Vice President of MOBIL PIPE LINE COMPANY, who executed the foregoing instrument as Vice President of MOBIL PIPE LINE COMPANY, and duly acknowledged the execution of the same for and on behalf 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 COUNTY OF DALLAS,  
STATE OF TEXAS

My Commission Expires:  
My commission expires  
April 30, 1985

HAZEL RUTH VICK, Notary Public  
for the State of Texas

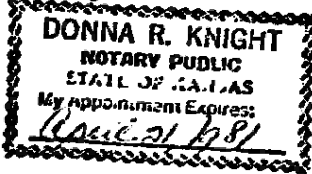
STATE OF KANSAS )  
COUNTY OF Wyandotte ) SS

BE IT REMEMBERED, that on this 27<sup>th</sup> day of July, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally came the within named BEN RUBIN and DEBRA I. RUBIN, husband and wife, 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.

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

Donna R. Knight  
NOTARY PUBLIC

My Commission Expires:  
April 21, 1985

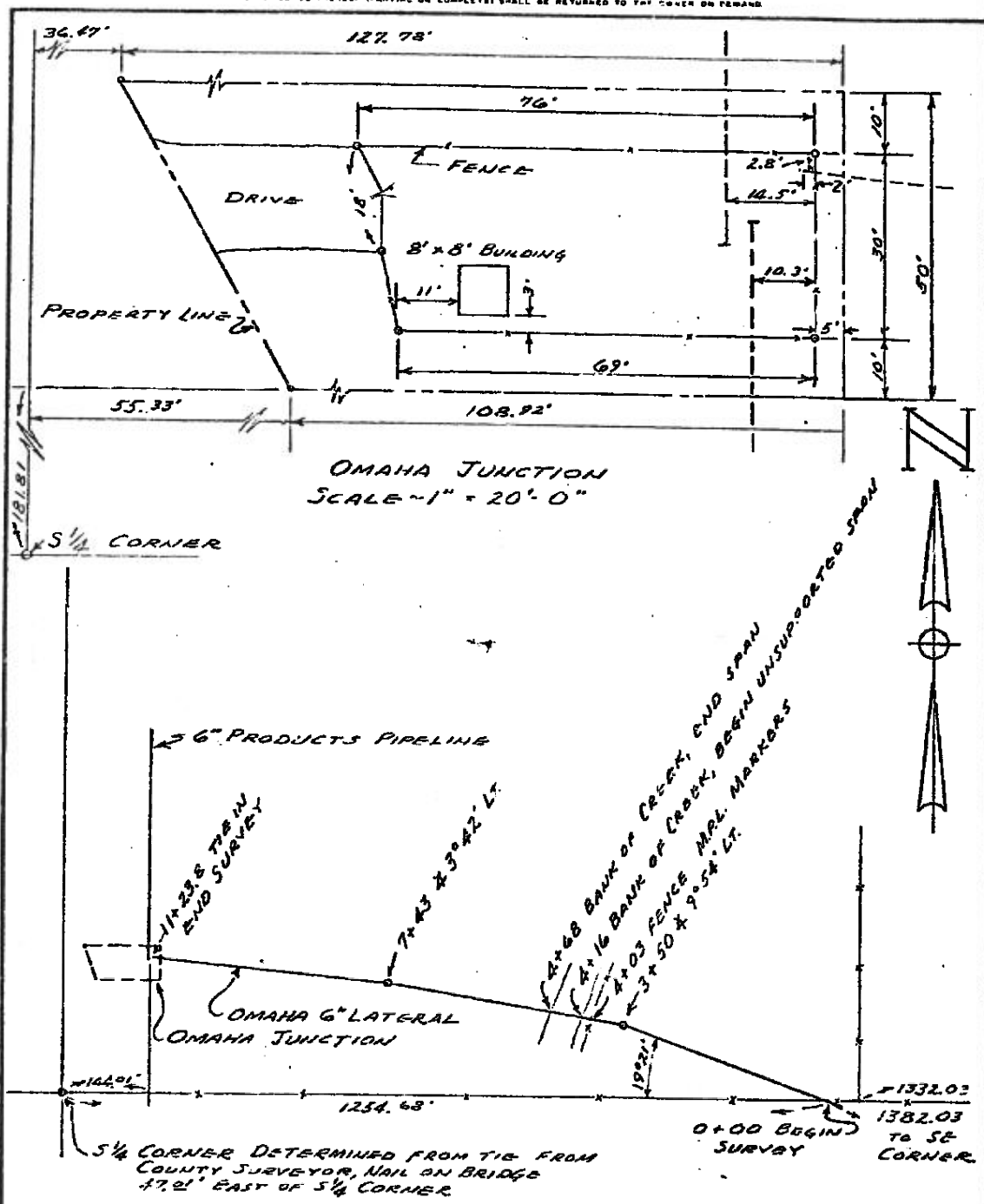




DOUGLAS County, State of NEBRASKA

					ENGINEER: <i>JK</i>	<i>7/3/21</i>	<b>Mobil Pipe Line Company</b> ENGINEERING DEPT. <span style="float: right;">DALLAS, TEXAS</span>		
					DRAFTSMAN: <i>F.H.</i>	<i>4/7/81</i>	CENTERLINE DESCRIPTION 6" P.P.L. E 1/2 SEC. 30-TWP. 16 N-RGE. 12 E. DOUGLAS CO., NEBRASKA		
					ENG. CHECKS: <i>SGH</i>	<i>2/29/3</i>			
					DR. CHECKS: <i>ES</i>	<i>7/10/</i>			
					APPROVED	DATE			
					<i>JGH</i>	<i>4/20/81</i>			
NO.	REVISION	DATE	CH.	APPR.	SCALE 1" = 600'		DRAWING NO. F - 236 - W		REV 0

THIS DRAWING AND ALL INFORMATION THEREON IS THE PROPERTY OF MOBIL PIPE LINE COMPANY AND SHALL NOT BE COPIED OR USED EXCEPT FOR THE PURPOSE FOR WHICH IT IS EXPRESSLY FURNISHED THE DRAWING AND ANY COMES THEREOF (PARTIAL OR COMPLETE) SHALL BE RETURNED TO THE OWNER ON DEMAND



SCALE ~ 1" = 200'

EXHIBIT "B"

N. B. No. 138 pp. 10

DOUGLAS County, State of NEBRASKA

					ENGINEER: JLS 7/3/51	Mobil Pipe Line Company	
					DRAFTSMAN: JGH 4/20/51	ENGINEERING DEPT. DALLAS, TEXAS	
					ENG. CHECK: JGH 4/20/51	CENTERLINE DESCRIPTION	
					DR. CHECK: JGH 4/20/51	6" LATERAL	
					APPROVED DATE	SE 1/4 SEC. 30 - TWP. 16 N - R. 6 E	
					JGH 4/20/51	DOUGLAS CO. NEBRASKA	
NO.	REVISION	DATE	CH.	APPR.	SCALE AS SHOWN	DRAWING NO.	REV
						F-237-Wi	0

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C. HAROLD JEFFER  
REGISTERED SURVEYOR  
DOUGLAS COUNTY, NEBR.

Book 660  
Page 227  
of 2

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Index  
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