

AGREEMENT

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THIS AGREEMENT, made this 15th day of February, 1980, between HEDGEWOOD, INC., a Nebraska corporation, 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 5th day of February, 1941, James P. Johnson and Minnie L. Johnson, his wife, executed in favor of Socony-Vacuum Oil Company, Incorporated, Mobil's predecessor, a right-of-way agreement for the pipelines and other purposes across certain lands situated in Douglas County, Nebraska, said right-of-way agreement for the pipelines and other purposes across certain lands situated in Douglas County, Nebraska, said right-of-way agreement being recorded in Book 153 of Miscellaneous, Page 397 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 rights granted under said right-of-way deed 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 agreement, except for a tract 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, privileges and easements held by it under the above-mentioned right-of-way agreement insofar as they affect any of the land in the North Half of the Southeast Quarter, Section 26, Township 16 North, Range 12 East, of the Sixth P.M., Douglas County, Nebraska, 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:

A tract located in the North Half of the Southeast Quarter of Section 26, Township 16 North, Range 12 East, Douglas County, Nebraska, more particularly described as follows:

Beginning at a point on the South line of said N $\frac{1}{2}$ , that is 33.0 feet, N 89°59'32"E (an assumed bearing) along the South line of said N $\frac{1}{2}$  from the SW corner of said N $\frac{1}{2}$ ; thence N00°01'49"W. 33' East of and parallel to the West line of said N $\frac{1}{2}$ , for 35.0 feet; thence N89°59'32"E along a line 35.0 feet North of and parallel to the South line of said N $\frac{1}{2}$ , for 193.43 feet; thence N89°27'34"E for 2303.16 feet to the West R.O.W. Line of 72nd Street; thence S18°53'41"E along the West R.O.W. line of 72nd Street for 59.84 feet to the South line of said N $\frac{1}{2}$ ; thence S89°59'32"W for 2515.78 feet along the South line of said N $\frac{1}{2}$  to the point of beginning.

(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 tract, 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 and 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 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) Mobil Pipe Line Company certifies that the name of such corporation was duly changed from Magnolia Pipe Line Company to Mobil Pipe Line Company by the filing of a certificate of amendment in the office of the Secretary of State, State of Texas on November 1, 1966.

IN WITNESS WHEREOF, the parties hereto fix their signatures the day and date first above mentioned.

*Hedgewood Dye*  
*Wayne Anderzhon Pres.*  
Wayne Anderzhon, President

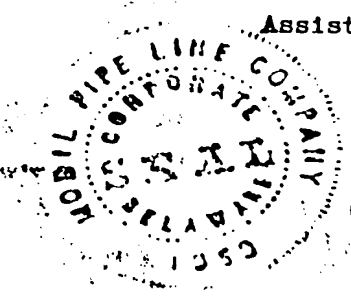
*Floyd Gourley Vice Pres.*  
"OWNERS"  
Floyd Gourley, Vice President

ATTEST:

*J. J. Harris*  
SECRETARY J. J. Harris  
Assistant Secretary

MOBIL PIPE LINE COMPANY  
*L. A. Foy*  
VICE-PRESIDENT, L. A. Foy

*W.A.*  
*W.A.*  
*B*



STATE OF NEBRASKA X

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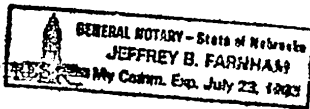
COUNTY OF DOUGLAS X

BE IT REMEMBERED, that on this 15th day of February, 1980, before me, the subscriber, a Notary Public in and for said County and State, personally came the within named Wayne Anderzhon, President of Hedgewood, Inc. and Floyd Gourley, Vice President of Hedgewood, Inc.

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 & seal the day and year last above written.

MY COMMISSION EXPIRES



Jeffrey B. Farnham  
NOTARY PUBLIC

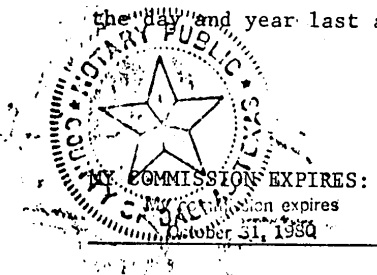
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STATE OF TEXAS X

COUNTY OF DALLAS X

BE IT REMEMBERED, that on this 24th day of MARCH, 1980, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared L. A. Foy, 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.



Doris Hickey  
NOTARY PUBLIC  
DORIS HICKEY, Notary Public  
In and for Dallas County, Texas

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