

Affects Lots 11 + 12  
Lots 32 - 61

BOOK 639 PAGE 415

TSF-424

A G R E E M E N T

This agreement, made this 20 day of August, 1980 between  
Commodore Properties, Inc.

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 3rd day of March, 1941, Henry J. Neuhaus, Jr., and Opal O. Neuhaus, His wife, 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 153 of Misc., Page 477, 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 is now owned by MOBIL PIPE LINE COMPANY (formerly known under the name of Magnolia Pipe Line Company) and

WHEREAS, the land originally included in said right-of-way agreement is now held in severalty and in separate tracts by various parties, and whereas the present owner of the following described lands, to wit:

All of Lot 6, Park View Heights, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska and all of Lot 8, Park View Heights Replat, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, said Park View Heights and Park View Heights Replat being a platting of part of the Northwest Quarter (NW 1/4) of Section 6, Township 15 North, Range 12 East, 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:

All of Lot 6, Park View Heights, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska and all of Lot 8, Park View Heights Replat, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska, said Park View Heights and Park View Heights Replat being a platting of part of the Northwest Quarter (NW 1/4) of Section 6, Township 15 North, Range 12 East, Douglas County, Nebraska. **BOOK 639 PAGE 416**  
Excepting therefrom, a perpetual easement for a 50 foot wide strip of land, lying 25 feet either side of the centerline of the existing 6" products pipeline, which centerline of right-of-way is more particularly described as follows:

Commencing at the Southeast corner of Lot 8, Park View Heights Replat, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska; thence S 89° 39' 30" W on the South line of said Lot 8, 608.58 feet to the point of beginning; thence N 0° 16' 36" E, 2,086.12 feet to a point on the North line of said Lot 8; together with the West 21.97 feet of Lot 6, Park View Heights, a subdivision as surveyed, platted and recorded in Douglas County, Nebraska.

(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 purpose aforesaid.

(3) It is expressly understood that except for existing easement rights, conveyed 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 construction to be placed upon said right-of-way strip, and that the dirt covering said pipeline shall not be added to or removed without Mobil's written consent.

(4) Notwithstanding any of the foregoing provisions, Owners, their heirs, successors and assigns, may permit the construction, operation, repair and maintenance of utility lines, streets, roadways, or railroad tracks across (as distinguished from crossing 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, its successors and assigns, for all the reasonable and necessary costs for the construction, operation, repair and maintenance of said crossings, and for all the reasonable and necessary costs for the casing, lowering, or otherwise protecting said crossings.

(5) Said right-of-way agreement dated March 3, 1941, and referred to above, shall remain in full force and effect except as amended hereby.

BOOK 633 PAGE 417

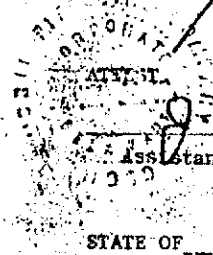
IN WITNESS WHEREOF, the parties hereto fix their signatures the day and date first above written.

ATTEST:  
*[Signature]*  
SECRETARY

*Commodore Properties Inc*  
COMMODORE PROPERTIES, INC.  
*[Signature]*  
TITLE: DANIEL KATZMAN  
"OWNERS"

ATTEST:  
*[Signature]*  
Assistant Secretary J. J. Harris

MOBIL PIPE LINE COMPANY  
*[Signature]*  
VICE-PRESIDENT L. J. Foy

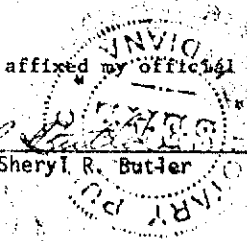


STATE OF INDIANA  
COUNTY OF KOSCIUSKO

BE IT REMEMBERED, that on this 20th day of August, 1980, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Daniel Katzman of Commodore Properties, Inc. who is personally known to me and to be the 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 the 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.  
My Commission Expires:  
January 17, 1984

*[Signature]*  
NOTARY PUBLIC Sheryl R. Butler

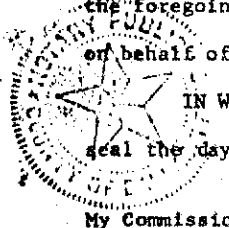


STATE OF TEXAS  
COUNTY OF DALLAS

BE IT REMEMBERED, that on this 15 day of September, 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.  
My commission expires  
April 30, 1981  
My Commission Expires:

*[Signature]*  
NOTARY PUBLIC HAZEL RUTH VICK, Notary Public in and for Dallas County, Texas



12 Misc

RECEIVED  
1980 SEP 25 AM 8:37  
C. HAROLD BUTLER  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

2002 6 39  
2:30 4/15  
M. [unclear]

2002 9 50  
2:30 4/15  
M. [unclear]