

A G R E E M E N T

THIS AGREEMENT, made this 20th day of July, 1972, between BOISE CASCADE BUILDING COMPANY, a Delaware Corporation, hereinafter referred to as OWNER (whether one or more), and 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:

That Whereas, MOBIL PIPE LINE COMPANY by virtue of an agreement dated December 30, 1966, recorded in the Office of the Register of Deeds of Douglas County, Nebraska, in Book 446, Page 83, is the owner and holder of a right of way and easement for pipelines and other purposes through certain lands, and being located in the East Half of Southwest Quarter (E½ SW¼) Section 6, Township 15 North, Range 12 East, now being a portion of Parkview Heights as surveyed, platted and recorded in Douglas County, Nebraska, and by reference to said easement and the record thereof, said easement is incorporated herein for all purposes as if the same were copied herein in its entirety; and

WHEREAS, the Owner referred to herein is the present owner of a tract of land described as being Lot 10 of Parkview Heights as surveyed, platted and recorded in Douglas County, Nebraska; and

WHEREAS, OWNER has requested MOBIL to amend its right of way easement and relocate its pipeline through said tract of land to a tract of land hereinafter described upon which pipelines and/or other equipment 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 does hereby remise, release, and forever quitclaim unto OWNER that 50-foot wide strip of land as described in Agreement dated December 30, 1966 referred to above, insofar and only insofar as it applies to said strip of land located in Lot 10 of Parkview Heights as surveyed, platted and recorded in Douglas County, Nebraska.

2. OWNER hereby grants and conveys unto MOBIL, 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, on, over, or through those certain lands situated in Douglas County, Nebraska, described as follows:

recorded

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Note the Bearing underlined in Red are not the same.

See

Lot 10 of Parkway Heights, as surveyed, plotted and recorded in Douglas County, Nebraska. A perpetual easement for a strip of land varying in width as hereinafter stipulated, the centerline of which is described as follows:

COMMENCING at the Southeast Corner of the SW $\frac{1}{4}$ of Section 6, Township 15 North, Range 12 East, Douglas County, Nebraska,

THENCE South 89° 53' 21" West along the South line of said quarter section a distance of 435.55 feet, more or less,

THENCE North 05° 24' 39" West a distance of 171.72 feet, more or less, to the true point of beginning,

THENCE, beginning with a perpetual easement of Twenty-nine feet in width of which 9 feet is North of centerline and 20 feet is South of centerline, on a bearing South 83° 18' 57" West a distance of 194.33 feet, more or less to a point;

THENCE, increasing the width of the perpetual easement to Fifty feet, of which 25 feet is East of centerline and 25 feet is West of Centerline, on a bearing North 12° 12' 20" West and running a distance of 1003.65 feet, more or less to a point;

THENCE, on a bearing of North 01° 42' 14" East a distance of 479.47 feet, more or less, to a point,

THENCE, on a bearing North 51° 47' 45" East running a distance of 374.13 feet more or less to a point, said point being 2012.6 feet East and 780.9 feet South of the Northwest Corner of SW $\frac{1}{4}$ of Section 6,

with ingress and egress to and from the same.

3. It is expressly understood and agreed that except for existing easement rights now owned by others, if any, MOBIL, its successors and assigns, shall have an exclusive easement across and over the right of way strip described above and said easement strip shall remain free and clear of buildings or other obstructions; however, OWNER shall have the right to cross over or under said easement with utilities and to construct asphalt streets over and across MOBIL'S fifty-foot easement, and OWNERS covenant and agree that upon notice to them by MOBIL that the latter desires access to its pipeline right of way for the purpose of maintenance or removal of the pipeline existing at the present time, or any portion thereof, OWNERS will allow MOBIL to remove that portion of asphalt paving over its pipeline and the expense of replacing the asphalt paving shall be borne entirely by the OWNERS.

4. MOBIL agrees that it will remove its pipeline now located on said property and will reconstruct its pipeline on the easement granted herein. Such line to be buried to a depth mutually acceptable to both parties, and the total cost of such removal and construction is to be borne by OWNER, his heirs and assigns. Payment for the cost of said work shall be made by certified check payable to MOBIL in the amount of prepared cost estimates of said work, and, after all work has been completed, OWNER will be invoiced for the actual cost of the work, and, if the estimated cost and the amount of the certified check exceeds the actual cost, then MOBIL will refund the difference to OWNER.

This Agreement shall be binding on the h, representatives, successors and assigns of the respective parties hereto.

Right of Way Agreement dated December 30, 1966, referred to above, shall remain in full force and effect except as amended hereby.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands this day and year first written.

BOISE CASCADE BUILDING COMPANY
Owner

ATTEST:

By [Signature]
Title: Vice President

[Signature]
Vice President

MOBIL PIPE LINE COMPANY

ATTEST:

By E.J. Wacker Jr. JCP
Vice President WKS

[Signature]
Secretary

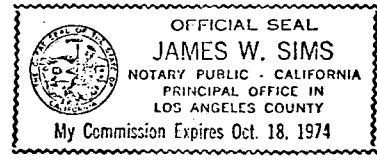
STATE OF California)
COUNTY OF Los Angeles) SS

BE IT REMEMBERED, that on this 20th day of July, 1972, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Richard J. Martin of BOISE CASCADE BUILDING COMPANY, a corporation, personally known to me to be the Vice 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.

[Signature]
Notary Public

My Commission expires: Oct 18, 1974



THE STATE OF TEXAS)
COUNTY OF DALLAS) SS

On this 30th day of August, 1972, before me, a Notary Public in and for said County, personally came the above-named E.J. Wacker Jr., Vice President, and C.R. Thompson, Secretary of MOBIL PIPE LINE COMPANY, who are personally known to me to be the identical persons whose names are affixed to the above instrument as Vice President and Secretary of said corporation and acknowledged the instrument to be their voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal and date last aforesaid.

[Signature]
Notary Public for County of Dallas,
State of Texas DORIS HICKEY, Notary Public
In and for Dallas County, Texas

My Commission expires:
My commission expires
June 1, 1973