

MUTUAL EASEMENT AGREEMENT

IT IS AGREED between DRESHER CORPORATION, a corporation, herein called "Dresher," and CHAMPLIN PETROLEUM COMPANY, a corporation, herein called "Champlin," as follows:

1. Dresher is the owner of Lot 1, Block 4, West Lawn Park, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska, and the West Half (1/2) of vacated 62nd Street adjoining said lot on the East.

2. Champlin is the owner of Lot 5, Block 3, West Lawn Park, an Addition to the City of Omaha, as surveyed, platted and recorded, Douglas County, Nebraska, and the East Half (1/2) of vacated 62nd Street adjoining said lot on the West.

3. The parties desire to create a common driveway over the hereinafter described portion of vacated 62nd Street.

4. Dresher hereby grants to Champlin in perpetuity an easement for ingress and egress only over the following tract: commencing at the Northeast corner of Lot 1, Block 4, West Lawn Park, thence southeasterly to a point on the center line of vacated 62nd Street 40 feet south of the north line of said Lot 1, Block 4, extended east, thence north along the center line of vacated 62nd Street to the north line of said Lot 1, Block 4, extended east, thence west to the point of beginning.

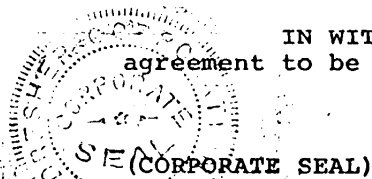
5. Champlin hereby grants to Dresher in perpetuity an easement for ingress and egress only over the following described tract: commencing at the Northwest corner of Lot 5, Block 3, West Lawn Park, thence southwesterly to a point on the center line of vacated 62nd Street, 40 feet south of the north line of said Lot 5, Block 3, extended west, thence north along the center line of vacated 62nd Street to the north line of said Lot 5, Block 3, extended west, thence east to the point of beginning.

6. The tract covered by the above easement shall be kept open at all times. There shall be no parking thereon and no signs shall be placed thereon.

7. Champlin shall pay the initial cost of any change in grade of the tract covered by the easement and in the initial hard surfacing of said tract. With respect to the subsequent maintenance, repair and replacement Dresher shall bear the cost with respect to the West Half (1/2) and Champlin shall bear the cost with respect to the East Half (1/2).

8. This agreement is a covenant running with the land and shall be binding upon and enure to the benefit of each party, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this 10th day of September, 1971.



DRESHER CORPORATION

By [Signature]
An authorized signature.



CHAMPLIN PETROLEUM COMPANY

By [Signature]
Vice President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

Before me, a notary public qualified in said county, personally came F. H. DRESHER, PRESIDENT of Dresher Corporation, a corporation, known to me to be the SAME and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

WITNESS my hand and notarial seal on 23 JUNE, 1971.

[Signature]
Notary Public

My commission expires: 27 JULY 1972

STATE OF TEXAS)
) SS.
COUNTY OF TARRANT)

Before me, a notary public qualified in said county, personally came W. E. Biggerstaff, Vice President of Champlin Petroleum Company, a corporation, known to me to be the Vice President and identical person who signed the foregoing instrument, and acknowledged the execution thereof to be his voluntary act and deed as such officer and the voluntary act and deed of said corporation and that its corporate seal was thereto affixed by its authority.

WITNESS my hand and notarial seal on July 6, 1971.

Jane A. Larkin
Notary Public

JANE A. LARKIN
NOTARY PUBLIC IN AND FOR
TARRANT COUNTY, TEXAS

My commission expires: MY COMMISSION EXPIRES JUNE 1, 1973

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ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA

6 DAY OF October 1971 AT 10:43A M. C. HAROLD OSTLER, REGISTER OF DEEDS 6-50