

*Fred O. Schaffroth*  
Register of Deeds.

EASEMENT AGREEMENT

THIS AGREEMENT by and between HUMBLE OIL & REFINING COMPANY, a corporation having an office in Denver, Colorado, hereinafter called "Humble Oil," and DEBUS BAKING COMPANY, a corporation having an office in Hastings, Nebraska, hereinafter called "Debus Baking;"

WHEREIN IT IS MUTUALLY AGREED as follows:

1. At the effective date hereof, that certain Agreement dated October 4, 1951, and recorded October 5, 1951, in Book 26 at Page 421, Records of Adams County, Nebraska, which granted unto Debus Baking an easement for water and gas pipes through certain property therein described shall terminate and be of no further force and effect, except as to the property hereinafter described.
2. Humble Oil hereby grants unto Debus Baking, and Debus Baking hereby accepts and reserves a perpetual easement for the continued existence, operation, maintenance, repair and replacement of a certain eight-inch (8") water pipeline, which pipeline is now in operation in, upon and through real property to be acquired by it, situate in the County of Adams, State of Nebraska, as said pipeline now exists, together with five (5) feet on either side of said water pipeline; the location of said pipeline being approximately described as follows, to-wit:

Beginning at a point 233 feet East and 33 feet South of the Northwest corner of Section 17, Township 7 North, Range 9, West of the 6th P.M., and Easterly along the South right-of-way line of South Street, a distance of ~~165 feet~~, 165 feet, more or less, to the said pipe, and thence approximately due South a distance of 48.75 feet, more or less, to the point at which said pipe enters the Northerly right-of-way line of U. S. Highway 6.

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3. Humble Oil hereby grants unto Debus Baking, and Debus Baking hereby accepts and reserves a perpetual easement for the continued existence, operation, maintenance, repair and replacement of a gas line across said property as it now exists, if any, together with five (5) feet on either side of said gas line.

4. The right of Debus Baking to enter upon the premises of Humble Oil for the purposes of the easement above granted shall be exercised in such a way that no unreasonable or unnecessary interference with the business of Humble Oil or of its dealers or lessees shall be occasioned thereby, and Debus Baking shall, in the case of each such entry, cause the lands and improvements thereon to be restored to the same condition as before the entry was made as nearly as may be.

5. The property to be subject to the easement granted by this instrument is being purchased by Humble Oil from Howard J. Dunn, the record owner thereof. This agreement shall have no force or effect until delivery of the deed from the said record owner to Humble Oil; and upon such delivery, this Agreement shall become effective.

WITNESS the execution hereof this 8th day of April, 1963.

HUMBLE OIL & REFINING COMPANY

By [Signature]  
Attorney in Fact  
"Humble Oil"

O. K. as to transaction [Signature]  
O. K. as to Form [Signature]

Attest:

DEBUS BAKING COMPANY

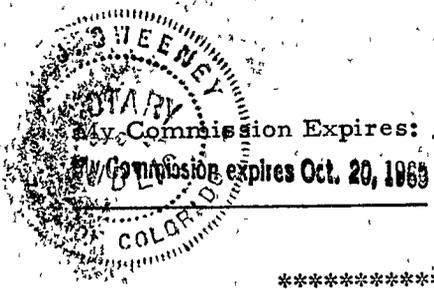
By [Signature]  
President

STATE OF Colorado )  
COUNTY OF Denver )

ss:

On this 26<sup>th</sup> day of April, 1963, before me, a Notary Public in and for the said County, personally came the above named L.T. Phlips, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument as Attorney in Fact for HUMBLE OIL & REFINING COMPANY, and he acknowledged said instrument to be his voluntary act and deed as Attorney in Fact for said corporation.

WITNESS my hand and notarial seal the date last aforesaid.



W. J. Sweeney  
Notary Public

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STATE OF NEBRASKA )  
COUNTY OF Adams )

ss:

On this 8 day of April, 1963, before me, a Notary Public in and for said County, personally came the above named FRANK CRAVEN, as President of DEBUS BAKING COMPANY, who is personally known to me to be the identical person whose name is affixed to the foregoing instrument as President of said corporation, and acknowledged said instrument to be his voluntary act and deed and the voluntary act and deed of said corporation.

WITNESS my hand and notarial seal the date last aforesaid.

Loretta M. Taylor  
Notary Public

My Commission Expires:

Oct. 18, 1968



