

4-14-12

A G R E E M E N T

In consideration of one dollar and other good and valuable consideration, receipt whereof is hereby acknowledged by the parties hereto, IT IS AGREED by and between TIMMONS CONTRACTING CORPORATION, a Nebraska corporation ("Grantor") and WESTERN PRINTING COMPANY, a Nebraska corporation ("Grantee"), as follows:

Grantor hereby grants and conveys unto Grantee a perpetual easement for railroad trackage purposes over and upon the following described real estate:

The North fourteen feet (14') of the South twenty-two and one-half feet (22-1/2') of a tract of land located in the Northwest Quarter (NW1/4) of Section Four (4), in Township Fourteen (14) North, Range Twelve (12) East of the Sixth (6th) Principal Meridian, in Douglas County, Nebraska, said tract of land being more particularly described as follows:

Commencing at the Southwest Corner of the Northwest Quarter (NW1/4) of said Section 4, which point is the intersection of the Centerlines of "L" Street and 108th Street; thence North 0°31'00" West, along the West Line of said Northwest Quarter (NW1/4) (Centerline of 108th Street), 589.93 feet to the Centerline of "J" Street; thence due East, along the Centerline of "J" Street, 701.33 feet to a point on the extended common boundary line between a tract of land conveyed to the State of Nebraska by Deed, recorded April 24, 1964, in Book 1217 at Page 47 of Deed Records, and a tract of land conveyed to D. H. Overmyer Warehouse Co. by Warranty Deed, recorded August 18, 1966, in Book 1296 at Page 533 of Deed Records; thence North 0°29'00" West, along said common boundary line, 356.48 feet to the Northwest Corner of the said Overmyer tract; thence North 89°50'27" East, along the Northerly boundary of the said Overmyer tract, 418.43 feet to the POINT OF BEGINNING; thence North 0°30'44" West for a distance of 328.17 feet to a point on the Southerly Right-of-Way Line of "I" Street; thence South 89°53'00" West, along said Southerly Right-of-Way Line, 150.00 feet to a point; thence South 0°30'43" East for a distance of 328.28 feet to a point on the North boundary of said Overmyer tract; thence North 89°50'27" East, along the North boundary of said Overmyer tract, 150.00 feet to the point of beginning. (In this description, the Centerline of "J" Street is assumed to bear due East and West.)

Grantee and its agents and contracters shall have the right to enter the premises subject to said easement for the purpose of constructing, maintaining and repairing the railroad trackage thereon.

Provided, however, that if Grantee does not construct or cause to be constructed railroad trackage on the premises subject to said easement within two years from the date hereof, the easement herein granted and all of Grantee's right hereunder shall terminate, and Grantee shall, upon demand by Grantor,

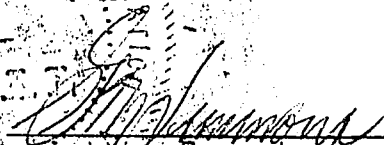
execute and deliver to Grantor a sufficient and recordable instrument fully releasing the same.

Provided, further, that if in the future the Grantor, its grantees, successors or assigns, makes any connection to or use of the railroad trackage to be constructed on the above-described property, the one making such connection or such use shall reimburse the Grantee, its grantees, successors or assigns, for all actual expenses of constructing the railroad trackage across the said property.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective grantees, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement this 9<sup>th</sup> day of NOVEMBER, 1970.

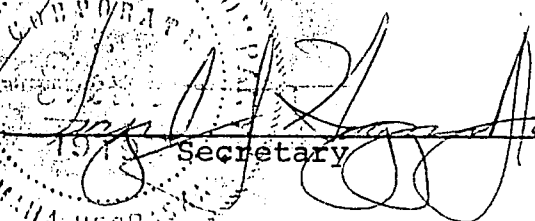
Attest:

  
Secretary

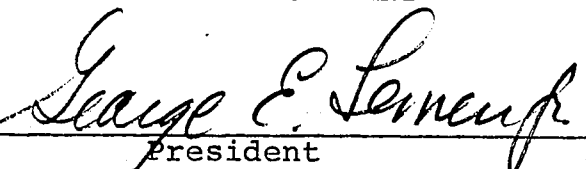
TIMMONS CONTRACTING CORPORATION

By   
President

Attest:

  
Secretary

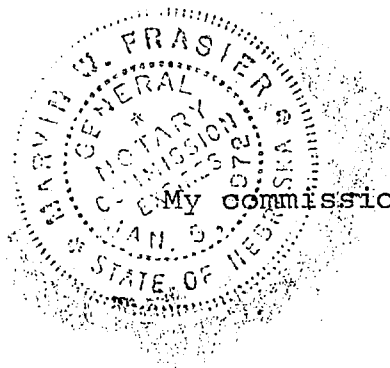
WESTERN PRINTING COMPANY

By   
President

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 9<sup>th</sup> day of NOVEMBER, 1970, before me, a Notary Public in and for said County, personally came D. D. TIMMONS, President of Timmons Contracting Corporation, known to me to be the identical person whose signature is affixed to the foregoing Agreement as such officer; and he acknowledged the execution of said instrument to be the voluntary act and deed of said Timmons Contracting Corporation and his own voluntary and duly authorized act and deed as such officer.

Witness my hand and notarial seal the date last above written.



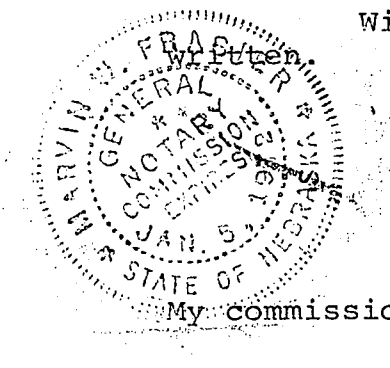
Marvin W. Frasier  
Notary Public

My commission expires Jan 5, 1972.

STATE OF NEBRASKA )  
 ) ss.  
COUNTY OF DOUGLAS )

On this 9<sup>th</sup> day of NOVEMBER, 1970, before me, a Notary Public in and for said County, personally came George E. Lemen, Jr., President of Western Printing Company, known to me to be the identical person whose signature is affixed to the foregoing Agreement as such officer; and he acknowledged the execution of said instrument to be the voluntary act and deed of said Western Printing Company and his own voluntary and duly authorized act and deed as such officer.

Witness my hand and notarial seal the date last above written.



Marvin W. Frasier  
Notary Public

My commission expires January 5, 1972.

RECEIVED

1970 NOV 24 PM 3 09

CHANDLER OSTLEN  
REGISTER OF DEEDS  
DOUGLAS COUNTY, NEBR.

THE STATE OF NEBRASKA }  
Douglas County }

Entered in the official record book for record in the office of the Register of Deeds of said county on the 24th day of November 1970.

Book 494 Page 509

Register of Deeds

Deputy

Marvin W. Frasier  
600 West 10th St  
Lincoln, Neb  
4-14-12

4-14-12

11 pm  
D