

39-446

AGREEMENT

THIS AGREEMENT, made and entered into as of June 19, 1967, 1967, by and between HENRY BIEL and MILDRED BIEL, his wife, hereinafter called "Landowners," and CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, an Illinois corporation, hereinafter called "Railroad";

WITNESSETH:

WHEREAS, Railroad owns and operates a railroad track and right of way through Section 20, Township 14 North, Range 11, East of the 6th P.M., Sarpy County, Nebraska, and

WHEREAS, Landowners own the Northwest Quarter of said Section 20, lying on both sides of the right of way of said Railroad, all as shown on Exhibit A, attached hereto; and

WHEREAS, in order to permit Landowners to obtain access to property owned on both sides of the right of way and track of the Railroad, Railroad Company installed a bridge across South Papillion Creek in the Northwest Quarter of said Section 20 and has authorized the private crossing of the tracks and right of way of Railroad Company, all in the vicinity of Railroad Milepost 34.61; and

WHEREAS, said bridge is in need of repair or replacement, and Landowners are unwilling to assume any share of the cost thereof pursuant to Section 75-413 of the Revised Statutes of Nebraska, but are willing to permit removal of said bridge and of said crossing of the tracks and right of way of Railroad, but only upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. In consideration of the payment by Railroad to Landowners of the sum of \$7,500, receipt of which is hereby acknowledged by Landowners, Landowners agree that Railroad may remove said bridge over South Papillion Creek and a crossing of the tracks and right of way of Railroad at the aforesaid location. On behalf of themselves, their tenants, heirs, successors, grantees or assigns, Landowners further agree to, and do hereby, waive, release, quitclaim and convey unto the Railroad, any right, privilege or easement, statutory or otherwise, to cross the track or tracks or right of way of Railroad at any point

FILED FOR RECORD IN SARPY COUNTY NEB. June 19, 1967 AT 10:00 O'CLOCK AM
AND RECORDED IN BOOK 39 OF Miscellaneous PAGE 276

Alvise Nankovics REGISTER OF DEEDS

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where the aforesaid land owned by Landowners abuts upon the right of way of said Railroad, as well as any right with respect to the continued existence or maintenance of the existing bridge across South Papillion Creek or any replacement or renewal thereof, and do hereby covenant and agree on behalf of themselves, their heirs, successors, or assigns, not to request any such crossing or bridge in the future.

2. Railroad agrees, without expense to Landowners, to remove said bridge and crossing, and to turn over to Landowners the materials salvaged from said bridge.

3. Railroad also grants to Landowners the right, at their own expense, to construct, maintain, use and operate a pedestrian bridge across South Papillion Creek approximately at the same location as said existing bridge and to use a pedestrian crossing of the tracks and right of way of Railroad at such locations; provided said pedestrian bridge shall be installed and maintained in a safe and stable condition and so as not to obstruct the channel of said Creek. It is agreed that the supports for said bridge shall not be placed in the channel and that Railroad shall be given the right to review a plan or sketch for any such pedestrian bridge before its construction. Any such bridge and crossing shall be used solely for pedestrian purposes and no use by vehicles or livestock shall be permitted.

4. This Agreement shall be binding upon the heirs, devisees, successors or assigns of the parties hereto and shall constitute a covenant running with the land of Landowners hereinbefore described.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

William B. Smith (SEAL)

W. B. Smith (SEAL)

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

By W. R. Allen

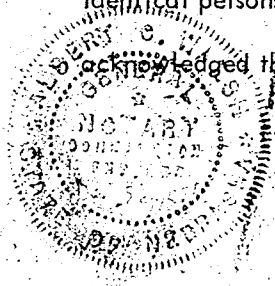
Title Asst. President

Approved as to form
[Signature]
General Attorney

39-448

STATE OF NEBRASKA)
) SS
COUNTY OF Sargis)

On this 10th day of August, 1967, before me
Clarence H. White, a Notary Public in and for said County, personally
appeared HENRY BIEL and MILDRED BIEL, his wife, to me personally known to be the
identical persons described in and whose names are affixed to the foregoing deed, and
acknowledged the said instrument to be their voluntary act and deed.



Clarence H. White
Notary Public

My Commission expires: Dec 31 1968

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 7th day of August, 1967, before me,
J. F. Hess, a Notary Public in and for said County, personally
came the above-named W. R. Allen, who is
Asst. To President of CHICAGO, BURLINGTON & QUINCY
RAILROAD COMPANY, who is personally known to me to be the identical person
whose name is affixed to the above deed as Asst. To President
of said corporation and acknowledged the instrument to be his voluntary act and deed and
the voluntary act and deed of said corporation.

J. F. Hess
Notary Public

My Commission expires: April 1968

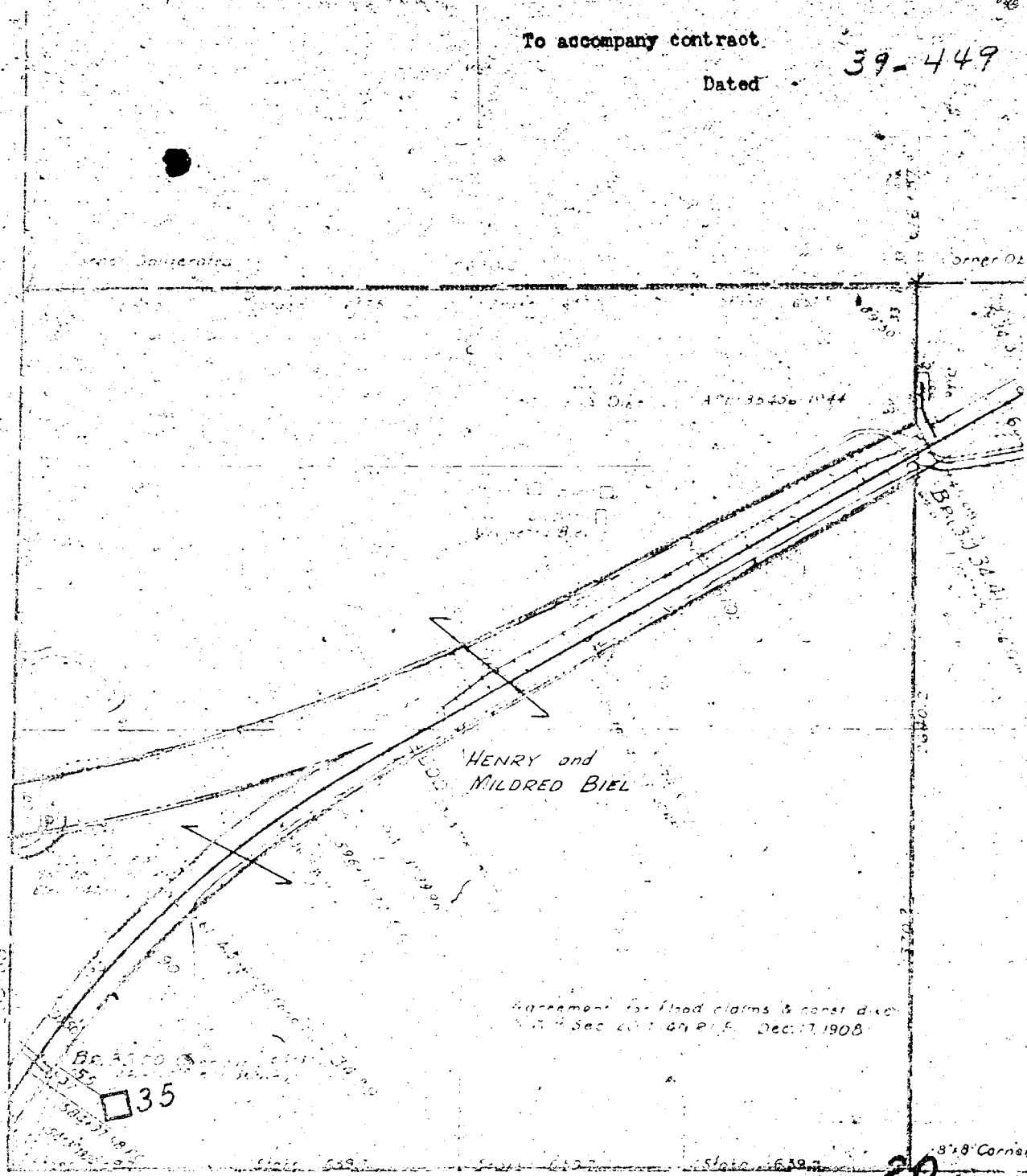
In consideration of One Dollar (\$1.00) in hand paid by aforesaid Railroad,
we consent to the foregoing agreement.

Thomas J. Birol
Mildred Birol
Tenants

To accompany contract.

Dated

39-449



Agreement for flood claims & const. d. c.
Sec 2014 of R.F. Dec. 7, 1908

EXHIBIT "A"

C.B. & Q.R.R. Co.
Lincoln Division

Land in N.W. 1/4, Section 20
Township 14 North, Range 11, East
Sarpy County, Nebraska

Owned by

HENRY BIEL and MILDRED BIEL

CHALCO
Sarpy Co., Nebr.
Scale 1"=400'

Office of Asst. Chief Engineer
Lincoln, Nebr. July 19, 1967.
1142-35

A. J. Strobel
Asst. Chief Engineer

1142-35