

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Chicago, Burlington & Quincy Railroad Company, an Illinois corporation, (hereinafter sometimes referred to as "Burlington") is the owner of certain land or right-of-way situated in Omaha, Douglas County, Nebraska as shown bounded by dashed black lines on Plan No. 30139, attached hereto and made a part hereof, more particularly described as follows:

Part of Lot 7, part of the vacated alley, and part of Lot 8 of Block 438; part of vacated Pine St.; part of Lot 7, part of the vacated alley, and parts of Lots 14 and 15 of Block 443; all of the foregoing being in Grandview Addition to the City of Omaha as surveyed, platted and recorded, and situated in a part of Section 26, Township 15 North, Range 13 East of the 6th Principal Meridian, Douglas County, Nebraska more particularly described as a strip of land 15 ft. wide being 7.5 ft. on each side of a line described as follows, to wit:

To locate the point of beginning, commence at a T-Rail Monument at the intersection of the North line of Hickory St. and the East line of the West $\frac{1}{2}$ of said Section 26; thence North on said East line of the West $\frac{1}{2}$ of said Section 26, a distance of 495.0 ft. to a point on a line drawn parallel with and 15 ft. normally distant southerly of the North line of Lot 7, Block 438 in said Grandview Addition to the City of Omaha; thence North $87^{\circ}-38'-54''$ East on the parallel line above described a distance of 24.5 ft. to the true point of beginning:

Thence South $2^{\circ}-21'-06''$ East on a line parallel with and 24.5 ft. normally distant East of the West line of said Block 438, 175.0 ft. to a point; thence South $3^{\circ}-46'-54''$ West, 115.0 ft. to a point; thence South $14^{\circ}-21'-06''$ East, 174.0 ft. to a point; thence South $4^{\circ}-57'-01''$ East for 35.7 ft., more or less, said center line ending at a point which point is the Southeast corner of Lot 14, Block 443 (and on the said north line of Hickory Street) in said Grandview Addition and which point is (as measured on the South line of said Lot 14), a distance of 50.0 ft. East of said T-Rail used to locate the point of beginning,

said strip of land contains 7493 square feet, more or less; and

WHEREAS, The Quaker Oats Company, a New Jersey corporation (hereinafter sometimes referred to as "Quaker"), desires to use the surface of said premises as a private roadway for the purpose of obtaining or providing ingress to and egress from a certain parcel of land conveyed by said Chicago, Burlington & Quincy Railroad Company to The Quaker Oats Company by deed of even date herewith, which parcel of land abuts on the above-described premises;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, said Chicago, Burlington & Quincy Railroad Company does hereby grant unto The Quaker Oats Company, its agents, employees, servants and persons doing business with said Company, its successors and assigns, the right, in perpetuity, to enter upon the surface of the above-described premises for the purpose of constructing, maintaining and using a private roadway thereon for the purposes aforesaid, and for no other purpose. It is understood that the said Chicago, Burlington & Quincy Railroad Company reserves the right to grant to others the right to use said premises, in common with The Quaker Oats Company, and further reserves the right to construct railroad trackage or structures appurtenant thereto on, over or across said premises, to install or grant to others the right to install wires, cables, pipes or conduits, together with supporting structures, above or below the surface of said premises and to use said premises for any other purpose whatsoever provided that any such uses shall not interfere with the purposes of the easement herein granted, and provided further that the Burlington or others to whom Burlington shall grant such rights shall first give Quaker 30 days' written notice in advance of proceeding with any such construction or installation together with a complete description of any such proposed construction or installation.

To the extent that any construction or installation by the Burlington or others to whom the Burlington has granted such rights results in the need for any reconstruction of such roadway or increases the cost of maintaining such roadway, the cost of such reconstruction and/or increased maintenance shall be borne by the Burlington, or by such other person or persons to whom Burlington has granted such rights.

The Burlington agrees that, during the period of any such construction or installation by it or others to whom it has granted such rights, it shall provide Quaker with an alternative means of ingress to and egress from said parcel of land conveyed by the Burlington to Quaker by deed of even date herewith if such construction or installation will result in the temporary interference with Quaker's use of said roadway.

In the event said Chicago, Burlington & Quincy Railroad Company grants to others the right to use said roadway in common with The Quaker Oats Company, it is understood and agreed that it shall be done only on the condition that the grantee of such rights shall share equally in the cost of the maintenance and repair of such portion of said roadway as said grantee shall be given the right to use with The Quaker Oats Company and any other party or parties granted the right to use the same.

IN WITNESS WHEREOF, the said Chicago, Burlington & Quincy Railroad Company has caused its corporate name to be hereunto subscribed by its Vice President and its corporate seal to be hereto affixed this 6th day of March, 1959.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

Attest:

E. M. Lane
Secretary

BY

F. L. Kartheiser
Vice President

As To Facts	<u>W. H. E. E. E.</u>	Law Dept.
As To Property Interests	<u>J. E. E.</u>	Land Dept.
As To Description	<u>R. W. E.</u>	Engineering Dept.

STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, F. L. Kartheiser, Notary Public in and for said

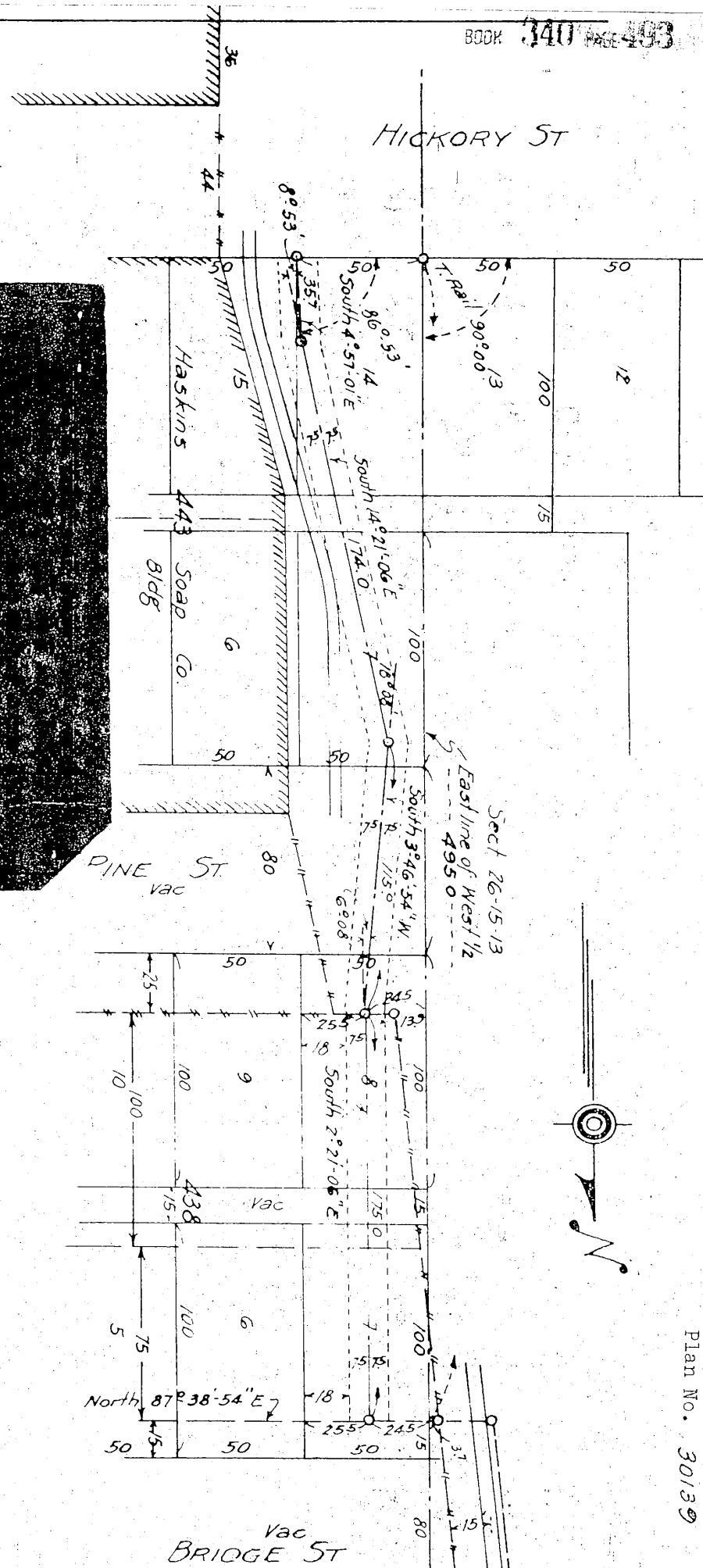
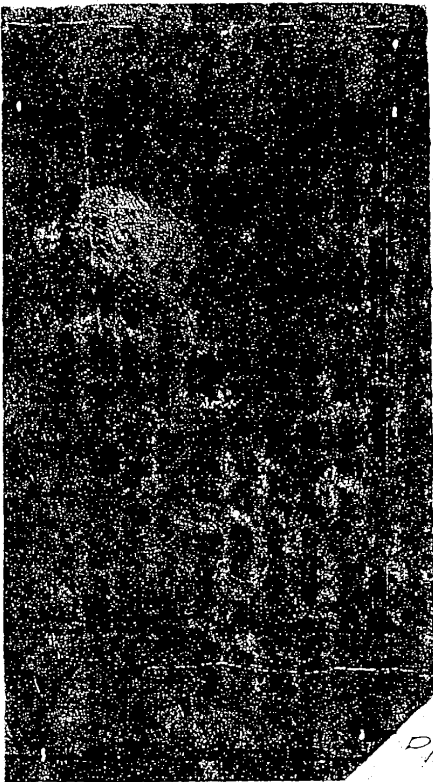
County in the State aforesaid, do hereby certify that F. L. Kartheiser,

personally known to me to be a Vice President of the Chicago, Burlington & Quincy Railroad Company, and A. D. McLane, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Secretary, they signed and delivered the said instrument as Vice President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. Given under my hand and notarial seal this 6th day of March, 1959.


R. W. Smith
Notary Public

My Commission expires:

R. W. SMITH
Notary Public, Cook County, Ill.
My Commission Expires March 31, 1961



15 FT EASEMENT FOR PRIVATE
ROAD THRU BLKS 438-443 GRANDVIEW
Omaha Nebr. febr 1957
Scale 1"=50 ft.
Howard Thomas Engineering Co

Plan No. 30139