

AGREEMENT FOR ACCESS

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, an Illinois corporation, party of the first part, is the owner of that certain land or right of way in the Northwest Quarter (NW $\frac{1}{4}$) of Section Four (4), Township Fourteen (14) North, Range Thirteen (13) East of the Sixth Principal Meridian, in the City of Omaha, County of Douglas, State of Nebraska, which is bounded by solid red lines drawn on the hereto attached (and made a part hereof) C.B.&Q. RR. Co. Plan 92228 dated January 8, 1960, further identified by the signature of Assistant Chief Engineer R. W. Scott; and

WHEREAS, RICHARD HOBERMAN and IRVING HOBERMAN, co-owners, parties of the second part, desire to use the surface of said premises, but in common with others, for the purpose of ingress to and egress from their land that immediately abuts and adjoins the above described premises;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) the receipt of which is hereby acknowledged, the party of the first part has given and granted, and by these presents does give and grant unto the said parties of the second part, their successors and assigns, the right, license and privilege of ingress to and egress from, over, upon and across the hereinabove-described property of the party of the first part, and for such purpose only to use and enjoy the same.

RESERVING, HOWEVER, unto the said party of the first part, its successors and assigns, the right to use said premises and the right to grant to others the right to use said premises, in common with the parties of the second part, including also the right to construct, operate, maintain, repair and remove railroad trackage on, over and across said premises, and the right to install or grant to others the right to install wires, cables, pipes and conduits, together with structures supporting the same above or below the surface of said premises, along with the general right to use said premises for any purpose not inconsistent with the use thereof by the party of the second part, for the purposes herein defined;

In the event said party of the first part grants to others the right to use said premises for roadway purposes, or other purposes not inconsistent with the use thereof by the parties of the second part, and such others right or rights, ^{granted} by the party of the first part should cease and determiné by limitation or otherwise, then and in that event the parties of the second part shall maintain, repair, and keep such premises, at its own expense and at no expense to the party of the first part, in such condition as will permit it of the uses and purposes hereunder permitted, except as hereinafter provided.

In its acceptance of the right, license and privilege herein granted and given, the parties of the second part agree to indemnify and save harmless the said party of the first part, its successors and assigns, from and against all claims, demands, judgments, losses, costs and expenses, for injury to or death of the person, or loss or damage to the property of any person or persons whomsoever, in any manner arising from or growing out of the negligent use and enjoyment of said premises by the parties of the second part, their lessees, agents, servants, employees or persons doing business with them, regardless of how such death, injury, loss or damage shall occur.

It is further understood and agreed that the party of the first part does not warrant its title to the above described premises, nor its right to make the grant herein contained.

TO HAVE AND TO HOLD The said right, license and privilege unto said parties of the second part, their successors and assigns forever, subject, however, to this condition, that if at any time the parties of the second part, their successors and assigns, shall cease using said right of ingress and egress and shall abandon the same (such abandonment shall be presumed if the same shall cease being so used for a period of one (1) year), then the said right, license and privilege shall cease and determine.

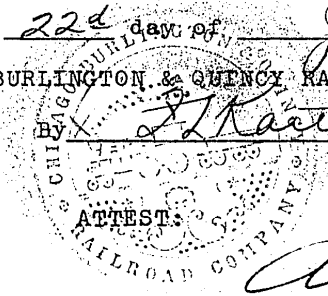
IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by its Vice President and Secretary, and its corporate seal to be hereunto affixed this 22^d day of June, A.D. 1960.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

BY J. Kaestner
Vice President

In Presence of:

A. R. Fortner
W. Ogden



A. D. M. Lane
Secretary

STATE OF ILLINOIS

COUNTY OF COOK

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} ss.
} 22nd

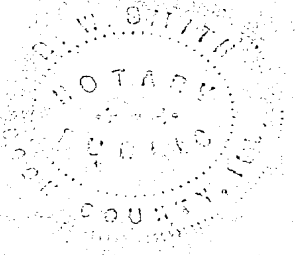
On this 22nd day of June, A.D. 1960, before me, a Notary Public duly commissioned and qualified in and for said County, personally came the above named F. L. Kartheiser, Vice President, And A. D. McLane, Secretary of the CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, an Illinois corporation, who are personally known to me to be the identical persons whose names are affixed to the above Deed as Vice President and Secretary of said corporation, and they acknowledged the instrument to be their voluntary act and deed, and the voluntary act and deed of said corporation.

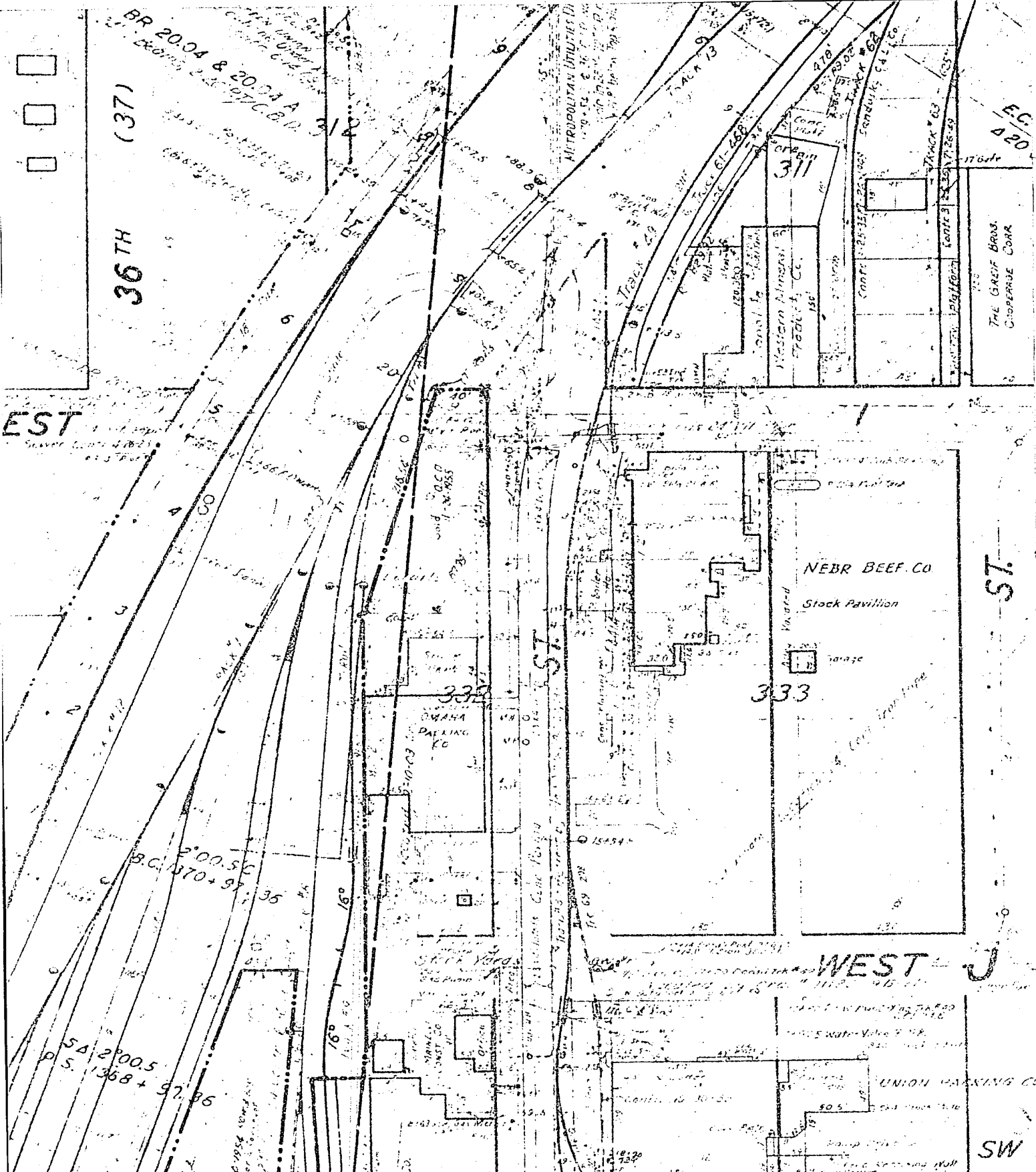
WITNESS my hand and official seal, at Chicago, in said County, the date aforesaid.

Atk Smith

Notary Public

My commission expires on the 31st day of March, A.D. 1961.





36TH (37)

EST

NEBR BEEF CO

Stock Pavilion

333

332

WEST J

UNION PARKING CO

SW 1

37

EC 420

THE GRAY BROS. COOPERAGE CORP.

BR 20.04 & 20.04 A
CITY OF OMAHA

METROPOLITAN UTILITIES CO

311

Western Minerals Products Co.

2'00.50
B.C. 1370 + 97.35

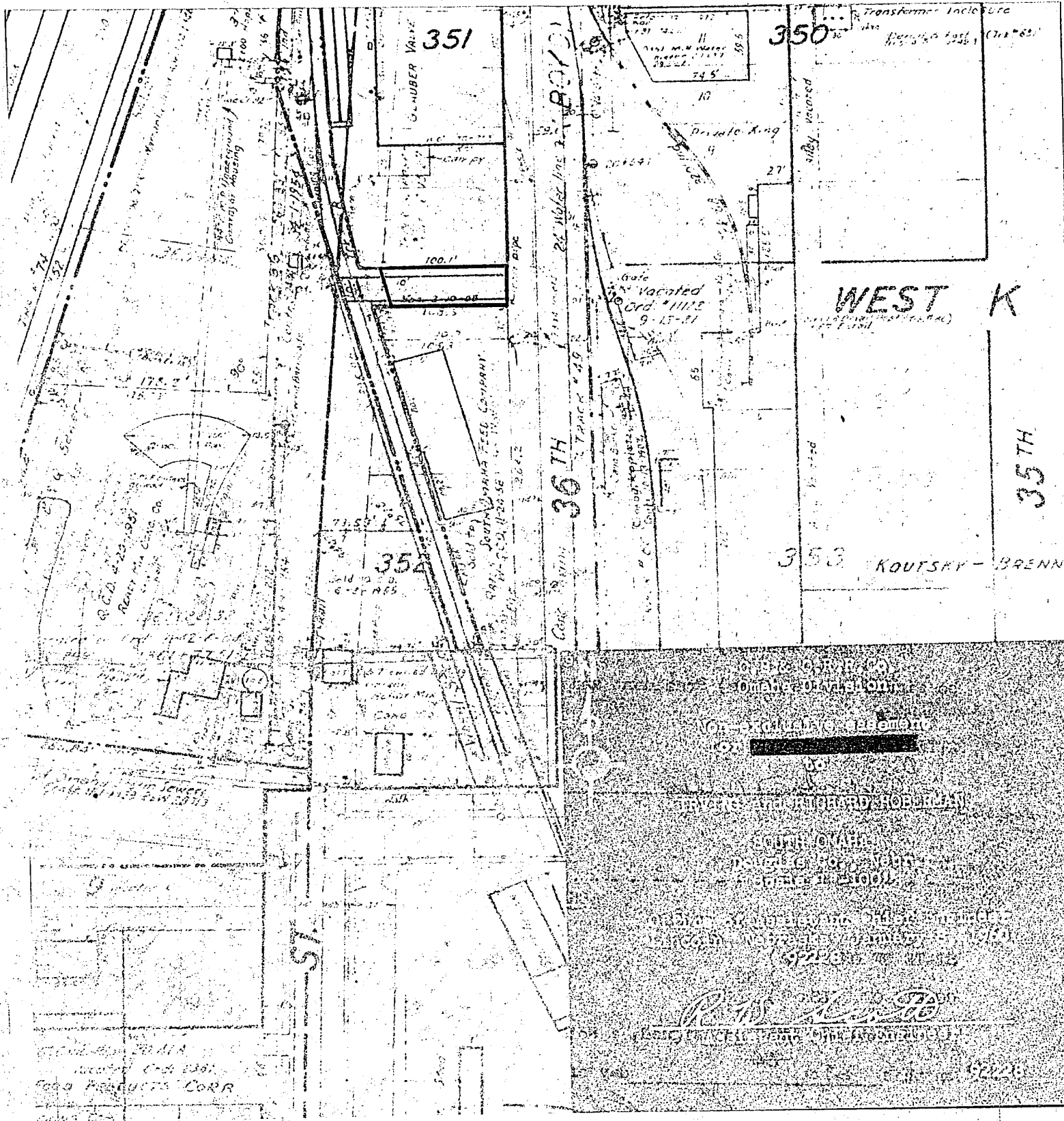
SA 2'00.5
P.S. 1368 + 97.86

OMAHA DALLAS CO

Garage

Stock Yard

SW 1



17. ENTERED IN NUMERICAL INDEX AND RECORDED IN THE REGISTER OF DEEDS OFFICE IN DOUGLAS COUNTY, NEBRASKA
 29 DAY July 1960 AT 2:48 P.M. THOMAS J. O'CONNOR, REGISTER OF DEEDS

375