

CONTRACT AND AGREEMENT
Western Sand & Gravel Co.

Filed June 1, 1939 at 1:00 P. M.
Ray F. Becker--Reg. of Deeds
By: Gertrude Vallery--Deputy
\$ 1.20

C. B. & G. R. R. Co.

THIS CONTRACT AND AGREEMENT, made this 31st day of March, 1939, by and between the WESTERN SAND & GRAVEL CO., a corporation hereinafter referred to as the "First Party", and the CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY, hereinafter referred to as the "Railroad Company",

WITNESSETH:

WHEREAS, the First Party is the owner of Lots 2 and 3 and the northeast quarter of the southwest quarter (NE 1/4 SW 1/4) of Section 13, Township 12 North, Range 10 East of the 6th P. M.; South Bend, Cass County, Nebraska, lying north of the Railroad Company's right of way; and

WHEREAS the drainage south of the Railroad Company's right of way opposite the hereinabove described lands of the First Party is toward the north and is carried under the Railroad Company's tracks in a 36-inch concrete pipe near Survey Station 1219+32, Mile Post 28.10, South Bend, and thence under a private roadway in a twelve (12) inch pipe, and

WHEREAS, the twelve inch pipe under the road is not large enough to carry the above referred to drainage and the First Party is unwilling to permit the replacing of said twelve (12) inch pipe with a larger pipe and discharging additional water on said lands, and

WHEREAS, the twelve inch pipe under the road causes the drainage water to back up on the land owner adjacent to the Railroad Company's right of way on the south and damage crops thereon, and

WHEREAS, the parties hereto are desirous of improving this drainage condition,

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

The Railroad Company agrees to construct a ditch on its right of way from said thirty-six inch pipe 28.10 northwesterly to Mile Post 28.29, laying 32 feet of 36 inch concrete pipe under the private road opposite Mile Post 28.29 and constructing a ditch northerly therefrom on the lands of the first party, to present lake, a distance of approximately one hundred (100) feet. Said ditch on the lands of the First Party, being indicated in red on plat number 1371-99-14, dated March 29, 1939, attached hereto, made a part hereof and identified by the signature thereon of H. A. Aalberg.

The First Party for itself, its successors and assigns, hereby conveys to the Railroad Company and its successors and assigns, a permanent easement of right to enter on its lands for the purpose of constructing and maintaining said pipe and ditch shown in red on the attached plat number 1371-99-14.

The First Party, for itself, its successors and assigns further agrees to release the Railroad Company, its successors and assigns from any and all claims on account of any damage to said lands or to any crops or personal property thereon, on account of the construction, maintenance or presence of said pipe and ditch or the discharging of said drainage water on said lands of the First Party.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 3rd day of May, 1939.

WITNESS:

R. L. Robinson

APPROVED:

As to Form:

R. T. Cabbage
Attorney

As to Property Interests

F. S. Follard

Real Estate & Tax Agent

As to Description

H. A. Aalberg

Asst. Chief Engineer

WESTERN SAND & GRAVEL CO.

By Wm Stomr

Title President

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

By Ralph Budd

Title PRESIDENT

AGREEMENT
Filed June 12, 1939 at 10:00 A. M.
Ray F. Becker--Reg. of Deeds
By: Gertrude Vallery--Deputy
\$ 1.10
CORRECTED

Western Limestone Products Co.

THIS AGREEMENT, entered into in duplicate June 30, 1939, by and between GUY A. THOMPSON, TRUSTEE, MISSOURI PACIFIC RAILROAD CORPORATION IN NEBRASKA, DEFTOR, as trustee and not individually, herein called Carrier, and WESTERN LIMESTONE PRODUCTS COMPANY, INCORPORATED, a Nebraska corporation, to be addressed at Omaha, Nebraska, herein called Lessee, and supplemental to that certain agreement dated April 12, 1934, now in effect between the Carrier and the Lessee, respecting among certain things the letting by Carrier and the leasing by Lessee of certain metal track materials for use at Weeping Water, Nebraska; WITNESSETH:

1. The parties hereto agree that Basic Lease shall be and continue in effect to and including June 30, 1944, unless sooner concluded pursuant to the provisions of Basic Lease.

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

WITNESSES:

Walt W. Haverfield

S. S. Seifert

GUY A. THOMPSON, TRUSTEE, MISSOURI
PACIFIC RAILROAD CORPORATION IN
NEBRASKA, DEFTOR
By W. G. Vollmer

WITNESSES:

(WESTERN LIMESTONE PRODUCTS)
(COMPANY INC. CORPORATE SEAL)
(NEBRASKA

WESTERN LIMESTONE PRODUCTS COMPANY,
INCORPORATED
By H. E. Schellberg President

STATE OF MISSOURI) ss.
CITY OF ST. LOUIS)

On this 5th day of June 1939, before me Walt W. Haverfield a Notary Public, duly commissioned, qualified and acting, within and for said City and State, appeared in person the within and for said City and State, appeared in person the within named W. G. Vollmer to me well known to be the person who executed the foregoing instrument on behalf of Guy A.